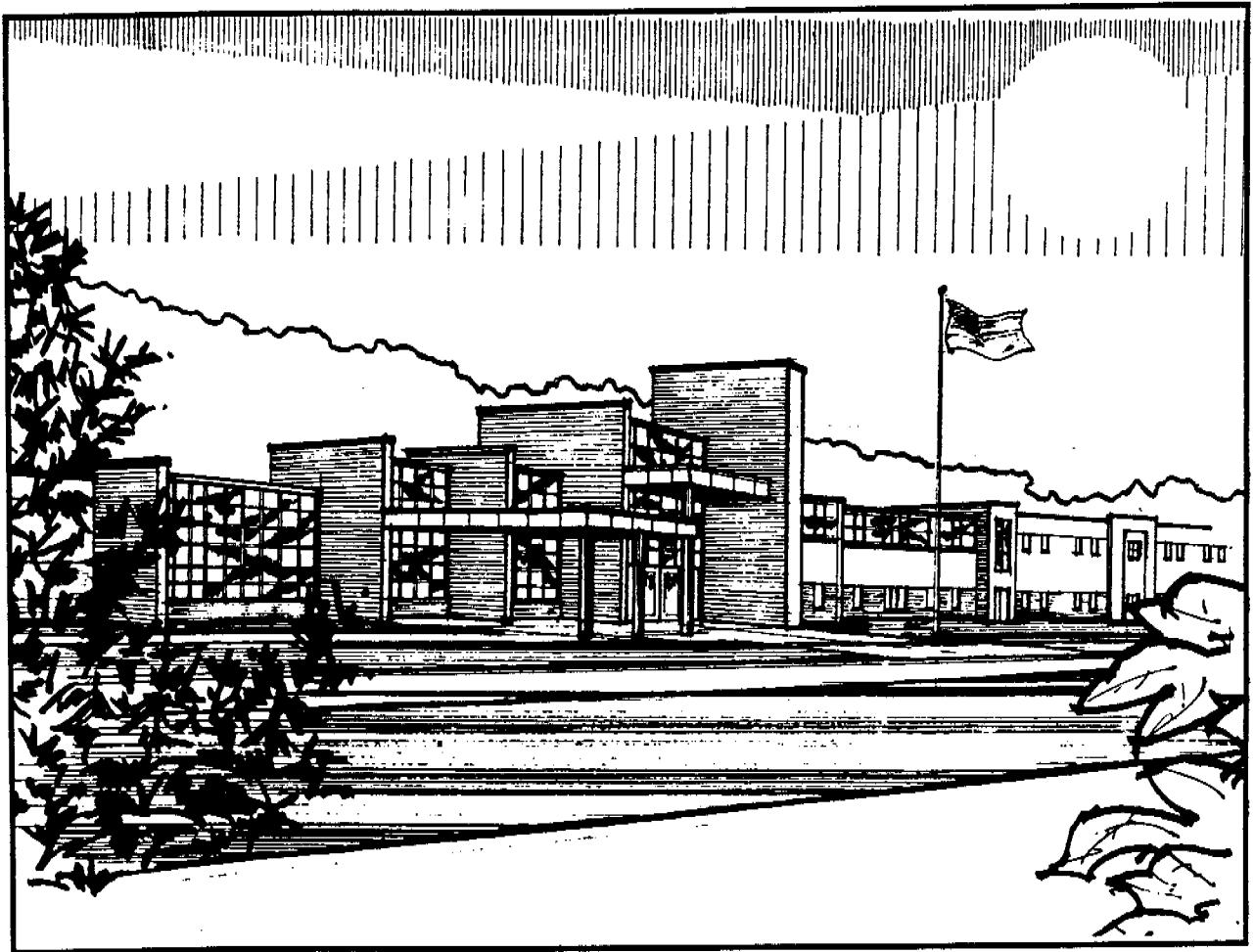

1999
Guidelines & Procedures
of the



School Building Authority



Printed by the West Virginia Department of Education

Clacy Williams, Executive Director

MEMBERS

David Stewart, President

Steven Burton, Vice President

, Secretary

Sandra Chapman, Member

Sally Holliday, Member

James McHugh, Member

J. D. Morris, Member

Connie Perry, Member

Howard Persinger, Member

Louis Spatafore, Member

John Wooton, Member

Clacy Williams, Executive Director

MEMBERS

David Stewart, President

Steven Burton, Vice President

, Secretary

Sandra Chapman, Member

Sally Holliday, Member

James McHugh, Member

J. D. Morris, Member

Connie Perry, Member

Howard Persinger, Member

Louis Spatafore, Member

John Wooton, Member

SCHOOL BUILDING AUTHORITY STAFF

Clacy Williams, Executive Director

David Sneed, Chief of Architectural Services

Garry Stewart, Director of Finance

Bill Ratcliffe, Assistant Director of Architectural Services

Tom Young, Assistant Director of Architectural Services

Mary Blashford, Coordinator of Finance

Sherry Grogg , Technical Assistant

Karen Courtney, Financial Assistant

Karen Smith, Secretary

TABLE OF CONTENTS

	PAGE
Comprehensive Educational Facilities Plan	1
Requirements	2
Inter-County Feasibility Studies	3
Synopsis of Public Comment	3
Objective Evaluation of Implementation	4
Additional Requirements and Adm. Assurances	4
Amending the Plan	4
Funding SBA Projects	5
Distribution of Funds	5
Awarding of Funds	7
Utilization of Funds	10
SBA Funds Accounting	11
Reimbursement Procedures	11
Funding Specific Facility Plans	12
Building Gross Areas	12
Design Capacity	12
Allowable Construction Costs for New Construction	13
Renovations	14
Project Administration and Review	15
Geotechnical and Radon	15
Occupancy of New Facilities	15
Maintenance and Custodial Care	16
SBA Contracts and Agreements	17
Grant Agreements	17
Bid Documents	17
SBA Report Procedures	18
Financial Reports	18
Project/Construction Related Reports	18

APPENDICES

	PAGE
A. Handbook on Planning School Facilities	Appendix A
B. Facility Classification Form	21
C. SBA School Facilities Evaluation Instrument	22
D. Economies of Scale	56
1. Provision of Waiver	57
2. Economy of Scale Waiver Request	58
E. Application for Amendment	59
F. Requisition Form - Exhibit A-1	62
Exhibit B	61
Exhibit C	63
G. Executive Summary - Construction Fund Project "Needs"	64
H. Procedures for Review of "Needs" Projects	66
1. Procedures for the Plan Review Team	69
2. Project Evaluation Form	70
I. SBA Grant Contracts	74
J. Architectural and Construction Regulations	79
1. Application for Project Approval P-1 (Attachment 1)	79, 87
2. Procurement of Architectural/Engineering Services and Construction Managers (Attachments 2,3,4 & 5)	79 88, 91, 93, 95
3. Design Fees	80
4. Building Component Requirements	81
5. Disqualification of Contractors	81
6. Construction Project Development	81
7. Construction Project Submission and SBA Review (Attachment 6 & 7)	82 97, 106
8. Real Estate Acquisitions Using SBA Funds	83
9. Clerk-of-the-Works Requirements (Attachment 5)	84, 95
10. Construction Project Bid Coordination and Reporting	84
11. Contractor Evaluation (Attachment 8)	85, 112
12. Architect Evaluation (Attachment 9)	85, 113
13. Construction Observation Report (Attachment 10)	86, 115
14. Certificate of Project Completion (Attachment 11) Multiple Prime Project (Attachment 12)	86, 117 118
15. SBA Occupancy Report (Attachment 13)	119
K. SBA Supplemental, General and Special Conditions	120
Contract Document Requirements	120
General Requirements	120
Contract Forms	120
Contractor Registration Certificate and Tax Releases	121
Contractor Licensing	121
Bid Bond	122

	PAGE
Performance Bond	122
Contractor Insurance	123
Permits and Licenses	125
Semi-Proprietary Specifications	125
Wage Rates and Certified Payroll	125
Processing of Payment Applications	125
Retainages	126
Liquidated Damages	126
Standards of Quality and Codes	126
Bid Withdrawal	127
Rejection of Bids	127
Submittal of Subcontractors and Major Equipment	127
And Material Suppliers (Attachment 1)	132
Contractor Qualification and Financial Statement	128
(Attachment 2)	136
Award of Contract (Attachment 3)	128, 142
Project Job Signs and Plaques (Attachment 4 & 5)	129, 143, 144 & 145
SBA Project Observation	129
Construction Project Close-Out	130
Asbestos Abatement Requirements	130
L. Semi-Annual Financial Reports	146
M. School Major Improvement Plan	148
General	149
Key Elements of the Plan	149
Goals and Objectives of the MIP	150
Historical Data	151
Maintenance Plan	151
MIP Finance Plan	153
Objective Evaluation	155
Project Submission Requirements	155
Annual Update	156
Public Input Assurances	156
MIP Executive Summary (Attachment 1)	158
Prioritized List of Proposed Projects (Attachment 2)	161
Completed or On-Going Projects (Attachment 3)	162
MIP Project Evaluation Form (Attachment 4)	163
N. Emergency Fund	164
O. SBA Architectural/Engineering Services Agreement	166
P. Annual Update - Comprehensive Educational Facilities Plan	181
Q. Maintenance and Custodial Care Site Visit Report	193
R. Planning Grants	195
S. Comprehensive Educational Facilities Plan Forms	199

SBA FORMS

		Page
WVDE 103B	Semi-Annual Financial Report	146
SBA 104A	Exhibit B - Requisition Form	61
	Exhibit A-1 - Project Description & Finance Plan	62
	Exhibit C - Project Finance Plan Amendment Form	63
SBA 105	Contractor's Qualification Statement	136-141
SBA/WVDE 106	Application for Amendment	59-60
SBA 113	Construction Observation Report	115-116
SBA 116	Facility Classification Form	21
SBA 120	Construction Fund Project "Needs" Executive Summary	64-65
SBA 123	List of Proposed Subcontractors, Equipment/Material Suppliers	135
SBA 124	Contractor Evaluation Form	112
SBA 125	Grant Contractor	74-78
SBA 131	Economy of Scale Waiver Request	58
SBA 132	High School Attendance Area	189
SBA 134	Facility Evaluation Form	22-55
SBA 138	Architect/Engineer Evaluation Form	113-114
SBA 139	Certificate of Completion - Multiple Prime Project	118
SBA 141	Ed. Specs. - SBA Subject Area Space Allocation Data	102
	Ed. Specs. - Summary of Spaces	101
SBA 143	Maintenance & Custodial Care Site Visit Report	193-194
SBA 145A	Completed or On-Going Projects	162
SBA 145B	Prioritized List of Proposed Projects	161
SBA 146	SBA Occupancy Report	119
SBA 147	Translating Educational Needs into Facility Needs	202
	Building Improvement Cost Summary	203
SBA 148	Proposed Building Use and Capital Improvements	204
SBA/WVDE 149	Evaluation Instrument - Ten Year CEF	199-201
SBA 152	Abandoned Schools Report	205
SBA 156	Building Program Utilization Worksheet	103 & 206
WVDE P-1	Application for Project Approval	87
WVDE BP-13-A	Certificate of Project Completion	117
Annual Update	Comprehensive Educational Facilities Plan - Executive Summary	183
CEFP	CEFP - Progress Report #1	197
CEFP	CEFP - Progress Report #2	198
MIP	Major Improvement Plan - Executive Summary	158-160

GUIDELINES AND PROCEDURES OF THE SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA

The West Virginia Legislature passed Article 18-9D of the West Virginia Code in 1988 which created the School Building Authority of West Virginia (SBA). A major revision was completed in 1989 that redefined the objectives and membership of the Authority and in 1994 redefining funding sources and programs. During the August 31, 1989 SBA organizational meeting, the Authority adopted the following mission and goals statement:

MISSION

It is the mission of the School Building Authority of West Virginia to facilitate and provide state funds for the construction and maintenance of school facilities to meet the needs of the people of West Virginia in an efficient and economical manner.

GOALS

1. To make all funding determinations in accordance with the provisions of law in Article 18-9D of the West Virginia Code.
2. To assess existing school facilities and each facility plan in relation to the needs of the individual student, the general school population, the communities served by the facilities and statewide facility needs.
3. To adopt guidelines that will assure the prudent and resourceful expenditure of state funds. These guidelines shall state the manner, time line, and process for submission of plans to the Authority, project specifications, and indicators relating how the specific project furthers the overall goals of the Authority.
4. To expeditiously implement the programs of the School Building Authority of West Virginia by making funds available to counties for the purpose stated in the mission of the Authority.

Each county board of education has the responsibility to maintain a sufficient number of suitable school facilities to provide a thorough and efficient system of education and equal educational opportunities for its public school students. Each county's ten year Comprehensive Educational Facility Plan (CEFP) was submitted to the State Board of Education (SBE) for review and approval in April 1990 and must be updated annually. A new CEFP will be developed and submitted to the SBA and the SBE in the year 2000 and each successive ten-year span thereafter. Any new school construction project to be completed as part of an approved CEFP must be reviewed and approved by the SBA at the design development phase of the planning prior to preparation of final bid documents in accordance with WV Code 18-9E-3. The schedule for submission of projects to be considered for available state funding will be determined by the SBA. Projects chosen for funding by the SBA will be part of a plan approved by the SBE.

In order to facilitate the approval process for state funded projects, the SBA requires that all county plans be approved by the SBE, and meet the guidelines of SBE Policy 6200 prior to submission to the SBA. These guidelines are reflected in the West Virginia Department of Education's "Handbook on Planning School Facilities, Chapter 1" (Appendix A). State Board of Education approval of a county's plan does not assure the plan's approval by the SBA for funding purposes. The following guidelines and procedures of the SBA were initially adopted November 4, 1991, and revised June 1992, November 1994, and June 1997.

100.00 SBA REQUIREMENTS FOR COMPREHENSIVE EDUCATIONAL
 FACILITY PLANS

100.10

- A. County plans will have been developed in accordance with SBE Policy 6200, the "Handbook on Planning School Facilities", and approved by the SBE prior to any consideration by the SBA.
- B. Each county plan will identify specific projects that are being presented for competitive SBA funds. These plans will include how the project will effectively address the following issues:
 - 1. Student Health and Safety.
 - 2. Economies of Scale (Appendix D)--economies of scale based on minimum allowable enrollments are as follows:
 - a. Elementary schools with an enrollment of 300 students in grades 1-6, 200 in grades 1-4, or a minimum of 2 classes (25 each) per grade level, are recommended to achieve the economy of scale. Early childhood, kindergarten and exceptional students may increase this minimum standard.
 - b. Middle and junior high schools with an enrollment of 450 students in grades 7-9 or 6-8, 5-8 schools with 600 students, or schools with 150 students per grade level minimum are recommended to achieve the economy of scale at the intermediate level.
 - c. High schools with an enrollment of 600 students in grades 10-12, 800 students in grades 9-12 or 200 students at each grade level are recommended to achieve the economy of scale.
 - d. These enrollments will be considered in determining eligibility for all SBA funding for early childhood, intermediate and adolescent facilities.
 - e. Geographic or other considerations may require exceptions to be considered. Regional planning across county lines should also be considered to achieve these minimum enrollment standards where population centers warrant.

3. Reasonable Travel Time and other Demographics.
 4. Multi-County and Regional Planning.
 5. Curricular Improvements and Diversifications.
 6. Innovations in Education
 7. Adequate Space for Projected Student Enrollment.
 8. A history of the county's efforts to propose and/or adopt local school bond issues or special levies for capital improvements.
- C. A ten-year time line for the implementation of the total plan indicating when each proposed facility action is to be taken and each project is to begin.
 - D. A completed Facility Classification Report (SBA/WVDE Form 116) that classifies each facility in the county. (Appendix B)
 - E. Narratives on each existing school facility describing future use and scheduled improvements.
 - F. Completed building evaluation forms on each facility in the county using the SBA School Facilities Evaluation and Inventory Instrument including cost summaries indicating the cost to upgrade to meet current standards. (Appendix C)
 - G. An assurance that the county is in compliance with the SBE order regarding housing of Special Education programs in segregated facilities.
 - H. A Major Improvement Plan (MIP) which addresses the requirements established by the SBA. (Appendix M)

100.20

Inter-County Feasibility Studies

- A. Each county shall submit to the SBA/SBE a list of grouped, inter-county attendance areas where potential exists for cooperative utilization of a facility between or among adjacent counties. (May include multi-county facilities, i.e., magnet school, area vocational centers, etc.)
- B. A planning study is to be completed to assure that an efficient and effective instructional delivery system will be utilized addressing each of the items indicated in SBE Policy 6200, "Handbook on Planning School Facilities", 100.01 (A-J) as well as the issues 1 thru 8 in 100.10-B of this handbook.
- C. A detailed analysis of the results of this study and a facility recommendation based on its conclusions shall be included.

100.30

Synopsis of Public Comment

Prior to submitting the CEFPP to the SBE and the SBA, one or more public hearing(s) must be held to provide broad-based community input into the plan. Notice of such hearings shall be published as a Class I legal advertisement in compliance with the provisions of 59-3-1 et seq.

of the Code of West Virginia. As an addendum to the CEFPP, sufficient documentation, including verification of public notices from the local newspapers and a synopsis of all comments received during the hearings must be included.

100.40 Objective Evaluation of Implementation

As part of the total CEFPP, the county shall include an objective means to be utilized in evaluating implementation of the overall plan and each project included therein (Appendix S). The evaluation shall measure:

- A. How each project furthers the quality educational goals of the SBA as defined in WV Code 18-9D-16. This shall include: student health and safety, economies of scale, travel time and other demographics, achievement of effective and efficient instructional delivery system, curricular improvements, innovations in education, adequate space for projected student enrollments and local effort in funding school facility improvements.
- B. How the overall success of any project has related to the facilities plan of the county and the overall goals of the SBA.
- C. Prior to submission of a new ten year CEFPP, an evaluation report shall be completed and submitted to the SBA and the SBE. (In addition to the evaluation criteria included in your plan the report shall include the issues designated in Appendix C of this handbook).
- D. Amendments that initiate major revisions of the CEFPP within the ten year planning cycle shall include how the existing plan no longer meets the goals and needs of the county and the goals of the SBA.

100.50 Additional Requirements and Administrative Assurances

A statement of assurance by the county superintendent that the county plan includes all requirements in Section 100 of this handbook.

100.60 CEFPP Management - Amendments

- A. Amending the County CEFPP Plan - Because the CEFPP is a living document that may be updated periodically based on approved amendments and the continually changing needs of the county, it is necessary to formally update the plan annually. (Appendix P)
 - 1. Major revisions to the CEFPP including the MIP, are to be submitted to the SBE and the SBA by December 1 each year.

2. Major revisions include the addition of new schools, school closures that have been approved by the SBE and reclassification of all existing schools.
 3. Final approval of all closures remains the responsibility of the SBE. The CEFP will be amended by the SBA to reflect school closures only after SBE action.
 4. The county CEFP is to be maintained as a working document and is to be updated as amendments or actions to implement the plan are completed.
 5. Amendment requests that make major revisions prior to the end of the ten year planning period shall be submitted with an evaluation of the current approved plan in accordance with Section 100.40.
- B. Budget Amendments to CEFPs
1. Routine amendments on projects using partial or full SBA funding or any federal funds must be amended through the SBE and the SBA.
 2. SBA/SDE Form 106 must be completed fully and submitted to the SBE and SBA for approval in order to institute an SBA budget amendment. SBA Needs and MIP Funds cannot be transferred from one project to another. (Appendix E)
 3. SBA/SDE Form 106 must also be used to initiate budget amendments to both the SBE and SBA for all projects regardless of the funding source if the instructional square footage is altered, or the work exceeds \$25,000.

200.00 FUNDING SCHOOL BUILDING AUTHORITY PROJECTS

- 200.10 Matching Funds - No matching local funds shall be required to obtain SBA funds, however, each facility plan shall address the history of efforts taken by the county board of education to propose or adopt local school bond and/or special levies for capital improvements.
- 200.20 Federal Funds - Expenditure of any federal funds designated for construction and/or capital improvements of school facilities shall be approved by the SBA. SBA/SBE Form 106 and/or SBA Exhibit C is/are to be utilized for approval request if funds are to be approved initially for use on a new project or if federal funds are to be amended into an existing project budget. (Appendix E)
- 200.30 Eligibility and Distribution of Funds - It is the intent of the legislature that the SBA fund the improvement and construction of school facilities to meet the needs of the people of West Virginia in an efficient and economical manner. To be eligible for funding, educational agencies must have on file in the SBA office an approved CEFP and all required

prequalification data for any particular funding category from which funding is being requested. Failure to provide this information on project proposals by the deadlines established by the Authority will eliminate the submitted project from consideration. These funds shall be distributed as follows:

- A. Three Percent (3%) Statewide Grants - Three percent (3%) of the total funds available to the Authority for distribution from the school construction fund during any funding cycle may be utilized for projects:
 - 1. That serve the statewide educational community, or
 - 2. That are utilized to operate educational programs under the jurisdiction of the SBE.Grant funds shall expire based on a three year contractual agreement between the SBA and the grantee.
- B. Emergency Grants - Funds amounting to no more than two percent (2%) of the total funds available for distribution from school construction funds shall be set aside as an emergency fund to be distributed in emergency situations as defined by the Authority. Application for such funds shall be in accordance with SBA procedures (Appendix N). Grant funds shall expire based on a three year contractual agreement between the SBA and the grantee.
- C. Planning Grants - Effective and efficient use of resources can best be assured through appropriate development of the ten-year Comprehensive Educational Facilities Plan required in SBE Policy 6200. Therefore, if funds are deemed available, the SBA may provide grants to assist counties with the development of their CEFP for the successive ten-year planning period. These grants will be made available only during the final two years of each ten-year planning period. Planning grants will be used to provide for 50% of the costs of a consultant firm to assist the county, but may not exceed \$20,000 total per county.
- D. School Construction Grants "Need"- The remaining monies determined by the Authority to be available for distribution from school construction funds shall be allocated and expended on the basis of needs and efficient use of resources. The SBA shall make funding determinations in accordance with the provisions of the Code of West Virginia and shall assess existing school facilities and each facilities plan in relation to the needs of the individual student, general school population, the communities served by the facilities, and facility needs statewide. Grant funds shall expire based on a three year contractual agreement between the SBA and the grantee and may be extended up to two years at the discretion of the SBA.

- E. Major Improvement Program Grants - Funds appropriated by the legislature to the school major improvement fund shall be distributed by the School Building Authority on the basis of need. These funds are for major renovation or rehabilitation of existing facilities and for additions to existing schools. Grants to counties from the major improvement fund are for projects of at least \$50,000 but not exceeding \$500,000. A county may be eligible for major improvement funds provided:
1. The county has an approved Major Improvement Plan (MIP). (Appendix M)
 2. The county is ready to expend the funds in the fiscal year monies are distributed to them.
 3. The county has spent, in the previous year, an amount in maintenance of their schools equal to the average of the lowest three of the past five years maintenance budget.
 4. The county has budgeted in their current maintenance budget an amount equal to or greater than the average determined in item three above.

200.40 Awarding of Funds

Any project for which funds are being requested from the SBA must be part of an approved CEFPP identified either as a major need or major improvement.

- A. Three Percent (3%) Statewide Grants
1. Projects eligible for three percent (3%) statewide funds include any facility that serves the educational community statewide or houses educational programs that are under the jurisdiction of the SBE, including regional vocational-technical centers.
 2. Projects submitted for competitive funding from the three percent (3%) designation must include information regarding the following areas as described in the "Handbook on Planning School Facilities" wherein applicable:
 - a. An analysis of the community being served.
 - b. A study of the population and enrollment.
 - c. The educational plan.
 - d. An evaluation of the existing facility.
 - e. The financing plan for the project.
 - f. Translation of educational needs into facility needs.
 - g. A School Construction Fund Project ("Needs") Executive Summary. (Appendix G)
 - h. An explanation of how the project relates to the major items presented in 100.10 B (1 thru 8) of this guidelines handbook.

3. Schools or programs under the jurisdiction of the SBE will submit project applications to the SBE for review, evaluation, prioritization and recommendation to the SBA for potential funding.
4. The SBA reserves the right to consider projects they deem meritorious for 3% funding as well as final approval of all projects recommended for funding.

B. "Emergency Funds"

1. The Emergency Fund is available at the discretion of the Authority to assist where emergency situations endanger a safe and healthful environment for students.
2. To qualify for a grant from the emergency fund:
 - a. Need must have been generated by an unforeseeable catastrophic event (i.e., fire, wind, earthquake, flood, storm, etc.), general disaster or Act of War.
 - b. Funds from federal, state and local sources for emergency repairs and replacements must have been identified and included in the project budget.
 - c. All insurance claims must have been filed and amount of settlement determined. Insurance coverage of a facility should be equal to the cost of replacement.
3. Application shall be made within ten days after said emergency to the SBA and in accordance with adopted SBA procedures. (Appendix N)

C. CEFPP Planning Grants

1. It is the responsibility of each county to develop and implement a ten-year Comprehensive Educational Facilities Plan (CEFP) in accordance with SBE Policy 6200 beginning with the year 1990 and for each successive ten-year planning period thereafter.
2. The School Building Authority may provide a one time grant during the allotted planning period to attain professional consultation in the development of said county-wide CEFPP. (Appendix R)
3. The planning/grant period shall include the final two years of the existing ten-year planning period and shall be available during each successive ten-year planning period as funds are determined available for distribution by the Authority.
4. The effective date for new CEFPPs is September 2000. Therefore, the current grant period shall incorporate both fiscal year 1999 and fiscal year 2000. Availability of funds shall begin on July 1, 1998 and expire on June 30, 2000. Any monies remaining in the fund shall be expired to the construction fund.

5. Grants shall not exceed 50% of a county's cost for said consulting services and shall be limited to no more than \$20,000 per county.
 6. Professional consultants shall be selected in a manner approved by the SBA. (Appendix R)
 7. The SBA and SBE may monitor the planning process and set submission deadlines for portions of the CEFP
- D. School Construction Funds "Needs" Grants
1. Each county in West Virginia who has an approved CEFP is eligible for capital improvement funds from the SBA based on the needs of the facilities in their district.
 2. Each county is responsible for determining in their facilities plan the specific project(s) for which SBA School Construction Fund ("Needs") will be requested. This individual project will be fully developed in regard to the issues indicated in 100.10 in this guidelines handbook and have an SBA School Construction Fund Project ("Needs") - Executive Summary completed. (Appendix G)
 3. Proposals for School Construction Fund projects must be part of an approved CEFP, and submitted at the request of the Authority based upon the availability of funds for distribution.
 4. The Authority will review and evaluate the projects based upon criteria set forth in 100.10 of this guidelines handbook. A priority list of projects to be funded equal to the amount of the funds available during the specific funding phase will be developed by the Authority.
 5. The SBA will appoint a plan review team that will utilize the "Procedure for Review of School Construction Fund-Needs Projects" to assist in the rating of each project submitted by the counties. The Authority reserves the right to request review of any or all projects submitted to them that they feel has special merit or extenuating circumstances. (Appendix H)
- E. Major Improvement Funds
1. Each county or educational agency that has an approved Major Improvement Plan (MIP) as part of an approved CEFP and meets the criteria in Section 200.30 of this handbook is eligible for capital improvement funds from the SBA's major improvement fund.
 2. Major Improvement Plans (MIPs) are developed by each county or educational agency in accordance with the guidelines in Appendix M and approved by the SBA. The MIP shall address how the proposed plan, and any project in it, meet the following goals and objectives as established by the SBA in Appendix M.

3. Each county shall submit as part of their annual CEFPP Update a prioritized list of MIP projects for SBA approval. The most needed project shall be further developed to address the criteria of the SBA as indicated in Appendix M.
4. The SBA shall review and rate the projects for funding each year in the manner prescribed in Appendix M.
5. MIP Funds shall expire based on a two year contractual agreement between the SBA and the grantee. An extension of funds will not be granted.

200.50 Utilization of Funds - Authorized Expenditures

- A. Bond Retirement
 1. With approval of the funding agency, SBA funds may be dedicated to the payment of local bonds that were used for the purposes defined in an approved facility plan.
 2. With SBA approval, state funds may be used for the repayment of local bonds issued by the Authority for the benefit of the county, but are in addition to bond monies made available by the Authority.
- B. Construction Costs - SBA funds may be used for capital improvement projects including new construction, additions or renovations to existing facilities, provided, such projects meet the SBA guidelines and are approved by the SBA. Allowable costs of construction are included in Section 300 of this guidelines manual. SBA funds can not be transferred from one project to another.
- C. Major Improvement Funds - MIP Grants awarded to an agency for projects from their MIP must be for projects of at least \$50,000 but not exceeding \$500,000. It is intended that each county's routine maintenance budget be responsible for general repairs and upkeep of school facilities. Projects designed to supplant these county funds will not be considered as fundable from the major improvement fund.

200.60 SBA Funds Accounting

- A. Treasurers' Report
 1. A separate account shall be set up within the fiscal records of the individual county to account for all SBA funds. All records shall be maintained pending a final project audit. (Appendix F)
 2. Funds expended for a multi-county project shall be distributed to the county designated as the fiscal agent for the project.

B. Budget Coding

1. County budgets must be supplemented when a grant transfer letter is received from the SBA. This letter will accompany the Grant Agreement and will inform the county that monies will be transferred from the state account to the county's account at the custodial bank at the time the signed contract is received by the SBA.
2. Monies must be supplemented into the general current expenditure funds (Fund 1).
3. All funds to be utilized for capital improvement, regardless of the source, are to be coded in project 25 utilizing the following code numbers:
25X1X - All SBA Funds
25X3X - Local Funds
25X4X - Federal Funds
25X5X - Better School Amendment Funds
25X9X - Other Funds

200.70

Reimbursement Procedures

A. Funds will be distributed through a requisition process wherein:

1. Original invoices are submitted to the SBA offices and to the trustee of the account (bank) before the fifth (5th) day of each month. Submission to both entities is required to transact payment to the county.
2. Invoices for each project code will be grouped together with one requisition cover sheet for each project code. (Appendix F)
3. Each requisition sheet must be signed by the superintendent of schools with certification that the previous month's invoices were paid to the vendors (Item C on Exhibit B).
4. Invoices are reviewed in the SBA Offices between the fifth (5th) and the tenth (10th) of each month.
5. Checks are written to reimburse the counties for approved expenditures on the fifteenth (15th) of the invoice month unless additional data is requested by the SBA.
6. Should clarification of a specific invoice or the status of a specific project be required, payment may be delayed until support data to verify the expenditure is provided to the SBA.
7. A BP-13-A or SBA Certificate of Contract Completion for Multiple Prime Project (SBA 139) form to verify completion of a contract must be submitted prior to the request for final payment on every contract. A retainage equal to five percent (5%) of the total contract

construction cost will be held by the SBA until the contract is officially closed by submission of the completed BP-13-A, and signed by a representative of the SBA. (Appendix J- Attachment 11)

8. No educational facility shall be occupied without prior approval from the Authority and the appropriate state and county regulatory agencies.

300.00 FUNDING SPECIFIC FACILITY PLANS

300.10 Building Gross Areas

- A. Allowable gross square foot building areas shall be reflective of the student population and the educational program. The building design shall maintain a minimum program utilization of 85%. The actual maximum square footage approved for construction may or may not be equal to the maximums indicated in the schedule below.
- B. Maximum gross area allowances shall be computed as the product of the design capacity times the square foot allowance per pupil as hereinafter scheduled.

1. Elementary Schools

Up to 240 students	125 Sq.Ft.
241 to 265 students	120 Sq.Ft.
266 to 290 students	115 Sq.Ft.
291 to 315 students	110 Sq.Ft.
315 to 340 students	105 Sq.Ft.
341 to 389 students	100 Sq.Ft.
390 to 440 students	95 Sq.Ft.
441 to 490 students	90 Sq.Ft.
491 to 540 students	85 Sq.Ft.
541 to 590 students	80 Sq.Ft.
591 to 640 students	80 Sq.Ft.
Over 641 students	80 Sq.Ft.

2. Junior High/Middle Schools

Up to 500 students	150 Sq.Ft.
501 to 550 students	145 Sq.Ft.
551 to 600 students	140 Sq.Ft.
601 to 650 students	135 Sq.Ft.
651 to 700 students	130 Sq.Ft.
701 to 750 students	125 Sq.Ft.
751 to 800 students	120 Sq.Ft.
801 to 850 students	115 Sq.Ft.
851 to 925 students	110 Sq.Ft.
926 to 1000 students	105 Sq.Ft.
Over 1000 students	100 Sq.Ft.

3.	Senior High Schools	
	Up to 500 students	230 Sq.Ft.
	501 to 550 students	220 Sq.Ft.
	551 to 600 students	215 Sq.Ft.
	601 to 650 students	210 Sq.Ft.
	651 to 700 students	195 Sq.Ft.
	701 to 750 students	185 Sq.Ft.
	751 to 825 students	175 Sq.Ft.
	825 to 900 students	165 Sq.Ft.
	901 to 1000 students	160 Sq.Ft.
	1001 to 1150 students	155 Sq.Ft.
	1151 to 1300 students	150 Sq.Ft.
	1301 to 1500 students	145 Sq.Ft.
	Over 1500 students	140 Sq.Ft.

300.20 Design Capacity

- A. Design Capacity shall be defined as the 8th year projected enrollment of students expected to attend a school facility as indicated by the ten year enrollment projection.
- B. Where facility enrollment has fallen below 85 % of the design capacity in existing facilities, consideration of consolidation is recommended.

300.30 Allowable Construction Costs for New Construction

- A. SBA funded allocations for the construction of each facility will be limited through use of the maximum gross area allowance times (X) the most current SBA approved Sq.Ft. cost for elementary, junior/middle, and senior high schools.
- B. Construction cost per square foot may be adjusted by the SBA to reflect regional cost factors. State construction cost will be reviewed annually and may be adjusted upwardly or downwardly for inflation or actual cost of projects constructed.
- C. Construction costs allowance may include site work, building furnishings and equipment, architectural and engineering fees, construction manager or clerk-of-the-works, survey work, geotechnical studies, radon testing and advertisements.
- D. Construction costs allowance does **NOT** include:
 - 1. Cost of issuance for local bonds or other indebtedness.
 - 2. Site acquisition, unusual utility extensions, unusual site preparation cost, access highways, repaving of existing parking lots or athletic facilities.
 - 3. Construction or renovation of athletic facilities, computer equipment, instructional supplies and equipment.

4. County employees should not be utilized to work on SBA funded construction projects. SBA funds cannot be used for the reimbursement of salaries for county employees.
 5. Legal fees associated with any court proceeding or property acquisition cost.
 6. Costs associated with defense or award of an arbitration action.
- E. Contingency allowance for each new construction project shall be established as two percent (2%) of the construction budget.

300.40 Renovations

- A. For renovation work within an existing building, the computation is the product of the approved gross square footage of the project times (X) the percentage of the state building construction cost per square foot.
- B. The percentage is defined as the percentage of the cost of replacement of the facility. The percentage criteria is based upon the age of the existing building in which renovation work is scheduled. An older facility that has specific value to the community cannot be funded for more than the percentage indicated. Restoration or renovation beyond these funding levels must be addressed by local initiative.

40 years or more	60%
25 to 39 years	50%
16 to 24 years	40%
0 to 15 years	10%
- C. For a project with renovation work and an addition, the computation is the product of the approved square footage using the percentage of the building cost per square foot for renovation work added to the cost for the addition whose combined total must not exceed 65% of the cost of a new replacement building to qualify for SBA funding.
- D. Contingency allowance for each renovation project shall be established as four percent (4%) of the renovation budget.

400.00 PROJECT ADMINISTRATION AND REVIEW

- 400.10 Each educational agency receiving funding from the SBA shall appoint an administrator for the construction/funding program. This administrator shall be responsible for acting as the liaison to the SBA and for submitting the financial and project reports required by the SBA.
- 400.20 The educational agency shall be required to employ architectural/engineering firms in compliance with WV Code 5G-1-3. The list of architect/engineers responding to the county's Request for Proposal shall be submitted to the SBA for review and evaluation prior

to selection of the finalists by the educational agency. Services shall be rendered under standard AIA contracts or the SBA Architectural - Engineering Services Agreement. (Appendix O)

- 400.30 The educational agency shall be required to employ a clerk-of-the-works to monitor all construction projects in excess of \$100,000 unless waived by the SBA. Candidates for professional services or clerks-of-the-works shall be submitted for SBA review and evaluation prior to final selection by the educational agency. (Appendix J - Attachment 7)

A clerk-of-the-works employed by the county through contracted services shall minimally be paid an amount equal to the basic hourly prevailing wage rate of a Journeyman Carpenter as determined by the West Virginia Department of Labor for the project location.

- 400.40 The SBA reserves the right to review any SBA funded project at intervals deemed necessary before, during or after construction begins. The architects, engineers and county administrators are responsible for including the SBA in the decision-making process during all phases of planning, design and construction beginning with the development of educational specifications. The SBA must be notified by the county of any meetings related to the planning of the project. (Appendices I, J & K)

- 400.50 Geotechnical

The educational agency shall be required to perform a geo-technical survey on any potential school construction site. The survey shall include a complete soil and substrata report to determine suitability of the site for the construction.

- 400.60 The SBA reserves the right to review all applications for payment or other invoices submitted against any SBA project. Completion of proper documentation by the educational agency and/or the company requesting payment shall be a prerequisite to any invoice being honored by the SBA.

- 400.70 The SBA reserves the right to review all county, clerk-of-the-works, project architect/engineer, and construction manager files related to an SBA funded project.

- 400.80 Occupancy of New Educational Facilities

- 400.81 Teachers and other employees shall be informed of the operation of the building, particularly fire escape routes, heating, ventilating and air conditioning systems and communication systems.

400.82 No educational facility shall be occupied without prior approval from the State Department of Education, School Building Authority of West Virginia, state and county regulatory agencies. (Appendix J - Attachment 13)

400.83 Training of Custodians and County Maintenance Staff

At the conclusion of all construction projects, the contractor shall be responsible for providing pertinent product information including warranty and maintenance instruction to county officials, as well as provide training for county staff regarding the operation and maintenance of the building systems and materials. It is the responsibility of the county board of education to assure that staff is present and has sufficient in-service training to properly maintain the new or renovated facility.

400.84 Within the first year of occupancy of any new SBA funded school facility the county is responsible for testing for the presence of radon in accordance with the guidelines and procedures of the West Virginia Bureau of Public Health in the facility. A follow-up radon test is mandatory every successive five years. Test results shall be filed at the school and with the West Virginia Bureau for Public Health.

400.90 Evaluation of Maintenance and Custodial Care of New SBA Funded Schools

In accordance with WV Code 18-9D-16(h) et.al., all new schools constructed with any funds from the School Building Authority shall be evaluated annually by the staff of the State Department of Education (SDE) to preserve the physical integrity and extend the useful life of the facilities. The SBA shall provide professional assistance in the development of and follow-up on Facility Action Programs designed to help correct citations. (Appendix Q)

- A. The SDE shall annually conduct evaluation visits of all schools constructed with funds from the SBA. Evaluation is to include verification of post-occupancy testing of radon during the first school year and every five years thereafter.
- B. The SBA shall conduct on-site evaluations of those facilities which have been cited by the SDE as having significant custodial and/or maintenance care problems.
- C. The SBA staff shall, during their on-site evaluation, review the SDE citations, inspect for other needed improvements, and determine the need for action by the local board to correct

citations. The SBA shall work cooperatively with county officials to develop a Plan of Action to effectively address improvements necessary to remediate facility related problems.

Appendix Q

- D. The Action Plan shall set forth the time frame in which corrections shall be completed and an SBA follow-up visitation scheduled.
- E. At the time of the SBA follow-up visit, if adequate progress to correct the problems has not been made, the SBA is to file a report within 30 days to the State Board of Education notifying them of said lack of progress.
- F. Upon such notification, the State Board of Education shall restrict the use of the necessary funds or otherwise allocate funds from moneys appropriated by legislature in West Virginia Code 18-9A-9 to contract for such services or repairs.

500.00 SCHOOL BUILDING AUTHORITY CONTRACTS AND AGREEMENTS

500.10 Grant Agreement

- A. In order for SBA funds to be utilized for any project, a grant agreement between the educational agency and the SBA must be enacted. (Appendix I)
- B. This agreement sets forth the maximum amount and conditions of the grant and, in Exhibit A-1 of the contract, specifies the facility or facilities where the work is to be done, the scope of the work to be done and the estimated cost at each site location. (Appendix F)
- C. The grant agreement must be signed by the Executive Director of the SBA, the superintendent or chief administrator of the agency receiving the grant and the chief elected official of the governing board of the agency in order to engage the agreement.

500.20 Bid Documents

- A. Bid documents for any SBA construction project shall be prepared by qualified architectural or engineering firms in accordance with the "Supplemental, General and Special Conditions" of the Authority. (Appendix K)
- B. All new school designs in West Virginia shall meet the current, accepted standards of the American Society of Heating, Refrigerating and Air-Conditioning Engineers Handbook (ASHRAE), the National Fire Protection Association Code (NFPA) and the Code of the Building Officials and Code Administrators (BOCA). (Appendix XIII)
- C. Qualified contractors bidding on SBA projects will present acceptable liability insurance levels and a completed "Contractor's Qualification Statement" to the county for review prior to the award of the construction contracts. These

documents are to be treated in highest confidentiality and are to be reviewed only by those involved with the selection of the contractor. A financial statement shall be required of the lowest qualified bidder(s) being considered for award of the contract. The agency receiving bids or the SBA may request "Contractor Qualification Statements" including financial statements on subcontractors. (Appendix K - Attachment 2)

- D. All bid documents prepared shall require that the lowest qualified bidder(s) submit a completed form SBA 123, List of Subcontractors and Major Equipment and Material Suppliers. (Appendix K - Attachment 1) This information must be submitted to the agency receiving the bids within two hours after the completion of the bid opening. The agency receiving the bids shall fax the completed form SBA 123 to the SBA Office within two hours after the completion of the bid opening. Bid openings shall not occur after 1:00 p.m. local prevailing time.

600.00 SCHOOL BUILDING AUTHORITY REPORT PROCEDURES

600.10 Financial Reports

- A. SBA 103B - Semi-Annual Finance Reports - SBA Form 103B has become WVDE 103B, a semi-annual financial report due on January 31 and July 31. It is a cumulative report beginning January 1990 and includes every facility in the county where capital improvements have been made regardless of the funding source. (Appendix L)
- B. SBA Exhibit A-1- Project Description and Finance Plan - This form, included in the Grant Agreement, is used to identify the specific project location, the scope of the work to be done, an estimate of the cost of the work and the amount of the grant approved by the SBA. (Appendix F)
- C. SBA Exhibit B - Requisition Form (Rev. 10/94) - This form is the cover for invoices sent to the SBA offices and the trustee to transact payment to the county. One form is used for each project code. Several invoices from various vendors may be combined as long as they relate to the same school project code. Requisitions must be submitted to the SBA for review. Failure to submit invoices to the SBA will result in delay of payment until appropriate submittals have occurred. (Appendix F)
- D. SBA Project Finance Plan Amendment Form - Exhibit C - This form is to amend a project budget and must accompany an SBA/SBA 106 CEFPA amendment in order to amend the finance plan of an SBA project to coincide with the actual budget of the project. (Appendix F)

- A. SBA 105 - Contractor's Qualification Statement - The lowest qualified bidder(s) on construction or renovation projects must complete a qualification statement. This form is to be used in the screening and selection of contractors to assure the stability and reputability of the company. A copy of each of these reports is to be retained in the project file at the county board office and is to be regarded as highly confidential (Appendix K - Attachment 2) (500.20 B of this guidelines manual regarding bid documents)
- B. SBA/SBE 106 - Application for Amendment (Rev. 10/94)
This form is to amend the CEFP. It is used to alter the budgets or scope of approved projects for SBA funding once the plan has been submitted. The revised version of this form must be used and the signature of the superintendent must be affixed. (Appendix E)
- C. SBA 113 - Construction Observation Report -This report is to be completed weekly by the clerk-of-the-works or the county administrator responsible for the SBA building program. It is designed to report the progress of construction and to report to the county board of education highlights or concerns regarding the construction's progress. These reports are to be attached to the project's daily logs for the corresponding week and be made available to the SBA's project representative during site visits. (Appendix J- Attachment 10)
- D. WVDE P-1 - Application for Project Approval (Rev. 2/28/92) -
This report is to be submitted twice by the county, initially with the preliminary drawings when they are submitted to the SBE and the SBA for review. Preliminary review documents required with the P-1 form are: (1) educational specification or education program; (2) preliminary drawings (design development drawings are preferred); (3) outline specifications, and (4) first estimate of probable construction costs. A final P-1 is to be submitted to both agencies at the completion of the project with a BP-13-A completion report prior to requisition for final payment. When a project does not require a design review, it is the responsibility of the county facility administrator to initiate the P-1 form to both the SBE and the SBA. (Appendix J - Attachment 1)
- E. WVDE BP-13-A- Certificate of Project Completion (Rev.10/94)
A certificate of completion is submitted to the SBE and the SBA upon completion of a project in order to effectuate a close-out of the project. Final payment to the county for a specific project is dependent upon acceptance of the project and sign off of the BP-13-A by the SBA. The architect or project administrator shall arrange an inspection tour with the appropriate officials. Projects utilizing multiple prime contractors shall complete the SBA 139 to designate completion of each contractors responsibility and

trigger final payment of SBA funds. No occupation of a new facility or renovated facility shall occur until a certificate of occupancy is provided by the fire marshal and final approval to occupy the facility is granted by the SBA. (Appendix J - Attachment 11 & 12)

F. Evaluation of Performance - The county board of education is responsible for completing evaluations on each contractor and architectural/engineering firm that has performed work on a SBA funded project using the appropriate SBA evaluation form and submitted with the BP-13-A or SBA 139 project completion forms. (Appendix P)

1. Contractor Evaluation Report (SBA 124) - Attachment 8
2. Architect/Engineering Evaluation Report (SBA 125) - Attachment 9

Revised 12/98
dddd

APPENDIX A

**HANDBOOK ON PLANNING SCHOOL FACILITIES
STATE BOARD OF EDUCATION - POLICY 6200**

**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
AND
WEST VIRGINIA DEPARTMENT OF EDUCATION
FACILITY CLASSIFICATION FORM**

COUNTY: _____

DATE:

[illegible]

School Classification Categories:

P = Permanent: A school facility that is to be utilized throughout the 10 year planning period without a change in its present use or grade configuration.

T = Transitional: A school facility that is projected to be utilized throughout the 10 year period but will experience a change in its grade configuration or use.

F = Functional: A school facility that is projected for closure between the 5th and 10th year during the 10 year planning period.

C = Closure: A school facility that is projected for closure before the 5th year of the 10 year planning period.

SBA/WVDE 116

SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
FACILITY GENERAL INFORMATION WORKSHEET
 (Complete one form for each facility)

Facility ID#: _____ County: _____
 Facility Name: _____

Year of Construction

Original Square Feet:	_____	_____
Addition One:	_____	_____
Addition Two:	_____	_____
Addition Three:	_____	_____
Addition Four:	_____	_____
Addition Five:	_____	_____
Addition Six:	_____	_____
Addition Seven:	_____	_____

Total Sq. Feet: _____

ENERGY INDEXES:

(List below the total amount of each fuel source used by this facility for one year)

Electric	_____	Kilowatts
Natural Gas	_____	MCF (List only mcf or decotherms)
Natural Gas	_____	Decotherms (List only mcf or decotherms)
Coal	_____	Tons
#2 Fuel Oil	_____	Gallons
Propane	_____	Pounds
Used Oil	_____	Gallons
Wood Chips	_____	Tons
Other(specify)	_____	Amount: _____ Units: _____

SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
SITE EVALUATION WORKSHEET
(Complete just one form for each site)

Facility ID#: _____ County: _____
Facility Name: _____

SITE:

_____ City _____ Rural Actual Acres _____ Useable Acres _____
Site adequate for expansion: _____ Yes _____ No
Are public parks/areas adjacent: _____ Yes _____ No
_____ % site out of flood-plain _____ % site in flood-plain
Site Remarks: (use additional sheets if needed)

Overall Site Condition: 1 2 3 4 5

DRAINAGE:

Drainage Remarks: (use additional sheets if needed)

Overall Drainage Condition: 1 2 3 4 5

PARKING:

Paved Parking _____ square feet Unpaved Parking _____ square feet

Parking adequately lit: _____ Yes _____ No

Adequacy of Parking: 1 2 3 4 5

Parking Remarks: (use additional sheets if needed)

Overall Parking Condition: 1 2 3 4 5

BUS LOADING:

Bus Loading Adequate: _____ Yes _____ No

Bus Loading Remarks: (use additional sheets if needed)

Overall Bus Loading Condition: 1 2 3 4 5

ACCESS ROADS:

Adequacy of On-Site Access Roads: 1 2 3 4 5

Adequacy of Off-Site Access Roads: 1 2 3 4 5

Access Roads Remarks: (use additional sheets if necessary)

Overall Access Road Condition: 1 2 3 4 5

FOR CONDITIONS:

1 - Inadequate; 2 - Below Average; 3 - Average; 4 - Above Average; 5 - Excellent

PLAYFIELDS/PLAYCOURTS:

Adequacy of Playfields: 1 2 3 4 5

Adequacy of Playcourts: 1 2 3 4 5

Playfields/Playcourts Remarks: (use additional sheets if needed)

Overall Playfield/Playcourts Condition: 1 2 3 4 5

SITE UTILITIES:

Electrical Service:

____ Phase ____ Voltage ____ Amps

Electric Utility Company: _____

Main Service Feed into Building: ____ Underground ____ Overhead

Electrical Service Remarks: (use additional sheets if needed)

Overall Electrical Service Condition: 1 2 3 4 5

Fuel Sources:

____ Natural Gas

____ Coal

____ Fuel Oils

____ Propane

Other (Specify): _____

Fuel Utility Company: _____

Fuel Line Size: ____ inches

Fuel Sources Remarks: (use additional sheets if needed)

Overall Fuel Sources Condition: 1 2 3 4 5

Water Sources:

____ Public ____ Well Water Line Size: ____ inches

Water Utility Company: _____

Water Sources Remarks: (use additional sheets if needed)

Overall Water Sources Condition: 1 2 3 4 5

Sewage Systems:

____ Public ____ Septic Other (specify): _____

PSD: _____

Sewage System Remarks: (use additional sheets if needed)

Overall Sewage System Condition: 1 2 3 4 5

FOR CONDITIONS:

1 - Inadequate; 2 - Below Average; 3 - Average; 4 - Above Average; 5 - Excellent

SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
BUILDING COMPONENT EVALUATION WORKSHEET
(Complete an individual form for each building addition)

Facility ID#: _____ County: _____
Facility Name: _____
Square Feet of Building: _____ Year Constructed: _____

BUILDING STRUCTURES:

_____ Load Bearing Masonry _____ Steel Frame
_____ Wood Frame Other (specify): _____
Building Structures Remarks: (use additional sheets if needed)
Overall Building Structure Condition: 1 2 3 4 5

FLOOR STRUCTURES:

Number of floors: _____

_____ Steel Joist/Concrete Floor Area Square Feet: _____
_____ Wood Joists Floor Area Square Feet: _____
_____ Slab on Grade Floor Area Square Feet: _____
Other (specify): _____ Floor Area Square Feet: _____
Floor Structures Remarks: (use additional sheets if needed)
Overall Floor Structure Condition: 1 2 3 4 5

ROOF:

Roof Structure:

_____ Steel Joists _____ Wood Joists Other(specify): _____
Roof Structure Remarks: (use additional sheets if needed)
Overall Roof Structure Condition: 1 2 3 4 5

Roof Coverings:

	Sq. Feet	Yr. Installed	Condition
_____ Built-Up Roofing	_____	_____	_____
_____ Modified Bituminous	_____	_____	_____
_____ Shingles, Asphalt	_____	_____	_____
_____ Shingles, Fiberglass	_____	_____	_____
_____ Membrane, Ballasted	_____	_____	_____
_____ Membrane, Mech. Fast.	_____	_____	_____
_____ Membrane, Direct Glue	_____	_____	_____
_____ Metal Roofing	_____	_____	_____
Other (specify): _____	_____	_____	_____

Roof Coverings Remarks: (use additional sheets if needed)

Overall Roof Coverings Condition: 1 2 3 4 5

FOR CONDITIONS

1 - Inadequate; 2 - Below Average; 3 - Average; 4 - Above Average; 5 - Excellent

WALL FINISHES:

	Square Feet	Condition
_____ Plaster	_____	_____
_____ Drywall	_____	_____
_____ Masonry	_____	_____
_____ Ceramic Tile	_____	_____
Other (Specify): _____	_____	_____

Wall Finishes Remarks: (use additional sheets if needed)

Overall Wall Finishes Condition: 1 2 3 4 5

CEILING FINISHES:

	Square Feet	Condition
_____ Plaster	_____	_____
_____ Drywall	_____	_____
_____ Acoustical Tile	_____	_____
_____ Exposed	_____	_____
Other (Specify): _____	_____	_____

Ceiling Finishes Remarks: (use additional sheets if needed)

Overall Ceiling Finishes Condition: 1 2 3 4 5

FLOOR FINISHES:

	Square Feet	Condition
_____ Asbestos Tile	_____	_____
_____ Vinyl Composition Tile	_____	_____
_____ Ceramic Tile	_____	_____
_____ Terrazzo	_____	_____
_____ Exposed Concrete	_____	_____
_____ Exposed Wood	_____	_____
Other (Specify): _____	_____	_____

Floor Finishes Remarks: (use additional sheets if needed)

Overall Floor Finishes Condition: 1 2 3 4 5

DOORS:

Exterior Doors:

	Number	Condition
_____ Aluminum, Exterior	_____	_____
_____ Steel, Exterior	_____	_____
_____ Wood, Exterior	_____	_____
Other, (Specify): _____	_____	_____

Exterior Doors Remarks: (use additional sheets if needed)

Overall Exterior Doors Condition: 1 2 3 4 5

FOR CONDITIONS:

1 - Inadequate; 2 - Below Average; 3 - Average; 4 - Above Average; 5 - Excellent

Interior Doors:	Number	Condition
☐ Aluminum, Interior		
☐ Steel, Interior		
☐ Hollow Core Wood		
☐ Solid Core Wood		
☐ Fire Rated Wood		
Other (Specify):		

Interior Doors Remarks: (use additional sheets if necessary)

Overall Interior Doors Condition: 1 2 3 4 5

WINDOWS:

Operating Windows:	Number	Energy Efficient	Year Installed
☐ Aluminum Frame, Oper.			
☐ Steel Frame, Oper			
☐ Wood Frame, Oper			
☐ Vinyl Frame, Oper			
☐ Rescue/Ventilation			
Other (Specify):			

Operating Windows Remarks: (use additional sheets if needed)

Overall Operating Windows Condition: 1 2 3 4 5

Fixed Windows:	Number	Energy Efficient	Year Installed
☐ Aluminum Frame, Fixed			
☐ Steel Frame, Fixed			
☐ Wood Frame, Fixed			
☐ Vinyl Frame, Fixed			
Other (Specify):			

Fixed Windows Remarks: (use additional sheets if needed)

Overall Fixed Windows Condition: 1 2 3 4 5

BOILERS:	Number	Average mbh	Manufacturer
☐ Boilers, Gas Fired			
☐ Boilers, Coal Fired			
☐ Boilers, Oil Fired			
☐ Boilers, Wood Fired			
☐ Boilers, Propane Fired			

FOR CONDITIONS:

1 - Inadequate; 2 - Below Average; 3 - Average; 4 - Above Average; 5 - Excellent

BOILERS (cont'd):

	Number	Average mbh	Manufacturer
Other (Specify): _____	_____	_____	_____
Boilers Remarks: (use additional sheets if needed)			

Overall Boilers Condition:	1	2	3	4	5
----------------------------	---	---	---	---	---

FURNACES:

	Number	Average mbh	Manufacturer
_____ Furnace, Gas Fired	_____	_____	_____
_____ Furnace, Coal Fired	_____	_____	_____
_____ Furnace, Oil Fired	_____	_____	_____
_____ Furnace, Propane Fired	_____	_____	_____
Other (Specify): _____	_____	_____	_____
Furnace Remarks: (use additional sheets if needed)			

Overall Furnaces Condition:	1	2	3	4	5
-----------------------------	---	---	---	---	---

AIR HANDLING UNITS:

	Number
_____ Roof Type	_____
_____ Interior Units	_____
Other (Specify): _____	_____
Air Handling Units Remarks: (use additional sheets if needed)	

Overall Air Handling Condition:	1	2	3	4	5
---------------------------------	---	---	---	---	---

INTERIOR VENTILATION TYPE:

_____ Central
_____ Individual
Other (Specify): _____
Interior Ventilation Remarks: (use additional sheets if needed)

Overall Interior Ventilation Condition:	1	2	3	4	5
---	---	---	---	---	---

AIR HANDLING HEAT SYSTEMS:

	Number
_____ Cabinet, Fan Coil	_____
_____ Cabinet, Unit Heater	_____
_____ Individual Furnaces	_____
_____ Fin Coil	_____
_____ Radiator	_____

FOR CONDITIONS:

1 - Inadequate; 2 - Below Average; 3 - Average; 4 - Above Average; 5 - Excellent

AIR HANDLING HEAT SYSTEMS (cont'd): Number

_____ Baseboard _____

_____ Hot Water _____

_____ Steam _____

Other (Specify): _____

Air Handling Heat Systems Remarks: (use additional sheets if needed)

Overall Air Handling Heat Systems Condition: 1 2 3 4 5

OUTDOOR AIR VENTILATION:

_____ Natural

_____ Mechanical

Other (Specify): _____

Outdoor Air Ventilation Remarks: (use additional sheets if needed)

Overall Outdoor Air Ventilation Condition: 1 2 3 4 5

HEATING/COOLING UNITS:

Number

_____ Unit Ventilators _____

_____ Incremental Units _____

_____ Heat Pumps, Standard _____

_____ Heat Pumps, Water Source _____

_____ Multi-Zone Units _____

_____ Single Zone Units _____

_____ Duct Heaters _____

Other (Specify): _____

Heating/Cooling Units Remarks: (use additional sheets if needed)

Overall Heating/Cooling Condition: 1 2 3 4 5

ELECTRICAL:

Lighting Fixtures:

Number

_____ Florescent Fixtures _____

_____ Incandescent Fixtures _____

_____ Mercury Vapor Fixtures _____

_____ High Pressure Sodium Fixtures _____

Other (Specify): _____

Lighting Fixtures Remarks: (use additional sheets if needed)

Overall Lighting Fixtures Condition: 1 2 3 45

FOR CONDITIONS:

1 - Inadequate; 2 - Below Average; 3 - Average; 4 - Above Average; 5 - Excellent

Fire Alarm System:

Manufacturer: _____

	Number
_____ Smoke Detectors	_____
_____ Heat Detectors	_____
_____ Pull Stations	_____

Fire Alarm System Remarks: (use additional sheets if needed)

Overall Fire Alarm System Condition: 1 2 3 4 5

Power/Receptacle System:

Power/Receptacle System Remarks: (use additional sheets if needed)

Overall Power/Receptacle System Condition: 1 2 3 4 5

TECHNOLOGY INFRASTRUCTURE:

	Condition
_____ Sufficient Electrical Capacity	_____
_____ Power Receptacles Availability	_____
_____ Technology Electrical Wiring	_____
_____ Technology Delivery Systems	_____
ID Network Type (if available) _____	_____
Others (Specify): _____	_____
Deficiencies	

Technology Remarks:

Overall Technology Infrastructure Condition: 1 2 3 4 5

FOR CONDITIONS:

1 - Inadequate; 2 - Below Average; 3 - Average; 4 - Above Average; 5 - Excellent

**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
FACILITIES SPACES EVALUATION - EARLY CHILDHOOD/PRIMARY
(Complete one form for each building)**

School ID #: _____ County: _____
School Name: _____

NOTE: Difference = No. of existing rooms - (minus) No. of Required spaces. No. rooms are evaluated as the same types

1. ADMINISTRATION: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

2. STUDENTS SERVICES: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

3. KINDERGARTEN: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

4. PRIMARY: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

5. ITINERANT SPACES: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

6. MEDIA CENTER: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

7. SPECIAL EDUCATION: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

8. MUSIC: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

9. ART: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

10. COMPUTER LAB: Exist spaces_____Reqd. spaces_____Difference +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

11. MULTI-PURPOSE: Exist spaces_____Reqd. spaces_____Difference +/- _____

A. Activities:

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

B. Dining:

Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

12. SEPARATE DINING: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

13. KITCHEN: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Adequate
Storage: 1 2 3 4 5
Remarks:

14. STAFF/FACULTY: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

15. TOILETS: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5

FIXTURES: Exist fixtrs _____ Reqd. fixtrs _____ Difference, +/- _____

Condition: 1 2 3 4 5
Remarks:

16. STORAGE GENERAL: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

17. STORAGE INSTR: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

18. CUSTODIAL: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

19. OTHER SPACES: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

20. ADEQUACY/CONDITION OF FURNISHINGS AND EQUIPMENT:

Condition: 1 2 3 4 5

Remarks:

21. ECONOMIES OF SCALE: 1 2 3 4 5
(Refer to Handbook - 100.0142 G.)

22. BLDG UTILIZATION, (U): _____ % 1 2 3 4 5

U = $100 \times (\text{This year's enrollment}) / (25 \times \text{No. existing teaching spaces})$

Name Exceptionality programs/no spaces used _____

1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

faceval

SCHOOL IMPROVEMENT COST SUMMARY
(Based on deficiencies identified during the evaluation of existing facilities)

EARLY CHILDHOOD/PRIMARY

SCHOOL NAME/USE _____
 COUNTY _____
 DESIGN CAPACITY ENROLLMENT _____

IMPROVEMENT ITEM	UNIT	QUANTITY	UNIT COST	ITEM COST	REMARKS
1. SITE WORK:					
Land Acquisition	ACRES	_____	_____	_____	_____
Excavation/Grade	CUB FT	_____	_____	_____	_____
Drainage	LIN FT	_____	_____	_____	_____
Walks (6ft wide)	SQ FT	_____	_____	_____	_____
Parking	SQ FT	_____	_____	_____	_____
Bus Loading	SQ FT	_____	_____	_____	_____
Roads	SQ FT	_____	_____	_____	_____
Playing Fields	SQ FT	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Sub-Total	=====	=====	=====	=====	=====
2. RENOVATIONS, EXTERIOR:					
Wall Structure	SQ FT	_____	_____	_____	_____
Floor Structure	SQ FT	_____	_____	_____	_____
Roof Structure	SQ FT	_____	_____	_____	_____
Wall Facing	SQ FT	_____	_____	_____	_____
Windows	EACH	_____	_____	_____	_____
Doors/Frames	EACH	_____	_____	_____	_____
Roofing	SQ FT	_____	_____	_____	_____
Coping/Parapet	LIN FT	_____	_____	_____	_____
Painting	SQ FT	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Sub-Total	=====	=====	=====	=====	=====

3.RENOVATIONS, INTERIOR:

Floor Covering	SQ FT				
Patch & Painting	SQ FT				
Ceiling Finish	SQ FT				
Plumbing	SQ FT				
Heating/Ventilating	SQ FT				
Air Conditioning	SQ FT				
Lighting	SQ FT				
Wiring	SQ FT				
Fire Alarm	SQ FT				
Communic System	SQ FT				
Interior Doors	EACH				
Other _____					
Other _____					
Other _____					
Sub-Total					

4.BUILDING ADDITIONS INCLUDING FURNITURE, FURNISHINGS & EQUIPMENT:

Administration	SQ FT				
Student Services	SQ FT				
Kindergarten	SQ FT				
Primary	SQ FT				
Media Center	SQ FT				
Special Education	SQ FT				
Music	SQ FT				
Art	SQ FT				
Computer Lab	SQ FT				
Multi-Purpose	SQ FT				
Kitchen	SQ FT				
Staff/Faculty	SQ FT				
Toilets/Fixtures	SQ FT				
Storage General	SQ FT				
Storage Instructional	SQ FT				
Custodial	SQ FT				
Other _____					
Other _____					
Other _____					
Circulation	@30%				
Sub-Total					

5. SPECIAL EDUCATION:

Elevator	EACH	_____	_____	_____	_____
Sprinkler System	SQ FT	_____	_____	_____	_____
Kitchen Equipment	ALL	_____	_____	_____	_____
Waste Treatment	EACH	_____	_____	_____	_____
Other _____		_____	_____	_____	_____
Other _____		_____	_____	_____	_____
Other _____		_____	_____	_____	_____
Sub-Total		=====	=====	=====	=====

6. OTHER SPECIAL COSTS:

_____		_____	_____	_____	_____
_____		_____	_____	_____	_____
_____		_____	_____	_____	_____
Sub-Total		=====	=====	=====	=====

7. ARCHITECTURAL/ENGINEERING FEES:

New Construction	_____ %	_____	_____	_____	_____
Renovations	_____ %	_____	_____	_____	_____
Sub-Total		=====	=====	=====	=====

8. MISCELLANEOUS:

Survey	EACH	_____	_____	_____	_____
Soil Inv.	EACH	_____	_____	_____	_____
Other _____		_____	_____	_____	_____
Other _____		_____	_____	_____	_____
Other _____		_____	_____	_____	_____
Sub-Total		=====	=====	=====	=====

9. CONTINGENCIES:

New Construction	_____ %	_____	_____	_____	_____
Renovations	_____ %	_____	_____	_____	_____
Sub-Total		=====	=====	=====	=====

10. GRAND TOTAL PROJECT COST:

_____	_____	_____	_____	_____	_____
-------	-------	-------	-------	-------	-------

Additional Land	_____	_____	_____	_____	_____
Improved To Bring	ACRES	_____	_____	_____	_____
To State Standard	_____	_____	_____	_____	_____
	Design/Capacity	\$/Student		Amount	
Cost To Build	_____	_____	_____	_____	_____
A New School/No Land	_____	_____	_____	_____	_____
Ratio - Cost to Improve					
The Building/Cost of					
New Building	_____	_____	_____	_____	_____

costsum

SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
FACILITIES SPACES EVALUATION - MIDDLE/JUNIOR HIGH SCHOOL
(Complete one form for each building)

School ID#: _____ County: _____
School Name: _____

NOTE: Difference = No. of existing rooms - (minus) No. of Required spaces.

1. ADMINISTRATION: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

2. STUDENT SERVICES: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

3. BASIC: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Language Arts, Mathematics, Social Studies, Science

Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

4. READING: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

5. HEALTH EDUCATION: Exist spaces _____ Reqd. spaces _____ Difference +/- _____

Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

6. COMPUTER LAB: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

7. INST. MAT. CENTER: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

8. HOME ECONOMICS: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

9. ART: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

10. IND. TECHNOLOGY: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

11. MUSIC: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

12. PHYSICAL ED: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

13. AUDITORIUM: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

14. KITCHEN: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

15. DINING: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

16. SPECIAL ED: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

17. STAFF/FACULTY: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

18. TOILETS: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

FIXTURES: Exist fixtrs_____Reqd. spaces_____Difference, +/- _____

Condition: 1 2 3 4 5

Remarks:

19. CUSTODIAL: No. of spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

20. MECHANICAL: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

21. STORAGE GENERAL: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

22. STORAGE INSTR: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

23. OTHER SPACES: No. of spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

24. OTHER SPACES: No. of spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

25. ADEQUANCY/CONDITION OF FURNISHINGS AND EQUIPMENT:

Condition: 1 2 3 4 5

Remarks:

26. ECONOMIES OF SCALE: 1 2 3 4 5
(Refer to Handbook - 100.0142G)

27. BLDG UTILIZATION, (U): _____% 1 2 3 4 5

U = $100 \times (\text{This year's enrollment}) / (25 \times \text{No. existing teaching spaces})$

Name Exceptionality programs/no spaces used _____

1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

SCHOOL IMPROVEMENT COST SUMMARY
(Based on deficiencies identified during the evaluation of existing facilities)

MIDDLE/JUNIOR HIGH SCHOOL

SCHOOL NAME/USE _____
 COUNTY _____
 DESIGN CAPACITY ENROLLMENT _____

IMPROVEMENT ITEM	UNIT	QUANTITY	UNIT COST	ITEM COST	REMARKS
1. SITE WORK:					
Land Acquisition	ACRES	_____	_____	_____	_____
Excavation/Grade	CUB FT	_____	_____	_____	_____
Drainage	LIN FT	_____	_____	_____	_____
Walks (6ft wide)	SQ FT	_____	_____	_____	_____
Parking	SQ FT	_____	_____	_____	_____
Bus Loading	SQ FT	_____	_____	_____	_____
Roads	SQ FT	_____	_____	_____	_____
Playing Fields	SQ FT	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Sub-Total	_____	_____	_____	_____	_____
2. RENOVATIONS, EXTERIOR:					
Wall Structure	SQ FT	_____	_____	_____	_____
Floor Structure	SQ FT	_____	_____	_____	_____
Roof Structure	SQ FT	_____	_____	_____	_____
Wall Facing	SQ FT	_____	_____	_____	_____
Windows	EACH	_____	_____	_____	_____
Doors/Frames	EACH	_____	_____	_____	_____
Roofing	SQ FT	_____	_____	_____	_____
Coping/Parapet	LIN FT	_____	_____	_____	_____
Painting	SQ FT	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Sub-Total	_____	_____	_____	_____	_____

3. RENOVATIONS, INTERIOR:

Floor Covering	SQ FT				
Patch & Painting	SQ FT				
Ceiling Finish	SQ FT				
Plumbing	SQ FT				
Heating/Ventilating	SQ FT				
Air Conditioning	SQ FT				
Lighting	SQ FT				
Wiring	SQ FT				
Fire Alarm	SQ FT				
Communication System	SQ FT				
Interior Doors	EACH				
OTHER _____					
OTHER _____					
OTHER _____					
Sub-Total					

4. BUILDING ADDITIONS including FURNITURE, FURNISHINGS AND EQUIPMENT:

Administration	SQ FT				
Student Services	SQ FT				
Basic	SQ FT				
Reading	SQ FT				
Health Education	SQ FT				
Computer Lab	SQ FT				
Inst. Mat Center	SQ FT				
Home Economics	SQ FT				
Art	SQ FT				
Ind. Technology	SQ FT				
Music	SQ FT				
Physical Ed	SQ FT				
Auditorium	SQ FT				
Kitchen	SQ FT				
Dining	SQ FT				
Business Ed	SQ FT				
Co-Op Education	SQ FT				
Special Ed	SQ FT				
Drivers Ed	SQ FT				
Staff/Faculty	SQ FT				
Toilets/Fixtures	SQ FT				
Custodial	SQ FT				
Mechanical	SQ FT				
Storage - General	SQ FT				
Storage - Instr.	SQ FT				
Other _____					

Other _____	_____	_____	_____	_____	_____
Circulation	@30%	_____	_____	_____	_____

Sub-Total	=====	=====	=====	=====	=====
-----------	-------	-------	-------	-------	-------

5.SPECIAL CONSTRUCTION:

Elevator	EACH	_____	_____	_____	_____
Sprinkler System	SQ FT	_____	_____	_____	_____
Kitchen Equipment	ALL	_____	_____	_____	_____
Waste Treatment	EACH	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____

Sub-Total	=====	=====	=====	=====	=====
-----------	-------	-------	-------	-------	-------

6.OTHER SPECIAL COSTS:

_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Sub-Total	=====	=====	=====	=====	=====
-----------	-------	-------	-------	-------	-------

7.ARCHITECTURAL/ENGINEERING FEES:

New Construction	_____ %	_____	_____	_____	_____
Renovations	_____ %	_____	_____	_____	_____

Sub-Total	=====	=====	=====	=====	=====
-----------	-------	-------	-------	-------	-------

8.MISCELLANEOUS:

Survey	EACH	_____	_____	_____	_____
Soil Inv.	EACH	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Sub-Total	=====	=====	=====	=====	=====
-----------	-------	-------	-------	-------	-------

9.CONTINGENCIES:

New Construction	_____ %	_____	_____	_____	_____
Renovations	_____ %	_____	_____	_____	_____

Sub-Total	=====	=====	=====	=====	=====
-----------	-------	-------	-------	-------	-------

10. GRAND TOTAL
PROJECT COST:

ADDITIONAL LAND
IMPROVED TO BRING

ACRES

COST TO BUILD
A NEW SCHOOL/
NO LAND

RATIO - COST TO
IMPROVE THE BLDG/
COST OF NEW BLDG

**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
FACILITIES SPACES EVALUATION - HIGH SCHOOL
(Complete one form for each building)**

School ID# _____ County: _____
School Name: _____

NOTE: Difference = No. of existing spaces -(minus) No. of Required spaces.

1. ADMINISTRATION: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

2. STUDENT SERVICES: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

3. BASIC: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Language Arts, Mathematics, Social Studies, Science

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

4. READING: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

5. HEALTH EDUCATION: Exist spaces _____ Reqd. spaces _____ Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

6. COMPUTER LAB: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

7. INST. MAT. CENTER: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

8. HOME ECONOMICS: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

9. ART: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

10. IND. TECHNOLOGY: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

11. MUSIC: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

12. PHYSICAL ED: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

13. AUDITORIUM: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

14. KITCHEN: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

15. DINING: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

16. BUSINESS ED: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

17. CO-OP EDUCATION: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

18. SPECIAL ED: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

19. DRIVERS ED: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

20. STAFF/FACULTY: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

21. TOILETS: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

FIXTURES: Exist fixtrs_____Reqd. fixtrs_____Difference, +/- _____

Condition: 1 2 3 4 5

Remarks:

22. CUSTODIAL: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

23. MECHANICAL: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

24. STORAGE GENERAL: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

25. STORAGE INSTR: Exist spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

26. OTHER SPACES: No. of spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

27. OTHER SPACES: No. of spaces_____Reqd. spaces_____Difference, +/- _____

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

faceval



SCHOOL IMPROVEMENT COST SUMMARY
(Based on deficiencies identified during the evaluation of existing facilities)

HIGH SCHOOL

SCHOOL NAME/USE _____
 COUNTY _____
 DESIGN CAPACITY ENROLLMENT _____

IMPROVEMENT ITEM	UNIT	QUANTITY	UNIT COST	ITEM COST	REMARKS
1. SITE WORK:					
Land Acquisition	ACRES	_____	_____	_____	_____
Excavation/Grade	CUB FT	_____	_____	_____	_____
Drainage	LIN FT	_____	_____	_____	_____
Walks (6ft wide)	SQ FT	_____	_____	_____	_____
Parking	SQ FT	_____	_____	_____	_____
Bus Loading	SQ FT	_____	_____	_____	_____
Roads	SQ FT	_____	_____	_____	_____
Playing Fields	SQ FT	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Sub-Total	=====	=====	=====	=====	=====
2. RENOVATIONS, EXTERIOR:					
Wall Structure	SQ FT	_____	_____	_____	_____
Floor Structure	SQ FT	_____	_____	_____	_____
Roof Structure	SQ FT	_____	_____	_____	_____
Wall Facing	SQ FT	_____	_____	_____	_____
Windows	EACH	_____	_____	_____	_____
Doors/Frames	EACH	_____	_____	_____	_____
Roofing	SQ FT	_____	_____	_____	_____
Coping/Parapet	LIN FT	_____	_____	_____	_____
Painting	SQ FT	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Sub-Total	=====	=====	=====	=====	=====

3.RENOVATIONS, INTERIOR:

Floor Covering	SQ FT				
Patch & Painting	SQ FT				
Ceiling Finish	SQ FT				
Plumbing	SQ FT				
Heating/Ventilating	SQ FT				
Air Conditioning	SQ FT				
Lighting	SQ FT				
Wiring	SQ FT				
Fire Alarm	SQ FT				
Communication System	SQ FT				
Interior Doors	EACH				
Other _____					
Other _____					
Other _____					
Sub-Total					

4.BUILDING ADDITIONS including FURNITURE, FURNISHINGS AND EQUIPMENT:

Administration	SQ FT				
Student Services	SQ FT				
Basic	SQ FT				
Reading	SQ FT				
Health Education	SQ FT				
Computer Lab	SQ FT				
Inst. Mat. Center	SQ FT				
Home Economics	SQ FT				
Art	SQ FT				
Ind. Technology	SQ FT				
Music	SQ FT				
Physical Ed	SQ FT				
Auditorium	SQ FT				
Kitchen	SQ FT				
Dining	SQ FT				
Special Ed	SQ FT				
Staff/Faculty	SQ FT				
Toilets/Fixtures	SQ FT				
Custodial	SQ FT				
Mechanical	SQ FT				
Storage General	SQ FT				
Storage Instructional	SQ FT				
Other _____					
Other _____					
Other _____					

Circulation	@30%				
-------------	------	--	--	--	--

Sub-Total					
-----------	--	--	--	--	--

5.SPECIAL CONSTRUCTION:

Elevator	EACH				
Sprinkler System	SQ FT				
Kitchen Equipment	ALL				
Waste Treatment	EACH				
Other					
Other					
Other					

Sub-Total					
-----------	--	--	--	--	--

6.OTHER SPECIAL COSTS:

Sub-Total					
-----------	--	--	--	--	--

7.ARCHITECTURAL/ENGINEERING FEES:

New Construction	%				
Renovations	%				

Sub-Total					
-----------	--	--	--	--	--

8.MISCELLANEOUS:

Survey	EACH				
Soil Inv.	EACH				

Sub-Total					
-----------	--	--	--	--	--

9.CONTINGENCIES:

New Construction	%				
Renovations	%				

Sub-Total					
-----------	--	--	--	--	--

10. GRAND TOTAL
PROJECT COST

ADDITIONAL LAND
IMPROVED TO BRING
TO STATE STANDARDS

ACRES

**STUDENT ENROLLMENT REQUIREMENTS
TO MEET
SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA GUIDELINES
FOR ECONOMIES OF SCALE**

The following table indicates the enrollment needed for a school to be eligible for SBA funding. This size is based upon their grade structure. The recommended sizes to effectively meet economies of scale are as follows:

Kindergarten	Two classes - 20 students per class
Elementary Schools	Grade levels 1-8 - two classes per grade level - 25 students per class
Middle/Junior	Grade levels 5-9 - 150 students per grade level
High Schools	Grade levels 10-12 - 200 students per grade level

<u>Grades</u>	<u>100% Enrollment Required</u>		<u>Grades</u>	<u>100% Enrollment Required</u>
ELEMENTARY				
K only	40		K - 9	590
K - 1	90		K - 12	1,590
K - 2	140		1 - 3	150
K - 3	190		1 - 4	200
K - 4	240		1 - 5	250
K - 5	290		1 - 6	300
K - 6	340		1 - 7	350
K - 7	390		2 - 5	200
K - 8	440		2 - 6	250
			3 - 5	150

MIDDLE/JUNIOR HIGH

3 - 6	400	5 - 8	600
3 - 8	700	5 - 9	750
4 - 5	200	6 - 8	450
4 - 6	350	7 - 8	300
4 - 9	800	7 - 9	450
5 - 6	300		

HIGH SCHOOL

7 - 12	1,050
8 - 12	900
9 - 12	800
10 - 12	600
11 - 12	400

(1) Funding consideration will be given to enrollments that meet 85% of these EOS Guidelines.

(2) Often there are factors such as distance, geographic barriers or financial limitations that will effect the ability of the school system to meet the economies of scale in regard to the enrollment of a school. Therefore, the Authority could waive this requirement in extraordinary circumstances.

SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA

PROVISION OF WAIVER FOR EXPENDITURE OF GRANTS ON SCHOOLS WITH ENROLLMENT UNDER THE ECONOMIES OF SCALE GUIDELINES

A waiver to the expenditure of SBA Funds may be requested for projects in schools where the enrollment is less than the Economies of Scale Guidelines as designated by the Authority and the State Board of Education. Information concerning the facility and the proposed project must be provided on SBA Form 131 Economy of Scale Waiver Request by the county board of education and the project must be in agreement with the county's ten year Comprehensive Educational Facilities Plan. Additionally, the request must be accordance with one or more of the following:

1. A waiver may be granted to address specific fire, safety or health violations or conditions when the health and/or safety of students who must continue to be housed in the facility is jeopardized.
2. A waiver may be granted for a school project when the facility will, in accordance with the ten year Comprehensive Educational Facilities Plan, be receiving additional enrollments from other attendance areas in the near future.
3. A waiver may be granted for a school project when the specific school is determined to be geographically isolated from other school populations and eliminates the potential for attaining enrollment economies.
4. A waiver may be granted when a school is the only facility in the county that provides service to students in the particular grade levels included in the school. For example - Is this the only middle school/high school or elementary school in the county?

A waiver for projects other than the correction of health and safety problems should not be granted to a school that is functional or scheduled for closure in the Comprehensive Educational Facilities Plan.

Rev. 10/94
eos

**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
ECONOMY OF SCALE WAIVER REQUEST**

County _____ Facility Name _____ Date _____
Classification of Facility _____ Current Grade Configuration _____
Current Enrollment _____ Proposed Grade Configuration as per CEFP _____

A. Describe Proposed Construction/Renovation to occur at this facility. Is there emergency health or safety issues involved in this improvement? Elaborate fully.

B. Will this facility be a receiving school for other future consolidated facilities? If so, identify school(s) that are proposed to be closed, the number of students to be transferred to this facility and the school year projected:

School(s)	_____	Enrollment	_____
	_____	to be	_____
	_____	Transferred	_____

C. Describe specific geographical barriers that would require this facility to remain in operation even though it does not meet Economies of Scale.

D. Is this the only school in the county that serves students at this grade level?
_____ YES _____ NO

Has a Multi-County/Regional project been considered to improve the educational opportunities of students and the Economies of Scale? Provide supporting data describing this alternative.

If this facility were closed and consolidated with the nearest compatible school, what would the maximum travel time be, the name of the receiving school and the number of students that would be required to travel on a school bus beyond the State Department of Education recommended travel times?

Receiving School(s) Name _____

Maximum travel time for students from closed school _____

Number of students that would be required to travel by a school bus that would exceed the State Department of Education recommended travel time _____

Additional supporting documentation may be attached if desirable.

SBA131

**COMPREHENSIVE EDUCATIONAL FACILITY PLAN
APPLICATION FOR AMENDMENT**

To be submitted to the SBA and the WVDE

COUNTY: _____
AMENDMENT #: _____

DATE: _____
AMENDMENT TYPE(s):
A. Budget ☐ B. Project ☐ C. Overall Plan ☐

Date Amendment Approved by LEA: _____ Signature of County Superintendent: _____

Briefly describe the nature of the amendment and/or the scope of work to be completed:

A. BUDGET AMENDMENTS FOR PREVIOUSLY APPROVED PROJECT WITHIN THE CURRENT CEFP

Include a revised CEFP finance plan summary sheet and any other altered CEFP pages with revision date as per Section E and to specifically reflect the project expenditures requested in this amendment. Briefly describe the need to adjust the present budget.

		<u>Budget Amount</u>
1. Total project budget previously approved in CEFP		\$ _____
a. SBA Grant	\$ _____	
b. Other (Describe)	\$ _____	
2. Amendment to this project budget (+/-)		\$ _____
a. SBA Grant	\$ _____	
b. Other (Describe)	\$ _____	
3. Total amount of this project if amendment is approved		\$ _____

B. AMENDMENT TO EXISTING OR NEW PROJECT (Complete information on reverse side of form if 2, 3, or 4 are checked below)

- | | |
|---|---|
| 1. ☐ Revise the scope of an existing project | 2. ☐ Add a new project not currently in the current CEFP |
| 3. ☐ New addition or renovation project | 4. ☐ Technology and/or building infrastructure improvement |

Provide a revised budget in Part A for the project(s) effected by this amendment. Also, provide replacement sheets for the current approved plan on file in the SBA and WVDE offices for all chapters of the plan affected by the amendment. Include revisions dates on all replacement sheets as per Section E.

C. OVERALL PLAN AMENDMENT (Complete Information on Reverse Side of Form)

Amendments to the overall plan are defined as those changes that alter the educational delivery models (grade configuration, delivery system, etc.) or dramatically effect the major elements of the CEFP identified in State Board Policy 6200, Chapter 1, Handbook on Planning Schools or Goals and Objectives of the SBA (West Virginia Code §18-9D-15). Provide replacement sheets for the current approved plan on file in the SBA and WVDE offices for all chapters of the plan affected by the amendment include revisions dates on all replacement sheets as per Section E.

**D. AMENDMENT JUSTIFICATION AS REQUIRED IN WEST VIRGINIA CODE §18-9D-15
(Attach additional backup information if required.)**

1. Describe how the amendment alters the current ten-year comprehensive educational facilities plan, project, finance plan and changes in the scope of the project. (Narrative)
2. Provide the impact of this amendment upon the educational opportunities of students and the budget of the LEA. (Narrative)
3. Describe how the existing facility plan does not and the proposed amendment does meet the following goals of the SBA:
 - a. Student Health and Safety
 - b. Economy of Scale
 - c. Travel Time
 - d. Multi-County Project
 - e. Curricular Improvements
 - f. Educational Innovations
 - g. Adequate Space

E. SUBMISSION OF REVISED CEFPP PAGES

List the page numbers changed in your CEFPP by this amendment, attach the altered pages to this form, place the revision date (revised [date]) on the bottom right hand corner of each revised page and submit one copy to both the SBA and the WVDE. If additional pages are required, use the page number from the preceding page in the CEFPP and add successive letters, i.e., 47, 47a, 47b, 48.

FOR SBA AND SDE USE ONLY

Project Number: _____ Previous Budget Approved: \$ _____ Amended Budget Approved: \$ _____

SBA APPROVAL DATE: _____ **SDE APPROVAL DATE:** _____

**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
EXHIBIT B
REQUISITION FORM**

COUNTY: _____ DATE: _____

SUBMIT TO:

United National Bank
P.O. Box 393
Charleston, WV 25392
Attention: Kathy Smith

SUBMIT TO:

School Building Authority of West Virginia
2300 Kanawha Blvd., East
Charleston, WV 25311-2306
Attention: Garry Stewart

You are authorized to make the following disbursement from the School Building Authority of West Virginia Project Fund (the "Fund") maintained under that certain Depository Agreement dated February 15, 1990 by and between the School Building Authority of West Virginia and United National Bank, as Depository.

- (1) County Account: _____
- (2) Requisition Number: _____
- (3) Name of School: _____
- (4) SBA Project Number: _____
- (5) Name and Address of Payee:
(Co. Bd. Of Ed. Or RESA) _____

- (6) Amount:
(Total all invoices) _____

- A. The expense listed above has been incurred as a cost of a project identified in the Grant Contract, dated _____ by and between the School Building Authority of West Virginia and the undersigned county board.
- B. A copy of the invoice relating to this payment and a description of the work, materials or equipment is attached. Such materials are not subject to any lien or security interest and such funds will not be used to satisfy such lien or security interest.
- C. By affixing my signature, I certify that all requisitions from which payment was received the prior month have been paid to the vendor(s).

Dated this ____ day of _____, 199_.

THE BOARD OF EDUCATION OF
THE COUNTY OF _____

By _____
County Superintendent

Note: Requisitions must be received by United National Bank and the Authority on or prior to the 5th day of the month in which payment is required. Nor facsimile requisitions will be accepted for issue of payment.

**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
PROJECT DESCRIPTION AND FINANCE PLAN
EXHIBIT A-1**

County: _____

Date of Grant: _____

Project Number,
School Facility and
Estimated Cost:

XX-XXX-25X

\$ _____

Description of Project:

Revenue Sources:

School Construction Fund Allocation \$ _____

Local Funds \$ _____

Total Finance Plan \$ _____

PROJECT DEVELOPMENT SCHEDULE

Exhibit A-2

High School/Design Build Schedule

Milestone	Timeframe (months)
1. Planning and schematic design	6
2. Design development and technology plan	4
3. Bidding documents	4
4. Construction	22
Total time	36

Middle School/Design Build Schedule

Milestone	Timeframe (months)
1. Planning and schematic design	6
2. Design development and technology plan	4
3. Bidding documents	4
4. Construction	18
Total time	32

Elementary School/Design Build Schedule

Milestone	Timeframe (months)
1. Planning and schematic design	6
2. Design development and technology plan	2
3. Bidding documents	4
4. Construction	14
Total time	26

SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
PROJECT FINANCE PLAN AMENDMENT FORM
EXHIBIT C

COUNTY: _____

DATE: _____

PROJECT DESCRIPTION: _____

Amended Project Finance Plan

☐

Final Project Finance Plan

☐

Description of Funding Sources:	Date of Availability	Construction Budget As Previously Approved by SBA	Increase (Decrease) in Project Funds	Current Construction Budget As Proposed By County BOE	Percentage of Total Funding
---------------------------------	----------------------	---	--------------------------------------	---	-----------------------------

Original SBA Construction Fund Grant

Supplemental SBA Grants Awarded

Local Funding (Indicate Source):

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Other Funding (Indicate Source):

1. DOH Reimbursement
2. Federal Government Grant
- 3.
- 4.
- 5.

TOTAL PROJECT FINANCE PLAN

0.00

0.00

0.00

0.00%

- A. We certify to the best of our knowledge and belief that the above information is correct. A copy of the Board of Education minutes approving this project finance plan change is attached for your reference.

County Board of Education President

County Superintendent

THIS FORM MUST BE UPDATED EACH TIME THE PROJECT FINANCE PLAN IS ALTERED AND THE FINAL PROJECT COST MUST BE RECORDED ON THIS FORM AND ACCOMPANY THE FINAL REQUEST FOR PROJECT CLOSEOUT FUNDS.

NEEDS

SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA CONSTRUCTION FUND PROJECT "NEEDS" - EXECUTIVE SUMMARY

PROJECT _____
COUNTY _____ PROJECT COST \$ _____
FUNDING SOURCE _____

IMPLEMENTING TOTAL CEFP

SBA NEEDS\$ _____ SBA MIPS\$ _____
LOCAL \$ _____ TYPE _____
FEDERAL \$ _____
OTHER \$ _____
TOTAL \$ _____

FUNDING SOURCE - THIS PROJECT

SBA \$ _____
LOCAL \$ _____ TYPE _____
FEDERAL\$ _____
OTHER \$ _____
TOTAL \$ _____

Bonding Capacity \$ _____
Excess Levy Capacity \$ _____

Available Bonding Capacity \$ _____
Available Levy Capacity \$ _____

PROJECT DESCRIPTION

PROJECT STATUS

Site Selected Yes _____ No _____ New Site _____ Geotechnical Yes _____ No _____
Existing Board Owned Property Yes _____ No _____ Survey Performed _____
Programming/Preliminary Design Completed - Describe:

SCHOOL CLOSURE STATUS

School Closure Required	Yes _____	No _____
County Hearing Done	Yes _____	No _____
County BOE Approved	Yes _____	No _____
WV BOE Approved	Yes _____	No _____

COMPLIANCE WITH SBA REQUIREMENTS - PROPOSED NEW PROJECT

HEALTH AND SAFETY

ECONOMIES OF SCALE

Annual Savings \$ _____
Cost Avoidance \$ _____

Proposed facility will _____ will not _____
meet the SBA economies of scale guide.
Students required _____
Students enrolled _____

IF IMPLEMENTED, WHAT IS THE EFFECT OF THIS PROJECT ON PERSONNEL

- Teacher Present No. _____ Projected No. _____ Difference _____
- Service Personnel Present No. _____ Projected No. _____ Difference _____
- Administrators Present No. _____ Projected No. _____ Difference _____

MULTICOUNTY PROJECT

EDUCATIONAL INNOVATIONS AND IMPROVEMENTS

ADEQUATE SPACE FOR PROJECTED STUDENT ENROLLMENT

TRAVEL TIME

LOCAL BOND HISTORY EFFORTS

COMMENTS

#1 DESCRIPTION OF EXISTING FACILITIES

- _____ School currently houses grades _____
- Constructed on a _____ acre site in 19__ which is adequate _____ inadequate _____
- _____ major addition(s) in 19__
- Existing _____ story facility contains _____ sq.ft.
- Current enrollment is _____
- 8th Year Projected Enrollment _____
- Building utilization is _____ %
- Utilities Public Water _____ On-Site Well _____ Public Sewage _____
Package Plant _____ Other _____
- HVAC Gas _____ Electric _____ Coal _____ Other _____
- Cost to upgrade to current standards is \$ _____
- Existing facility contains _____ major structural problems
- Health, safety and building accessibility, Comments: _____

Complete one of the above descriptions for each school affected.

SBA 120

Revised 6/97

exsumneeds

SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA

PROCEDURES FOR REVIEW OF CONSTRUCTION FUND PROJECTS (Needs Funding)

The SBA staff will utilize the following approach to review the projects submitted by each county for competitive school construction funds funding.

Each county in West Virginia who has an approved CEFPP is eligible for capital improvement funds from the SBA based on the needs of the facilities in their district.

Each county is responsible for determining in their facilities plan the specific project(s) for which SBA school construction funds will be requested. This individual project will be fully developed in regard to the issues indicated in 100.10 in this guidelines handbook and have an SBA School Construction Fund Project Summary Report completed.

Proposals for school construction fund projects must be part of an approved CEFPP, and submitted at the request of the Authority based upon the availability of funds for distribution.

The Authority will review and evaluate the projects based upon criteria set forth in 100.10 of the guidelines handbook. A priority list of projects to be funded equal to the amount of the funds available during the specific funding phase will be developed by the Authority.

The SBA will appoint a plan review team that will utilize the "Procedure for Review of School Construction Fund Projects" to assist in the rating of each project submitted by the counties. The Authority reserves the right to request review of any or all projects submitted to them that they feel has special merit or extenuating circumstances.

1. Review of the competitive school construction fund projects
 - a. A review team will be appointed to evaluate the school construction fund projects in accordance with WV Code 18-9D-16 as well as the mission and goals of the Authority as in 18-9D-15.
 - b. This review will utilize the following criteria to evaluate and make recommendations concerning merit for school construction funding.
 - (1) Health and Safety
 - (2) Curriculum and Instruction
 - (3) Adequate Space for Projected Enrollment
 - (4) Economies of Scale
 - (5) Travel Time and Demographics

- (6) Multi-county/Regional Aspects
- (7) Educational Innovations

2. Verification of Evaluations of Existing Facilities -- School Construction Fund Projects

- a. An on-site evaluation team will visit the sites of the school construction fund projects throughout the state as identified by the Authority. This visit will:
 - (1) Verify the scope of the project
 - (2) Assess cost estimates of proposed facilities
 - (3) Evaluate the feasibility of the project
- b. The on-site evaluation team will prepare and submit to the SBA a report of each visit providing a general description of the project; an evaluation of the existing facilities to be effected by the project; judgements of the feasibility of the project including transportation and demographic problems; and cost estimates, ie., new vs. rehabilitation, and/or other options as presented in the plan.

3. The judgements/ratings of the Plan Review Team, and the reports of the On-site Evaluation Team will be provided to the Authority for consideration in their deliberation and final selection of projects to be funded from the "needs" funds.

4. Administrative Interview

Before the Authority determines the statewide prioritized list, members will identify projects where specific questions or clarifications are needed in order to consider the project for funding. Superintendents and County Board Presidents will be asked to appear before the Authority to make presentations regarding their individual projects and to answer questions of the Authority members.

Upon a majority affirmative vote of the members present, the interviews may be held in Executive Session in accordance with WV Code 6-9A-4 (9) which provides that such session may be held for: "matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving competition which, if made public, might adversely affect the financial or other interest of the state or any political subdivision."

a. Purpose of the Interviews

- (1) To provide an opportunity for the local board of education to express the importance of the project to the school system and its impact on the students who will attend the school;
- (2) To clarify any issue or question regarding the project;
- (3) To familiarize the SBA Members with individual projects and provide opportunity for questions prior to deliberations

b. Interview Format

- (1) A short presentation by the county administration emphasizing both cost savings to be gained as well as educational opportunities to be achieved should the project be funded. A strict limitation to 5 minutes will be enforced by the Authority.
- (2) Questions will be asked by the SBA Members concerning the project. A 10 minute limitation will be used for this phase of the interview component.

c. Content of the Superintendent's Comments

- (1) The presentation should address the specific costs and savings as can best be estimated from the data available to the administration. This should include such items as transportation, personnel, O & M and administrative costs.
- (2) Projected timelines should be provided on the completion of design, bidding, and construction components. Status of the project including architectural designs, site selection, and/or other work that has been completed prior to the interview date should be emphasized.
- (3) Any handouts and/or photos that will help clearly address the need of this project, its impact on the quality of education, and the efficiency of administering the county school system maybe utilized during the interview process.
- (4) Be prepared to work with the SBA to develop a project budget for the construction of the proposed facility during this session.

5. After these steps are completed, the Authority will have gathered and compiled sufficient data to make judgmental decisions as to which projects will be funded through school construction fund grants.

SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA

PROCEDURES FOR THE PLAN REVIEW TEAM

The Plan Review Team shall consist of nine members, one representing each of the state's RESAs and the State Department of Education's Director of Facilities Planning.

1. Subdivide the review team into three committees to review the following areas of each project plan:
 - a. H & S, space adequacy
 - b. Curriculum needs, educational innovations
 - c. Economies of scale, multi-county, travel time
2. Each committee will review and discuss the segments of the school construction fund projects they have been assigned to review. All of these projects are to be reviewed prior to assignment of any evaluation ratings in order to conceptualize a competitive standard in the judgement of the evaluators.
3. Each committee member will read the appropriate segments of the project plan and a consensus rating of the committee will be determined for each of the projects. The committee is responsible for making appropriate notes to substantiate their evaluation to the whole team on each project.
4. The committee will continue to read and rate each of the projects reaching a consensus rating for each project. Ratings can now be done at the completion of each reading from this point.
5. Each committee will return to the review team a consensus rating on each of the projects in the areas they were assigned to evaluate.
6. The consensus committee ratings will be compiled on each project using the project summary form and posted on a wall chart for easy observation and comparison by the entire team.
7. The whole team will then review the total ratings for each project and discuss all of the items for evaluation.
8. After the plans have been reviewed by the SBA, interviews will be held with the superintendents of counties where additional information regarding the specifics of their facility plan is needed and project budgets will be developed. The SBA retains the prerogative to include any or all of the projects submitted in the final review.

Project Name: _____
County: _____

1. What is the extent to which the project demonstrates efficiency and/or economies of scale? ie, improves teacher/administrator utilization, improves building utilization, saves funds through school consolidations or other economies, meets SBA enrollment guidelines, etc.

Enrollment: Grade levels ____ - ____, SBA recommended enrollment ____
Proposed Project enrollment ____

- No = 0 Yes = 1

- 1 2 3 4 5 6 7 8 9
(Poor) (Acceptable) (Improved)

4. What is your committee's consensus rating of the proposed project regarding the economies of scale and efficiencies of the plan?

1 2 3 4 5 6 7 8 9
(Low) (Moderate) (High)

-70-

**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
PROJECT EVALUATION FORM
EDUCATIONAL PROGRAM IMPROVEMENT**

Project Name: _____
County: _____

(Circle the appropriate number to indicate your rating.)

1. What is the extent to which the project provides for curricular improvement?

____1____2____3____4____5____6____7____8____9____
 (Some) (Considerable) (Extensive)

2. Does the proposed project contain educational innovations designed to more effectively or efficiently deliver the instructional program? (In order to qualify, a plan should provide a new or different delivery method than any previously used in the county.)

____1____2____3____4____5____6____7____8____9____
 (Low) (Moderate) (High)

Complete Item #3 after your committee has discussed the proposed project.

3. What is your committee's consensus rating of the proposed project regarding educational improvements and innovations?

____1____2____3____4____5____6____7____8____9____
 (Low) (Moderate) (High)

Date

Comments: Please write a short description of how this plan achieves improvement over the present educational program. Use the back of this sheet, if needed.

**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
PROJECT EVALUATION FORM
HEALTH, SAFETY, SPACE**

Project Name: _____
County: _____

(Circle the appropriate number to indicate your rating.)

1. What is the severity of the health and/or safety conditions which are being addressed by this project?

1 2 3 4 5 6 7 8 9
(Minor) (Moderate) (Severe)

2. What is the severity of the need for space to house projected student enrollment in existing facilities?

1 2 3 4 5 6 7 8 9
(Minor) (Moderate) (Severe)

Complete Item #3 after the committee has discussed the proposed project.

3. What is your committee's consensus rating of the proposed project regarding the health, safety and space issues of the plan?

1 2 3 4 5 6 7 8 9
(Low) (Moderate) (High)

Date

Comments:

SBA 107C
Revised 5/15/97
revteam

County: _____

Raw Score	Index	Weighted Score
--------------	-------	-------------------

To what extent does the project demonstrate efficiency and/or economies of scale:

1	2	3	4	5	6	7	8	9	_____ x 1.5 = _____
_____ (Some)			_____ (Moderate)			_____ (High)			

To what extent does the project provide for curricular improvement:

1	2	3	4	5	6	7	8	9	_____ x 1.5 = _____
_____ (Some)			_____ (Moderate)			_____ (High)			

To what extent does the project provide educational innovations:

1	2	3	4	5	6	7	8	9	_____ x 1.5 = _____
_____ (Some)			_____ (Moderate)			_____ (High)			

What is the severity of the existing health and/or safety conditions:

1	2	3	4	5	6	7	8	9	_____ x 1.5 = _____
_____ (Some)			_____ (Moderate)			_____ (High)			

What is the existing severity of the need for space to house projected student enrollment:

1	2	3	4	5	6	7	8	9	_____ x 1.0 = _____
_____ (Some)			_____ (Moderate)			_____ (High)			

To what extent does the proposed project impact upon student travel:

1	2	3	4	5	6	7	8	9	_____ x 1.0 = _____
_____ (Some)			_____ (Moderate)			_____ (High)			

Is this a multi-county project:

Yes = 1

No = 0

_____ x 1.0 = _____

What is the review team's overall rating of this project:

1	2	3	4	5	6	7	8	9	_____ x 1.0 = _____
_____ (Fair)			_____ (Good)			_____ (Excellent)			

Total: _____

needsscores

SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA

GRANT CONTRACT UP TO THE AMOUNT OF \$ _____

WITH THE BOARD OF EDUCATION OF THE COUNTY OF _____

This Grant Contract (the "Contract") is entered into by and between the School Building Authority of West Virginia (the "Authority") and The Board of Education of the County of _____ (the "County Board") this ____ day of _____, 1999.

RECITALS

A. The Authority was established pursuant to the Constitution and laws of the State of West Virginia, including, particularly, Chapter 18, Article 9D of the Code of West Virginia, 1931, as amended (the "Code") (the "Act") to provide available funds (as described in Section 18-9D-6 of the Act) to finance the costs of acquisition, construction, renovation, repair and safety upgrading of facilities for public school purposes in the State of West Virginia (the "State").

B. In accordance with the Act and the Program Guidelines of the Authority, and at the request of the County Board, the Authority has determined to grant funds to the County Board for the purpose of financing the costs of the projects described in Exhibit A-1 attached hereto.

C. This Contract provides the terms and conditions upon which the Authority agrees to make and the County Board agrees to accept such grant.

Section 1. Subject to the terms and conditions described herein, the Authority hereby grants to the County Board, funds up to \$ _____ (the "Grant"). The expiration date of this funding grant shall be _____.

Section 2. The Authority shall be granted the privilege to act as co-owner of properties during construction or renovation of the facility without the liability of ownership.

Section 3. Upon receipt of evidence satisfactory to the Authority that the County Board is prepared to commence expenditures of the proceeds of the Grant during the then current fiscal year, the proceeds of the Grant shall be transferred from the Authority's School Construction Fund held by the West Virginia State Treasurer to United National Bank (the "Depository") and deposited in a fund to be known as the "School Building Authority of West Virginia Project Fund" (the "Project Fund"). The proceeds of the Grant shall be held in a separate subaccount of the Project Fund in the name of the County Board (the "County Account"). The County Board hereby authorizes the Depository to invest amounts on deposit in the County Account in investment securities at the direction of the Authority. All interest earned on such will inure to the benefit of the Authority and will not be available for withdrawal by the County Board.

Section 4. Amounts in the County Account (not including investment earnings therein), may be withdrawn by the County Board at any time upon submitting a Requisition in the form attached hereto as Exhibit B to the Depository, with a copy submitted at the same time to the Authority. The Authority shall have the right to request additional information and/or documentation from the County Board with respect to any such Requisition. Disbursement shall not be made until the Authority approves such Requisition.

Section 5. The County Board hereby covenants and agrees to use the proceeds of the Grant only for approved expenditures with respect to the specific projects described on Exhibit A-1 unless it receives the prior written consent of the Authority. The County Board agrees not to submit a requisition for expenditures which will not be incurred with respect to the project. The County Board agrees to cause said project to be constructed within the total sums available to it, including said grant, in accordance with the plan submitted by the county to the Authority for funding as described in Exhibit A-1 and in accordance with the regulations, guidelines and direction of the Authority.

Section 6. In accordance with the mandates of the Act and regulations promulgated thereunder (the "Code"), the County Board covenants and agrees to expend all of the proceeds of the Grant by its designated expiration date as set forth in Paragraph C., Section 1., of this Contract. If the County Board fails to expend the entire Grant by such date, the County Board hereby authorizes and directs the Authority to withdraw and the Depository to pay to the Authority any amounts remaining on deposit in the County Account five business days after the above referenced expiration dates.

Section 7. The County Board hereby covenants and agrees that it shall not proceed with the building design for the school without first securing a clear and free title to the property where the SBA funded facility is to be constructed, or without securing a right-of-entry as result of a condemnation proceeding initiated to secure the site where the SBA funded school is to be constructed.

Section 8. The County Board hereby covenants and agrees that it will submit the educational specifications, as well as design plans and specifications as per the State Board of Education Policy 6200 and the Authority's Guidelines and Procedures Handbook for the erection and/or renovation of school buildings to the Authority for approval. Such plans and specifications shall comply with all requirements set forth in the Program Guidelines. Approval of plans, specifications, and the proposed site will be subject to evaluation by the Authority.

Section 9. The County Board shall award bids only to properly licensed contractors as per the state Tax Department regulations. The County Board of Education shall require written evidence from all prime contractors that all sub contractors and all sub-sub contractors performing work on the approved project shall be covered by all required bonding.

Section 10. The County Board agrees to include in its contracts relating to projects receiving funds from the Authority items set forth in Appendice K of the School Building Authority Policy and Regulations Manual.

Section 11. The County Board agrees that the funds it receives as a Grant will not be used by the maintenance department of the County Board for the purpose of purchasing materials and equipment needed to improve and maintain existing facilities.

Section 12. The County Board shall employ a "Clerk-of-the-Works" to monitor all construction projects, unless otherwise waived by the Authority. The "Clerk-of-the-Works" shall not be a regular employee of the county board. The County Board shall use its best efforts to provide funds for the payment of such "Clerk-of-the-Works" by negotiating a reduction in architectural fees relating to such project. The grant recipient may, at the discretion of the Authority's Construction Committee, be required to proceed with the construction project using an Authority approved design, construction schedule and construction management method. Requirement of a Clerk-of-the-Works will be waived for counties using construction management.

Section 13. The County Board shall retain an architect for renovations, additions and/or new construction projects as required by Chapter 5G of the WV Code or as required by the School Building Authority.

(i) The County Board agrees to retain architectural services using AIA B141, Standard Form of Contract between Owner and Architect, latest Edition or the approved School Building Authority Architectural/ Engineering Service Agreement. The County Board agrees that any percentage architectural fees shall be based upon the bid cost of the project, excluding cost overruns and change orders in accordance with Section K of the SBA Guidelines.

(ii) Should the bids received exceed the established project budget, the architect shall be required to revise the contract documents and re-bid the project at no additional cost or fee to the County Board.

(iii) The County Board agrees to contractually require the architectural firm to revise plans without additional cost to the County Board when the preliminary plans provided for review do not meet the requirements of the Authority, State Fire Marshal or any other regulatory agency.

(iv) All construction change proposal requests, change directives or construction change orders shall be submitted to the Authority for review and approval. Changes shall be submitted to the Authority in an AIA document format. Any project change that is not approved by the Authority which results in an encumbrance of additional project funds regardless of the source, may at the option of the Authority, cause termination of this grant. The County Board, at the demand of the Authority, will assume responsibility of existing contracts, forfeit the remaining grant funds and repay the Authority the full amount of grant funds expended at the time of termination with interest accruing from the date of termination at the rate of six percent per annum.

(v) The project budget shall be amended to reflect any and all increases or decreases in the project finance plan. Funds from any and all sources shall be submitted in the form attached hereto as Exhibit C for review and approval by

the Authority. No construction contract or change order may be executed by the Grantee until all sources of financing are identified and an updated Exhibit C is submitted and approved by the Authority.

Section 14. No educational facility shall be occupied without prior approval from the Authority and the appropriate state and county regulatory agencies.

Section 15. The County Board agrees to keep the project in good repair and working order after completion. The County Board acknowledges that the Authority may inspect any project from time to time after completion, and if the Authority determines that a project is not being maintained in such condition, the State Board of Education may require that state aid monies be used to provide improvements or repairs to such Project.

Section 16. Any funds designated in this contract are provided in accordance to the details of the project as presented in the Comprehensive Educational Facilities Plan approved by the State Board of Education for the County Board. Failure to develop the project in accordance with the approved plan entails a misrepresentation that may, at the discretion of the Authority, void this contract. These details include designated utilization of the facility, instructional improvements, cost savings measures, health and safety improvements, disposition and future use of pre-existing facilities, and the initiation of any student/teacher services so indicated in the plan.

Section 17. The County Board of Education understands that it must conduct any school closure hearings required by this project and obtain State Board of Education approval of such closures prior to submitting any invoice to the SBA for consideration of payment and that the SBA will not recognize any invoice prior to such action by the County and State Boards of Education.

Section 18. The County Board agrees that the Authority will maintain a 5% retainage based on the total construction cost of the project until all construction contracts are complete and an approved Certificate of Project Completion is executed.

Section 19. Upon any default under its representations of the agreements set forth in this instrument, or in the instruments incident to the awarding of the grant, Grantee, at the option and demand of Grantor, will repay to grantor forthwith the original amount of the grant received with the interest accruing thereon from the date of default at yield rate of the bonds from which the grant was made. Default by the Grantee will constitute termination of the grant thereby causing cancellation of assistance by the School Building Authority under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it of previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulation under which this grant is made.

Section 20. In order to utilize state funds expeditiously in accordance with The Code and to avoid extraneous costs associated with inflation that occurs in extraordinary design and/or finance planning and construction delays, this grant is conditioned upon the representation of the County Board, by the affixed signature of their President, that they will meet the planning and construction schedule outlined in Exhibit A-2 of this contract. Upon failure to comply with such schedule made in Exhibit A-2 of this agreement, the County Board shall be in default of this agreement and subject to the default provision set forth in this instrument.

Section 21. This Grant Contract shall become effective as of the date first written and upon your mutual acceptance thereof.

FOR THE SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA

By _____
Executive Director

Accepted and agreed to as of the date first above written:
THE BOARD OF EDUCATION OF THE COUNTY OF

By _____
Superintendent

By _____
President, County Board of Education

SBA 125
Revised 12/14/98
e:\mainserver\karen\need(a)contract\wpd



APPENDIX J

ARCHITECTURAL AND CONSTRUCTION REGULATIONS

Application for Project Approval - SBA P-1

Procurement of Architectural/Engineering and Construction Management Services

Building Component Requirements

Disqualification of Contractors

Construction Project Development

Construction Project Submission and School Building Authority Review

Real Estate Acquisitions Using School Building Authority Funds

Clerk-of-the-Works Requirements

Construction Project Bid Coordination and Reporting

Contractor Evaluation - SBA 124

Architect Evaluation - SBA 138

Construction Observation Report - SBA 113

Certificate of Project Completion - BP-13-A or SBA 139 (Multiple Prime Project)



I. ARCHITECTURAL AND CONSTRUCTION REGULATIONS

A. Application for Project Approval (WVDE/SBA P-1 Report - Rev. 12/11/91)

This report is to be submitted twice by the county, initially with the blueprints when they are submitted to the SDE and the SBA for review, and a final WVDE P-1 is to be submitted to the SDE and the SBA at the completion of the project with a WVDE BP-13-A or SBA Form 139 completion report. (Attachment 1)

B. Procurement of Architectural/Engineering and Construction Management Services

State agencies and their political subdivisions are required to comply with Article 1, Chapter 5G of the West Virginia Code regarding Procurement of Architectural, Engineering and Construction Management Services. All grant recipients are required to submit to the SBA office staff the names of the firms being considered to perform architectural, engineering design, or, if required, construction management or construction analyst services on all projects where budget is fully or partially funded by the SBA. Unless, otherwise authorized by the Authority, the architectural, engineering and construction management services shall be performed by companies within the State of West Virginia and must be licensed to perform the desired services in the State of West Virginia. In order to fully comply with this requirement, the following procedures must be followed:

- Submit the list of firms showing interest in performing design or construction management services to the SBA office staff upon receipt for review and approval prior to developing the "short" list for interviews.
- Submit the "short" list of at least three firms, two of which must be West Virginia resident firms, being considered to be the most qualified for the services required to the SBA office staff for review, prior to interviewing the firms.
- Architectural and Engineering firms being considered for the building design, must be informed at the time of their interview that the SBA requires that the work pertaining to each professional design discipline, ie: Architectural, Mechanical, Electrical, Civil and Structural be performed by a certified and licensed individual of that discipline. Architectural firms will submit the firm names and certificates of each individual design discipline in their project interview. Performance of this work by individuals prepared in the appropriate discipline will be verified by submission of bid and design documents to the SBA that have stamped A/E seals on those sections pertaining to that discipline.
- Once the interviews have been conducted, the firms shall be ranked in order of preference. The preferred list shall be forwarded to the SBA

office staff for review and approval, prior to further negotiation or recommendation to the local board of education or governing body making final approval.

- Services shall be rendered under standard AIA contracts or the SBA Architectural/Engineering Services Agreement in Appendix S or this handbook.
- Additionally, the SBA requires that engineering design professionals performing services on all SBA funded projects meet the following criteria:
 1. The designer must be a member in good standing with the State of West Virginia Board of Professional Engineers,
 2. The designer must be a registered professional engineer, licensed in the State of West Virginia in a specific engineering discipline,
 3. The engineer must be trained and registered in the specific discipline associated with the work being designed, and place his/her seal only on engineering designs for their specific discipline(s),
 4. The engineer shall only place their seal on plans for school projects that were prepared by him/her or under his/her direct supervision, and
 5. The design engineer or firm must be registered to conduct business as a design engineer in the State of West Virginia.

Upon request, grant recipients may be required to submit qualification information from each of the firms being considered to the SBA.

The SBA encourages the use of standard A.I.A. construction documents and agreements or the SBA Architectural/Engineering Services Agreement. Utilization of a Construction Manager or Construction Analyst may be required by the School Building Authority on a project by project basis. (Section S, p. 153) (Attachment 2, 3 & 4)

C. Design Fees

Design fees shall be calculated based on a percentage of the construction cost. Construction costs are calculated based on the lowest acceptable qualified bid(s) for constructing the building. The cost for alternative designs that are not constructed shall be born by the grant recipient unless approved by the SBA. Construction costs does not include fees for the construction manager, clerk-of-the-works, construction analyst (paid for under additional services), legal fees, site acquisition or other project cost not directly associated with the construction of the building. Architect and engineering fees may also be applied to the cost of furniture and equipment only if the architect prepares the

contract documents and administers the contract for the installation of the furniture and equipment. Without approval of the SBA, architect and engineering fees shall not exceed 6% for new school construction and shall not exceed 8% for additions and renovations. Reimbursable expenses for document printing and distribution shall be paid from grant funds as a direct cost plus with reasonable and customary overhead and profit.

D. Building Component Requirements

Every effort must be made to plan and design schools with quality HVAC systems and low maintenance hard surface finishes. With this in mind, design architects and engineers must consider various prioritized options within the building design that address the following:

1. Quality HVAC systems must be installed in all schools. These systems must be capable of providing efficient, long term climate control, complying with the latest American Society of Heating and Refrigeration Engineers (ASHRAE) recommendations and have low long term maintenance costs. Buildings must also be designed with durable, low maintenance building finishes;
2. SBA or local funds will not be used to construct building square footage that will result in the inefficient use of the facility in sacrifice of a quality HVAC system or building finishes;
3. Once the square footage of the building academic and support spaces has been approved by the SBA, first consideration must be given to quality HVAC systems and building finishes. If local funds are proposed at any time throughout the project development, these funds and their intended use must be identified and approved by the SBA, and;
4. Additional SBA funding for project overruns will only be considered if Items A thru C are satisfied and additional funds are required in order to award the basic bid to the lowest qualified bidder(s).

Building Component Requirements - Safe School Design

The SBA recognizes the need to incorporate safe school design into West Virginia's new schools. Wherever possible, designers should incorporate safe schools through environmental design philosophies into the new school designs. Additionally, county boards should consider security within the facility and work with local law enforcement agencies during the building design process to incorporate this suggested school safety design criteria into the building program. Minimally, the following should be considered:

1. Limit the number of buildings within the design to one building, if possible.
2. Minimize unsupervised entrances into the building. Unsupervised entrances should be locked and equipped with emergency exiting hardware.
3. Limit site access and if possible, provide a security person at the site entrance.
4. Provide drop-off and pick-up lanes for school bus use only.
5. Minimize the number of driveways and parking areas students cross to enter or leave the school campus.
6. Provide interior building security that would allow classroom areas to be closed and locked off from gym areas and other areas of the facility being used during off school hours.

7. Minimize areas of the building and campus that cannot be easily supervised by administration and staff (ie, alcoves, recesses in walls, short perpendicular corridors into classrooms).
8. Place elementary student lockers in classroom, where feasible, so that access can be monitored by staff. Locker locations should always be placed close to supervision and designed for easy surveillance.
9. Provide for two-way communication within student occupied areas of the building. Include the ability to communicate outside the school should telephone service be interrupted.
10. Install basic security systems throughout the facility and appropriate video surveillance in non-supervised and high student concentration areas.
11. Provide adequate exterior lighting including parking lot lighting.
12. Landscaping should consist of small shrubs below three feet and large trees that keep the visual zone between three feet and six feet unimpaired.

revised 6/20/00

E. Disqualification of Contractors

Construction contractors or subcontractors on probationary status or who have had a contract terminated for just cause as described in the AIA Document A201 or A201/CMA General Conditions Article 14, Section 14.2 will be prohibited from bidding projects funded by the School Building Authority for a minimum of one year and pending review of the SBA thereafter.

F. Construction Project Development

Renovation and addition projects typically evolve from conceptual ideas derived from county curriculum and facilities personnel. Programmatic information is provided through the educational specifications to the architect/engineer who develops graphic illustrations that show general space relationships and curricular areas. The architect develops these ideas into a complete construction project document by utilizing the following phases: (Attachment 7)

- Site Feasibility Study
- Educational Specifications
- Schematic Design Phase
- Design Development Phase
- Construction Document Phase
- Bidding and Negotiation Phase
- Construction Phase

It is extremely important that all requirements of each project development phase be met before proceeding to the next phase. To avoid cost overruns and possible redesign cost, project costs must be monitored during the schematic design phase and the design development phase. All contractual agreements with architects/engineers or construction managers must include language that requires the architect/engineers or construction managers to submit to the School Building Authority and the county board of education for this approval. To submit schematic designs, design development drawings and associated estimates of probable construction costs to the School Building Authority and

the county board of education. The School Building Authority, the county board of education, the curriculum and facilities planning team and the architect should be in agreement at this time that:

- The design includes all curricular and facilities requirements proposed by the planning team and the School Building Authority or an explanation as to why these requirements are not being provided;
- The project as designed can be constructed within the budget provided by the county board;
- The project is being constructed on an approved site for which a clear and free deed is held by the grantee. Use of leased properties must receive prior approval of the SBA.

It is advisable to provide for alternate prices within the bidding documents for items that could possibly be deleted and provided at a later date. All effort should be made to prevent the need for rebidding any project as a result of insufficient funds.

G. Construction Project Submission and School Building Authority Review

All construction projects funded by the School Building Authority are required to be submitted for review to the School Building Authority staff. Project documentation as required by the "Handbook on Planning School Facilities" (latest edition of State Board Policy 6200) and in accordance with all requirements of the School Building Authority. Minimally, the School Building Authority must review and approve the feasibility study, educational specifications, schematic drawings, design development documents and final construction documents as they are developed. Educational specifications must be submitted with schematic designs for SBA review. Specific requirements regarding the project educational specification can be found in Attachment 6. A formal site feasibility study must be prepared by the project architect/engineer before proceeding with the purchase of any site for construction. Consideration must be given to all factors identified in State Board Policy 6200, Chapter 2. The feasibility study must include all site development costs for each site being considered. The feasibility study along with the recommendation for the preferred site must be submitted to the SBA for budget approval before proceeding with the acquisition of any site. The design development submission for review must include but is not limited to the following:

- Educational Specifications or Program Modifications
- Design Development Drawings
- Outline Construction Specifications
- Technology Plan
- Estimate of Probable Construction Cost

Final construction document submissions submitted for review must include:

- Detailed Drawings of the Facility
- Written Specification with Appropriate Bidding Information
- Project Approval Form (P-1)
- Final Estimate of Probable Construction Cost

Applicable submission requirements can be found in Chapter 14 of the "Handbook on Planning School Facilities." (Appendix A) Projects shall not be advertised for bid or construction started until after the School Building Authority staff has reviewed the submitted documents and the School Building Authority review comments have been

satisfactorily addressed. Additionally, SBA submission requirements are included on the school construction project development document. (Attachment 7)

H. Real Estate Acquisitions Using School Building Authority Funds

In order to maximize the limited amount of School Building Authority funding for the construction of educational facilities, the School Building Authority has taken the following action:

- The Authority will not approve any Grants which include the funding of real estate acquisitions with grant proceeds.
- The Authority will not approve amendments to any Grants which include the funding of real estate acquisitions with grant proceeds.

I. Clerk-of-the-Works Requirements

The educational agency shall be required to employ a clerk-of-the-works to monitor all construction projects in excess of \$100,000 unless waived by the SBA, or an SBA approved construction management method is being utilized. Candidates for construction managers and clerk-of-the-works shall be submitted for SBA review prior to final selection by the educational agency. A clerk-of-the-works employed by the county through contracted services shall minimally be paid an amount equal to the basic hourly prevailing wage rate of a Journeyman Carpenter as determined by the West Virginia Department of Labor for the project location. The actual time the clerk-of-the-works begins to perform the duties may vary according to the project and the timing of the award of the construction contract. However, the clerk-of-the-works must be given sufficient time to acquaint themselves with the total scope of the project in order to be an effective part of the construction team.

The School Building Authority requires that the clerk-of-the-works be hired at the same time the project is let for bids. If delays are anticipated in the award of the bid or actual construction/renovation is not scheduled to begin immediately the clerk-of-the-works must be hired prior to beginning construction and be provided with adequate time to become familiar with the project scope and to be prepared to assist with the project as soon as bids are received and the construction contract is executed. During the bidding process it is conceivable that the clerk-of-the-works may not be required to perform his duties full time.

Realizing that there are various types of projects requiring the appropriate construction review documentation, the responsibilities of the clerk-of-the-works will vary with the scope of each project. The clerk-of-the-works shall not circumvent or eliminate the normal construction responsibilities of the architect/engineer or contractor. However, when applicable, the clerk-of-the-works can be a vital member of the project team and can assist in the project observation and documentation process. A construction analyst, if required by the SBA, shall be utilized during the design phases of a project. (Attachment 5)

J. Construction Project Bid Coordination and Reporting

Construction bid dates must be coordinated through the SBA Office. Project architects/engineers must contact the SBA Office and identify the proposed bid date desired. The SBA Office will coordinate the most appropriate bid date after considering other construction project bidding schedules. Every effort must be made to prevent similar construction projects from being bid in the same week to allow for maximum participation of bidders.

Once released for bid by the SBA, bids shall be published in accordance with Chapter 5 of WV Code as a Class 2 legal advertisement in a qualified newspaper occurring within a period of 14 consecutive days with at least an interval of 6 full days between the date of the first and second publications. However, unless waived by the SBA, **NO** bid opening date shall be scheduled less than 21 days after the first publication date.

The School Building Authority is tracking construction square footage costs for total projects and various building components. Project bid tabulation documents are required to be faxed immediately to the School Building Authority Office within 2 hours after construction bids are received. The tabulation sheet should be self-explanatory and include explanations of base bid pricing and all alternates being requested. We do not anticipate the generation of a separate document for the School Building Authority, other than the normal bid tabulation sheet prepared for county staff and county board reviews. The bid tabulation must accompany the list of subcontractors and major equipment and material suppliers list (SBA Form 123) also required to be forwarded to the School Building Authority Office. **Bid openings shall not be scheduled after 2:00 p.m.**, so that bidding information can be transmitted to the School Building Office the same business day. No construction contract shall be awarded without the School Building Authority review and approval of the construction bid and the contractor being recommended for the award. See Appendix Q.

K. Contractor Evaluation (SBA 124)

The School Building Authority requires the Owner to do evaluations of all contractors performing work on School Building Authority projects. This information must be submitted during the construction phase at 25%, 50%, and 75% of project completion and submitted with the request for payments for the corresponding periods. This information must also be submitted to the SBA at 100% completion with the final BP-13-A project closeout document. Our goal is to have each contractor's overall work performance evaluated and document a history of excellent, average or poor performance on several projects. This information will also be made available upon request to all grant recipients. (Attachment 8)

L. Architect Evaluation (SBA 138)

The School Building Authority requires the Owner to do evaluations of all architects performing work on School Building Authority projects. This information must be submitted during the construction phase at 25%, 50% and 75% of project completion and submitted with the request for payments for the corresponding pay periods. This

information must also be submitted to the SBA with the BP-13-A. Our goal is to have each architect's overall work performance evaluated and document a history of excellent, average or poor performance on several projects. This information will also be made available upon request to all grant recipients. (Attachment 9)

M. Construction Observation Report (SBA 113)

Construction Observation Reports are required to be completed by the Clerk-of-the-Works or the project administrator to record the current status of construction projects. The Observation Reports do not have to be sent to the SBA Office. This report may also be used by project architects/engineers, if desirable. The timelines of the Project Observation Reports can be established by the project administrator and must be approved by the School Building Authority. (Attachment 10)

N. Certificate of Project Completion (WVDE BP-13-A Rev. 10/94)

A Certificate of Project Completion is submitted to the West Virginia Department of Education and the School Building Authority upon completion of each contract in order to effectuate a close-out. The BP-13-A or SBA Form 139 for Multiple Prime Project reports must be submitted to the SBA prior to the request for final payment. The grant recipient shall arrange an inspection tour with the appropriate officials including the School Building Authority field representative. No occupation of a new facility or renovated facility shall occur until a Certificate of Occupancy is provided by the fire marshal and the SBA provides notification approving the date the building is to be occupied. The county board of education (or building owner) must provide the SBA a copy of the Certificate of Substantial Completion indicating the building has been declared substantially complete and suitable for the owner to occupy along with a request for a SBA walk-thru for permission to occupy the facility. The School Building Authority will retain five percent (5%) of the project cost until the completion report is executed including final inspection by the School Building Authority. (Attachment 11, 12 & 13)

revised 3/26/01
archregrevised

WEST VIRGINIA DEPARTMENT OF EDUCATION
AND
SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
APPLICATION FOR PROJECT APPROVAL

Attachment 1

West Virginia Department of Education
1900 Kanawha Blvd., E., Bldg #6 Room B-215
Charleston, WV 25305

School Building Authority of WV
2300 Kanawha Blvd., East
Charleston, WV 25311

County _____
School Name _____
Location _____

Estimated Starting Date _____
Sq.Ft. Affected by this Project _____
Grades Housed _____ Enrollment _____

Project Description:

Site Acres _____ Useable Acres _____ Gross Building Area New Construction _____
Energy Efficiency (BTU/Sq.Ft./Yr) _____ Sq.Ft. Affected by this Project _____
Water Source _____ Sewage Disposal Type _____

Line Item	Preliminary Estimate	Final Cost	Final Unit Cost (Per Sq. Ft.)
General Requirements (A/E, Legal, etc.)			
Site Acquisition			
Site Work (Geotech, Grading, Paving, etc.)			
Concrete (Ftg./Foundations, Slabs, etc.)			
Masonry			
Metals (Str. Stl., Jt., Deck)			
Carpentry			
Thermal & Moisture Protection			
Doors and Windows			
Finishes (Floors, Walls, Ceilings, Painting)			
Specialties (Chalkbd, Tbd., Locker, Toil Acc.)			
Equipment (Food Service, etc.)			
Furnishings (Seating, Casework, etc.)			
Special Construction			
Conveying Systems (Elevators, etc.)			
Mechanical (HVAC, Plumbing, etc.)			
Electrical			
Others (Describe)			
Grand Total			
Funding			
County Source			
SBA _____ Needs _____ MIP _____			
Federal Source			
GRAND TOTAL			

Signature of Architect or Engineer

Signature of County Superintendent

CHAPTER 5G - STATE CODE OF WEST VIRGINIA

PROCUREMENT OF ARCHITECT ENGINEER SERVICES BY STATE AND ITS SUBDIVISIONS

Article

1. Procurement of Architect-Engineer Services.

ARTICLE 1.

PROCUREMENT OF ARCHITECT-ENGINEER SERVICES

Sec.

- 5G-1-1. Declaration of legislative policy.
- 5G-1-2. Definitions.
- 5G-1-3. Contracts for architectural and engineering services; selection process where total project costs are estimated to cost two hundred fifty thousand dollars or more.
- 5G-1-4. Contracts for architectural and engineering services; selection process where total project costs are estimated to cost less than two hundred fifty thousand dollars.

Effective dates. - Acts 1990, c.24 provided
that the act take effect July 1, 1990.

5G-1-1. Declaration of legislative policy.

The Legislature hereby declares it to be the policy of the state, and its political subdivisions, to procure architectural or engineering services or both on the basis of demonstrated competence and qualification for the type of professional services required. (1990, c.24.)

5G-1-2. Definitions.

As used in this section:

- (a) The term "agency" means all state departments, agencies, authorities, quasi-public corporations and all political subdivisions, including cities, counties, boards of education and public service districts.

(b) The term "architectural and engineering services" includes those professional services of an architectural or engineering nature as well as incidental services that members of those professions and those in their employ may logically or justifiably perform.

© The term "director of purchasing" means any individual assigned by any agency to procure the services of architects and engineers.

(d) The term "firm" or "professional firm" means any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice the professions of architecture and engineering. (1990, c.24.)

ARCHITECT/ENGINEER SERVICES

5G-1-3. Contracts for architectural and engineering services; selection process where total project costs are estimated to cost two hundred fifty thousand dollars or more.

In the procurement of architectural and engineering services for projects estimated to cost two hundred fifty thousand dollars or more, the director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications and performance data, and may include anticipated concepts and proposed methods of approach to the project. All such jobs shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of article three (59-3-1 et seq.), chapter fifty-nine of this code. A committee of three to five representative of the agency initiating the request shall evaluate the statements of qualifications and performance data and other material submitted by interested firms and select a minimum of three firms which, in their opinion, are best qualified to perform the desired service: Provided, That on projects funded wholly or in part by school building authority moneys, in accordance with sections fifteen and sixteen, article nine-d, chapter eighteen of this code, two of said three firms shall have had offices within this state for a period of at least one year prior to submitting an expression of interest regarding a project funded by school building authority moneys. Interviews with each firm selected shall be conducted and the committee shall conduct discussions regarding anticipated concepts and proposed methods of approach to the assignment. The committee shall then rank, in order of preference, no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm for architectural or engineering services or both. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached: Provided, however, That county boards of education may either elect to start the selection process over in the original order of preference or it may select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.

5G-1-4. Contracts for architectural and engineering services; selection process where total project costs are estimated to cost less than two hundred fifty thousand dollars.

In the procurement of architectural and engineering services for projects estimated to cost less than two hundred fifty thousand dollars, competition shall be sought by the agency. The agency shall conduct discussions with three or more professional firms solicited on the basis of known or submitted qualifications for the assignment prior to the awarding of any contract: Provided, That if a judgment is made that special circumstances exist and that seeking competition is not practical, the agency may, with the prior approval of the director of purchasing, select a firm on the basis of previous satisfactory performance and knowledge of the agency's facilities and needs. After selection, the agency and firm shall develop the scope of services required and negotiate a contract. (1990, c.24.)

archproc



PROFESSIONAL SERVICES OF THE CONSTRUCTION ANALYST

The following is a description of the professional services of the Construction Analyst. The Construction Analyst should be hired once the project architect has been hired and before the project proceeds into the conceptual stage of the building design. The Construction Analyst will be an extension of the project architect's contract and reimbursed through the architect by the SBA for this service.

Generally, the Construction Analyst advised the owner and architect through all building design phases if it appears the construction cost may exceed the project budget and make recommendations for design alternatives to insure the design is within the approved budget.

The Construction Analyst does not assume responsibilities for the design or methods and means for the construction of the facility and does not assume responsibilities assigned to the architect/engineer or contractors performing work on the project.

PRECONSTRUCTION SERVICES OF THE CONSTRUCTION ANALYST

1. Conceptual Services

- a. Site Visit
- b. Initial Cost Opinion of Building Program and Conceptual Plan
- c. Reviews Proposed Construction Methods and Project Schedule Established by the Architect and the School Building Authority

2. Schematic Documents Phase

- a. Prepares Initial Estimate Based on Building Square Footage and Building Systems Identified in Initial Outline Specifications
- b. Reviews Construction Methods and Project Schedule
- c. Reviews Building Systems and Recommends Cost Effective Alternative Construction Methods and/or Systems

3. Design Development Phase

- a. Prepares First Detailed Cost Estimate at 90% of Design/Development and Reports Results to Owner, Architect and SBA
- b. Updates Project Schedule Including a Preliminary Construction Schedule
- c. Recommends Alternate Proposals when Applicable

4. Contract Documents Phase

- a. Prepares Additional Estimates at 65% and 100% Completion of Contract Documents
- b. Finalizes Construction Schedule and Prepares Construction Schedule to be

- Placed in Final Bid Documents
- c. Assist Architect with the Coordination of Contractor Responsibilities within Bid Packages
- d. Reviews Construction Contracts for Form and Identifies any Overlap of Contractor Responsibility within Contract

4. Bidding Phase

- a. Confirms Construction Schedule with Owner/Architect/SBA/Contractors at Pre-Bid Meeting
- b. Review Perspective Bidder Qualifications
- c. Assist the Architect with the Pre-Bid Meetings
- d. Should the Lowest Qualified Bids Received Exceed the Construction Budget the Construction Analyst or Construction Manager will be Responsible to Make Recommendations to Bring the Project Within the Approved Budget

5. General

Provisions Shall be Made Within the Contract Documents for the General Trades Contractor to be Responsible for the Updating of the Construction Schedule on Projects not Involving a Construction Manager. The General Trades Contractor will have the Responsibility of Updating the Schedule, Documenting Specific Contracts that are behind Schedule and Notify the Contractor Responsible for the Delay in Writing as soon as the Delays Occur.

PROFESSIONAL SERVICES OF THE CONSTRUCTION MANAGER

The following is a description of the professional services of the Construction Manager. The Construction Manager should be hired in accordance with the procedures in Chapter 5G of the West Virginia Code once the project architect has been hired and before the project proceeds into the conceptual stage of the building design. The Construction Manager will be contracted directly to the owner and represents the owner as described below.

Generally, the Construction Manager advises the owner and architect through all building design phases if it appears the construction cost may exceed the project budget and make recommendations for design alternatives to insure the design is within the approved budget. During the construction phase the Construction Manager will perform the services described below.

The Construction Manager does not assume responsibilities for the design or methods and means for the construction of the facility and does not assume responsibilities assigned to the architect/engineer or contractors performing work on the project.

A. PRECONSTRUCTION SERVICES OF THE CONSTRUCTION MANAGER

1. Conceptional Services

- a. Site Visit
- b. Initial Cost Opinion of Building Program and Conceptional Plan
- c. Reviews Proposed Construction Methods and Project Schedule Established by the Architect and the School Building Authority

2. Schematic Documents Phase

- a. Prepares Initial Estimate Based on Building Square Footage and Building Systems Identified in Initial Outline Specifications
- b. Reviews Construction Methods and Project Schedule
- c. Reviews Building Systems and Recommends Cost Effective Alternative Construction Methods and/or Systems

3. Design Development Phase

- a. Prepares First Detailed Cost Estimate at 90% of Design/Development and Reports Results to Owner, Architect and SBA
- b. Updates Project Schedule Including a Preliminary Construction Schedule
- c. Recommends Alternate Proposals when Applicable

4. Contract Documents Phase

- a. Prepares Additional Estimates at 65% and 100% Completion of Contract Documents
- b. Finalizes Construction Schedule and Prepares Construction Schedule to be Placed in Final Bid Documents
- c. Assist Architect with the Coordination of Contractor Responsibilities within Bid Packages
- d. Reviews Construction Contracts for Form and Identifies any Overlap of Contractor Responsibility within Contract

5. Bidding Phase

- a. Confirms Construction Schedule with Owner/Architect/SBA/Contractors at Pre-Bid Meeting
- b. Review Perspective Bidder Qualifications
- c. Assist the Architect with the Pre-Bid Meetings
- d. Should the Lowest Qualified Bids Received Exceed the Construction Budget the Construction Manager will be Responsible for Making Recommendations to Bring the Project Within the Approved Budget

B. CONSTRUCTION SERVICES - CONSTRUCTION MANAGER

- 1. Performs On-Site Representation and Construction Observation Duties for the Owner
- 2. Maintains On-Site Project Office, Manager and Phone/Fax
- 3. Reviews Construction Contracts
- 4. Prepares and Maintains Construction Schedule
- 5. Reviews Applications for Payment
- 6. Coordinates Shop Drawing Submittal Schedule with Contractors and Architect
- 7. Reviews Change Directives and Change Orders and Recommends Disposition to Owner, Architect and SBA
- 8. Assists in the Preparation of the Final Punch List in Conjunction with Contractor and Architect/Engineer
- 9. Documents Construction Delays Immediately and Reports to Owner, Architect/Engineer and Contractors, Complies with SBA Requirements and Communicates all Design and Construction Activities Associated with the Construction Managers Responsibilities Described to the SBA
- 10. Administers Contract Provisions for Identifying Causes for Delays and Notifying all Parties

C. GENERAL

Construction Manager Contract Shall be Provided Using AIA Standard Form of Agreement 801 CM and Modified as Amended by the above.

DUTIES AND RESPONSIBILITIES OF THE CLERK-OF-THE-WORKS

- a. Observe the quality and progress of the construction to determine in general that it is proceeding in accordance with the Contract Documents. Notify the Owner, Architect/Engineer and School Building Authority project representative immediately if, in the Clerk-of-the-Works opinion, work does not conform with the Contract Documents or requires special investigation by the Owner, Architect/Engineer or Contractor.
- b. Monitor the construction progress and assist in the preparation of progress reports required by the Owner or School Building Authority.
- c. Review Contract Documents with the Contractor's superintendent so as to have a complete understanding of the scope of the project.
- d. Consider the Contractor's suggestions and recommendations, evaluate them, discuss them with the Architect/Engineer, Owner and the School Building Authority's representative and assist the Architect/Engineer when applicable in making a final decision.
- e. Attend project meetings as the Owner's representative and report to the Owner in writing on the proceedings.
- f. Observe tests required by the Contract Documents. Review testing invoices, if any, to be paid by the Owner.
- g. Maintain records at the construction site or as directed by the Owner in an orderly manner in accordance with the Owner's and School Building Authority's procedures. Include correspondence where applicable, such as Contract Documents, Change Orders, Construction Change Authorizations, Architect's/Engineers Supplemental Instructions, reports of site conferences, Shop Drawings, Product Data, Samples, supplementary drawings, color schedules, requests for payment, names and addresses of contractors, subcontractors and principal material suppliers.
- h. Keep a log book containing project progress and reports and submit reports on the progress of the Contractor's work to the Owner, and the School Building Authority's project representative. The log must contain activities related to the project, weather conditions, nature and location of work being performed. The Project Architect/Engineer will provide Observation Construction Reports documenting his site visits.
- I. When applicable, provide assistance to the Architect/Engineer upon request in reviewing Shop Drawings, Product Data and Samples.

- j. When applicable, observe the Contractor's Record Drawings at intervals appropriate to the stage of construction and notify the Owner and Architect/Engineer of any apparent failure by the Contractor to maintain up-to-date records.
- k. Review Applications for Payment submitted by the Contractor with the Architect/Engineer and assist in making recommendations for disposition.
- l. When applicable, assist the Architect/Engineer in reviewing the list of items to be completed or corrected which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. When applicable, assist the Architect/Engineer in reviewing the documentation and record documents to be furnished to the Owner by the Contractor at Substantial Completion, and verify that the Contractor has met the requirements of the Contract Documents for training the Owner's personnel in the operation and maintenance of all building equipment and systems.
- m. When applicable, assist the Architect/Engineer in final inspection of the work. Assist the Architect/Engineer in reviewing the documentation and record documents to be furnished to the Owner by the Contractor upon completion of the work.
- n. Assist the Owner on small projects by observing the construction and reporting progress and quality of work being performed by the Contractor. At no time shall the Clerk-of-the-Works assume responsibilities of the Architect/Engineer, Architect/Engineers representative or the Contractor in charge of the construction.

III

SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA

EDUCATIONAL SPECIFICATIONS

By constructing educational specifications, the learning activities, the number, groupings and nature of the people involved, the spatial relationships between sections of the facility, the interrelationships of instructional programs with each other as well as noninstructional spaces and the major furniture/equipment needs for the new facility can be defined and more easily understood. Each Ed Spec Committee must consist of representatives from the educational profession, individuals from the community and the architectural design staff selected by the board of education.

When specifications are agreed upon and committed to a written document, the architect is provided the greatest opportunity to design a school that more nearly meets the needs of the educational program and facilitates the activities that will be occurring in the spaces. To that end, and to more readily value the scope of the project, it is essential that an educational specifications document accompany the schematic drawings submitted to the SBA for review prior to approval by the local board of education.*

To be consistent and assist in understanding the issues to be included in the educational specifications, the following outline is provided but should not be considered inclusive should other issues be of concern to you and your planning committees.

I. Introduction

A short synopsis describing the configuration of the educational structure, the projected number of students, site location, availability of site utilities, existing availability of ancillary facilities and spaces (ie., athletic etc.) and proposed statistics for the new construction.

II. The Community

A brief description of the community, its history, specific cultural distinctions and maps showing geographic characteristics, attendance areas (present and proposed) and the site location.

III. The Educational Plan

The educational plan can be subdivided into two general areas:

- A. Curriculum Plan - States the schools philosophy, educational goals and objectives of the program. This should clarify important issues and priorities for consideration in the planning of the new facility.
- B. Support Plan - Provides staffing information including teachers, instructional aides, food service personnel, counselors, custodial staff, and administrative staff including principals, assistant principals, department heads, etc.

IV. Building Space Requirements

The utilization of space is extremely important. The SBA requires a minimum 85% utilization of newly constructed schools or schools where building additions are being proposed. In order to assist in developing Section IV, Worksheet #1, which compiles data from the calculation of spaces for the new facility, must be completed and incorporated into Section IV.

The final number of allowable classrooms and the square footage for any facility that incorporates SBA funds will be determined by the SBA staff upon consideration of the program needs, building utilization rates, maximization of multi-use spaces in the design and the potential construction of the project within the allocated funds available.

In order to assure appropriate spaces and utilizations for the projected enrollment, room numbers and labels should be assigned to instructional areas on the schematic drawings and a model student schedule developed using Worksheet #2 to locate students and staff within the facility during each of the instructional periods of the day.

The following formula is to be utilized to determine the maximum number of classrooms that may be considered in each curricular area:

FORMULA FOR DETERMINING TEACHING STATIONS PER SUBJECT AREA**

<i>Number of students enrolled in subject</i>	<i>x</i>	<i>Number of periods per week in subject</i>		<i>Number of teaching stations for this subject area</i>
<i>Maximum class size (see reference sheet)</i>	<i>x</i>	<i>Maximum number of periods per week (every period, every day)</i>	=	

V. Space Allocations

This section describes the instructional areas (general classrooms, PE areas, tech.ed. labs, science areas, consumer and homemaking areas, special education spaces, administrative offices, etc.). Middle/Junior and High School departmentalization, specialization of spaces, electives and scheduling are factors to be considered in determining then number of teaching stations. The maximum number of teaching stations may be determined by applying the formula provided in Section IV to each subject area. The following description of each subject area is needed and should include:

- A. Goals - What are the objectives to be accomplished in the area.
- B. Space Required - Submit the calculations from the formula in Section IV to identify the number of spaces needed in this subject area and complete worksheet #1 attached. Teacher planning areas must be provided in building design allowing maximum use of teachings stations.

- C. Planned Activities - Include specific actions to be performed in an area such as paint, read, science experiments, audio visual presentation, telecommunications, robotics lab, multiple use areas, etc.
- D. Number of Users - Determine the number of administrators, teachers, aides and pupils to use the area at any one time.
- E. Group Usages - Identify if the area is to be used for large or small group instruction, individual student work, team teaching, multiple usage, etc.
- F. Spatial Requirements - Identify the spatial relationships of any one space to other areas of the facility whether inside or outside - near to or away from, convenient to media center (as with language arts areas), capability for combining or subdividing areas, the frequency of such adjustments and the square footage needed to do so, etc. Bubble diagrams should be used to show interrelationships of spaces.
- G. Support Facilities - Spaces that allow the area to meet its goals: shared storage areas, teacher preparation areas, student work/storage areas, conference rooms, etc.
- H. Environmental Considerations - Acoustical, Visual, Thermal, Climatic and Aesthetic considerations that enhance the practical usage of the specific space.
- I. Utility Needs - Utilities needed in the specific area including: water, electrical, toilets, 3-phase power, gas, vacuum capability, telephone, technology wiring, etc.
- J. Storage - More specific direction as to the cubic feet of storage needed in the specific area. Generally, this denotes built-in storage areas and closets.
- K. Display Areas - Chalkboards, bulleting boards, display cases (linear feet).
- L. Furniture and Equipment - Quantities and types of items to be used in each area.
- M. Technology - Specific needs of each space to accommodate the technological delivery system/network incorporated into the facility.
- N. Other - Identify any other specific information essential to each specific area.

VI. Technology Plan

A technical plan for delivery of media, voice, data, graphics, text and telecommunications throughout the school includes a description of the instructional and administrative objectives, the technical structure needed to facilitate the system, the equipment needed to implement the system and the physical/design requirements for incorporating the system into the construction of the facility. The technology plan will be developed according to

the Department of Education's Office of Technology & Information Systems' guidelines and submitted to them and the SBA for approval with design development documents.

VII. Design Criteria and General Architectural Considerations

This section should regard the total school complex but may be specified in distinct areas or regard special concerns. Following are some suggested considerations:

- A. Health and safety
- B. Quality of building systems and components
- C. Economies to be attained - instructional, operational, maintenance
- D. Flexibility and multi-use of spaces
- E. Efficient circulation patterns
- F. Community use considerations
- G. Communication systems - may be incorporated into the Technology Plan
- H. Accessibility
- I. Building security
- J. Student supervision

VIII. Educational Specifications Committee Page

A signature page for members comprising the ed spec committee will be included. Names will be organized by the group each individual represents, ie., Teachers, Administrators, Parents, Community Leaders, Design Professionals, etc.

***Architects** - Please be advised that an SBA review will not occur without submittal of educational specifications with schematic drawings. Continued development of the building design beyond schematics without written approval of the SBA is at the fiscal risk of the designer and the board of education. This constitutes a change in the SBA handbook procedures which asks for Ed Specs to be submitted with the design development documents.

****Bibliography:**

- A. Conrad, MJ., *A Manual for Determining the Operating Capacity of Secondary Schools*. Bureau of Educational Research and Service, OSU.
 - B. Castaldi, Basil, *The Castaldi Nomogram*. The New England School Development Council.
 - C. CEFPI, Phoenix, AZ, *A Guide for Planning Educational Facilities*.
-

edspecs

SUMMARY OF SPACES FROM CALCULATIONS IN SECTION IV

* Classroom numbers from the formula are not to be rounded to the nearest whole number, insert the actual answer from the formula. Example: Language Arts -- 3.4 classrooms

Eedspec/cw/6-95



WORKSHEET #2

Date _____ Design Enrollment _____ Periods Per Day _____

[illegible]



BUILDING PROGRAM UTILIZATION WORKSHEET

Worksheet #3

County: _____ **School:** _____ **Current Enrollment:** _____

	Number Classrooms	x	Maximum Pupils/Class Type	=	Total Program Capacity
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____
TOTALS:	_____		_____		_____

Program Utilization = _____ divided by _____ =
Current Enrollment Total Program Capacity

PROGRAM UTILIZATION = _____% Desirable Program Capacity = 85%

Instructions for Calculating Building Program Utilization

Elementary School - Calculate the number and type of classrooms using the maximum program capacity for each regular or special classroom. Assume for example - that all students are seated in a first period block without pullout programs. Do not include library/media, cafeteria, itinerant spaces, resource rooms, or optional academic classrooms such as art, music and computer labs that act as pullout programs to support the core curriculum.

Secondary School - Middle/Junior High School programs where various schedules exist, calculate the number and type of classrooms using the maximum program capacity for each regular or special classroom. Assume for example that all students are seated in a first period block and with the exception of library/media, science labs, resource rooms or any space that cannot be used for other course offerings should be included in the daily capacity of each facility. The maximum capacity for instructional spaces for specialty classrooms would be counted once and this type of space may be available throughout the school day but due to its specialized design or equipment render it impractical to use for other instructional purposes.



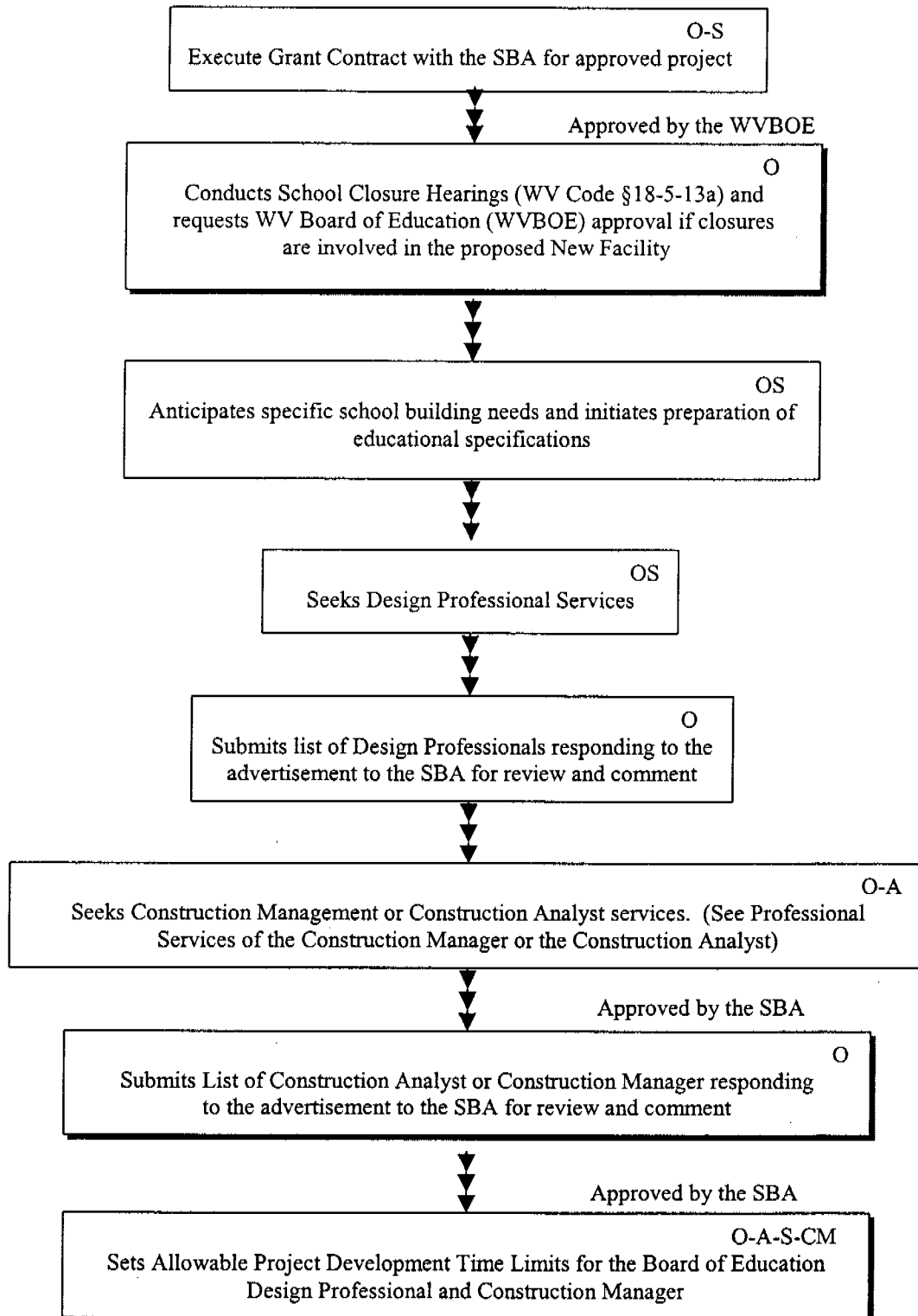
SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
Maximum Class Sizes

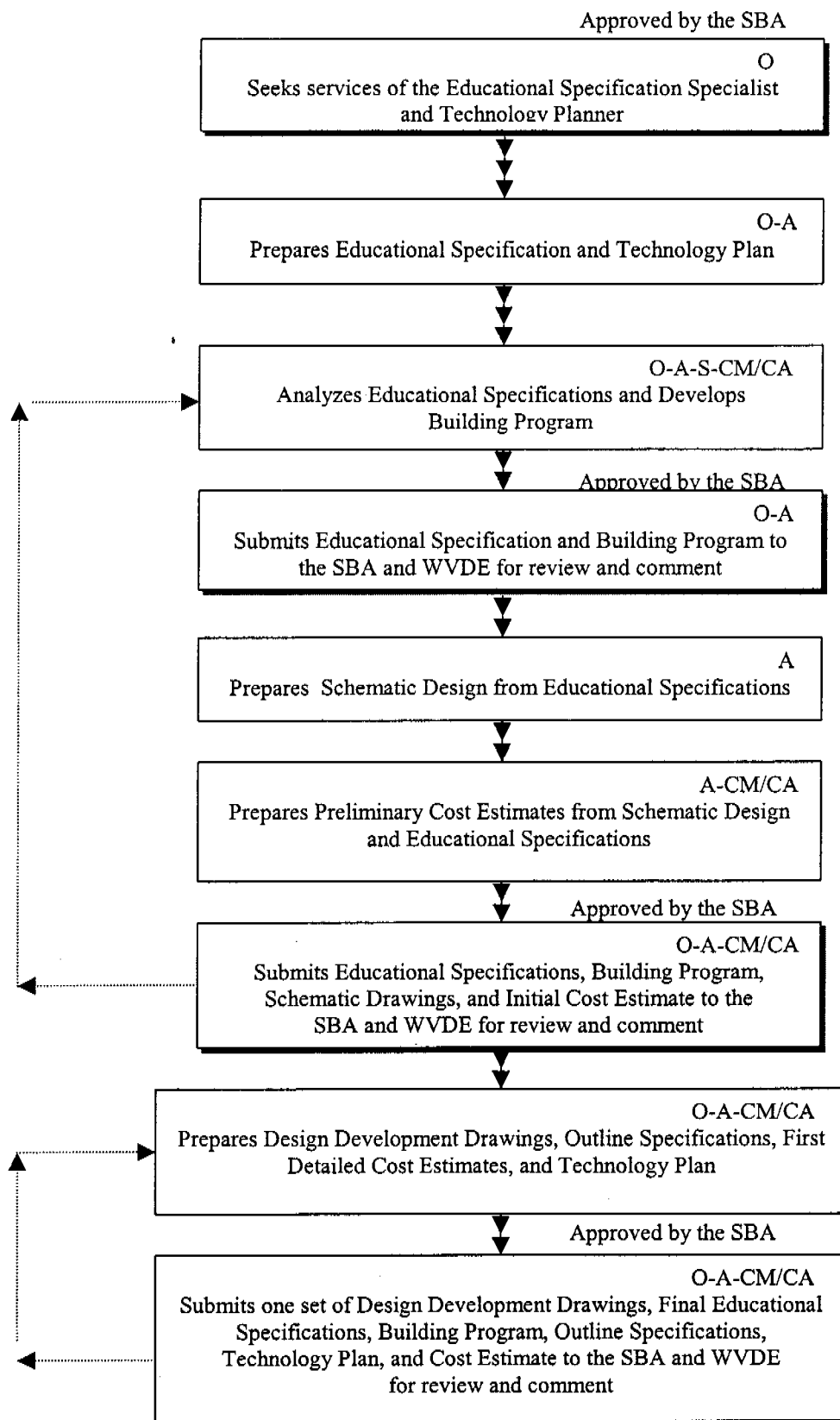
Classroom Type	EL	MS	HS
Kindergarten & Transitional Kindergarten	20		
General Instruction Areas	25	25	25
Corrective or Remedial Education	15	15	15
Art Rooms (Optional/Elem)	25	25	25
Driver Education Facilities			25
Consumer/Homemaking Classroom (Optional)		25	25
Consumer/Homemaking Lab		25	25
Foreign Language Facilities		25	25
Foreign Language Lab (Optional)		25	25
Technology Education		20	
Music Facilities (Optional Elementary)	25	25	40
Ensemble Room (Optional)			12
Physical Education	25	70	70
Science Facilities		25	20
Micro-Computer Lab	25	20	20
ElectronicTechnology Lab (Optional)		75	
Auditorium (33% of total student body)			
Behavior Disorders	8	8	8
Communication Disorders (Self Contained)	12	12	12
Deaf/Blind (Self Contained)	3	3	3
Mildly Mentally Impaired (Self Contained)	12	12	12
Moderately Mentally Impaired (Self Contained)	12	12	12
Orthopedically Impaired (Self Contained)	10	10	10
Severely/Profoundly Mentally Impaired (Self Contained)	9	9	9
Hearing Impaired Education (Self Contained)10	10	10	10
Visually Impaired Education (Self Contained)	10	10	10
Specific Learning Disabilities (Self Contained)	12	12	12

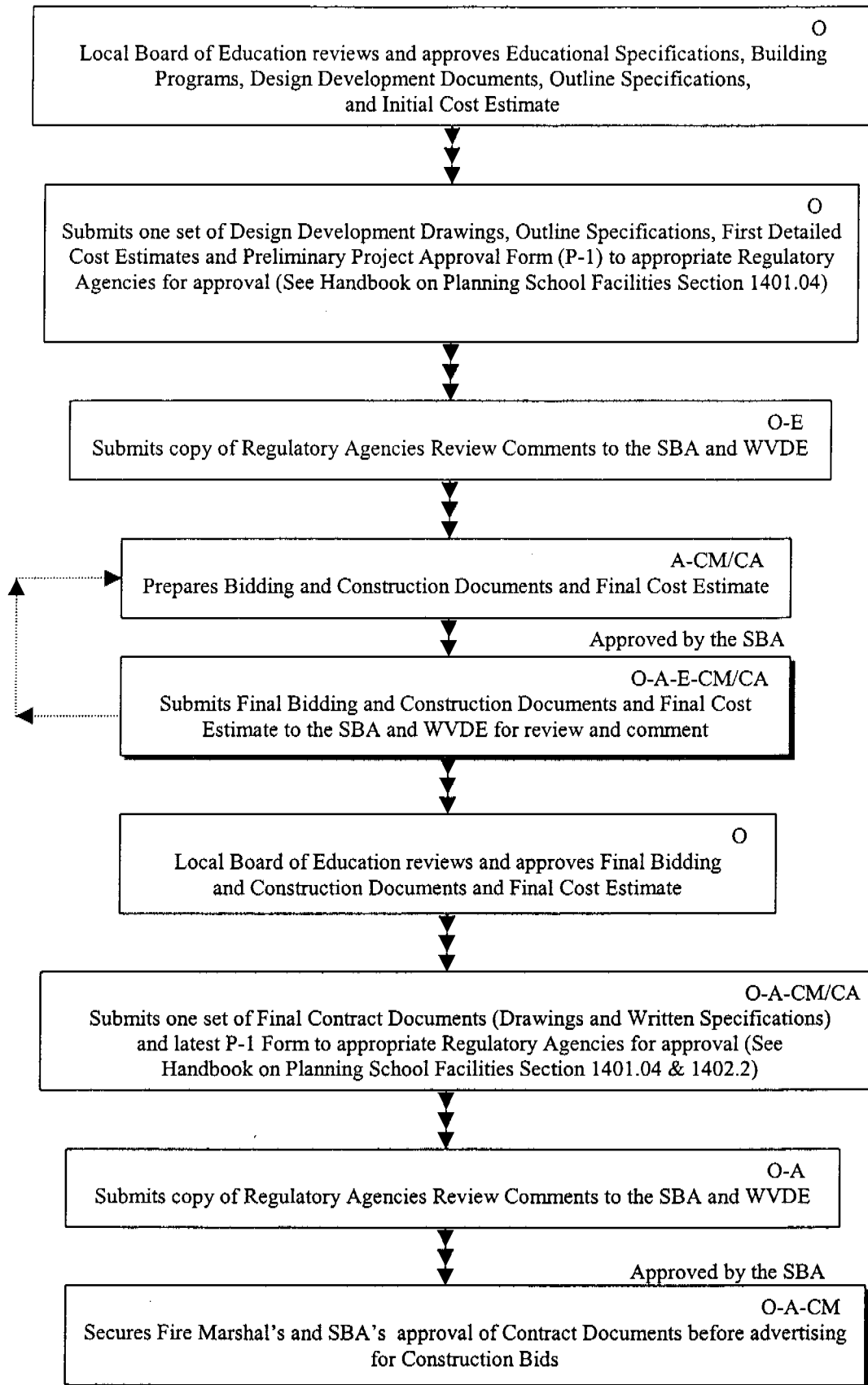
SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA Maximum Class Sizes			
Classroom Type	EL	MS	HS
Pre-School Handicapped (Self Contained)	10		
Gifted Education (Self Contained)	15	15	15
Resource Services (Regular Program Support)	15	15	15
Agricultural Education			20
Agricultural Mechanics Lab			20
Marketing Education			25
Diversified Cooperative Training			25
Vocational Health Occupations			25
Health Occupations Lab			25
Consumer and Homemaking (Occupational)			25
Food Management, Production & Services (Occ)			20
Care & Guidance of Children			20
Fashion Management			20
Institutional & Home Management (Occ)			20
Vocational-Industrial and Technical Classrooms			20
Industrial and Technical Lab			20
Business Education Classroom			20
Computer/Keyboarding Lab			30
Office Technology			20
Tech Ed. Production Lab			20
Tech Ed. Systems Lab			20

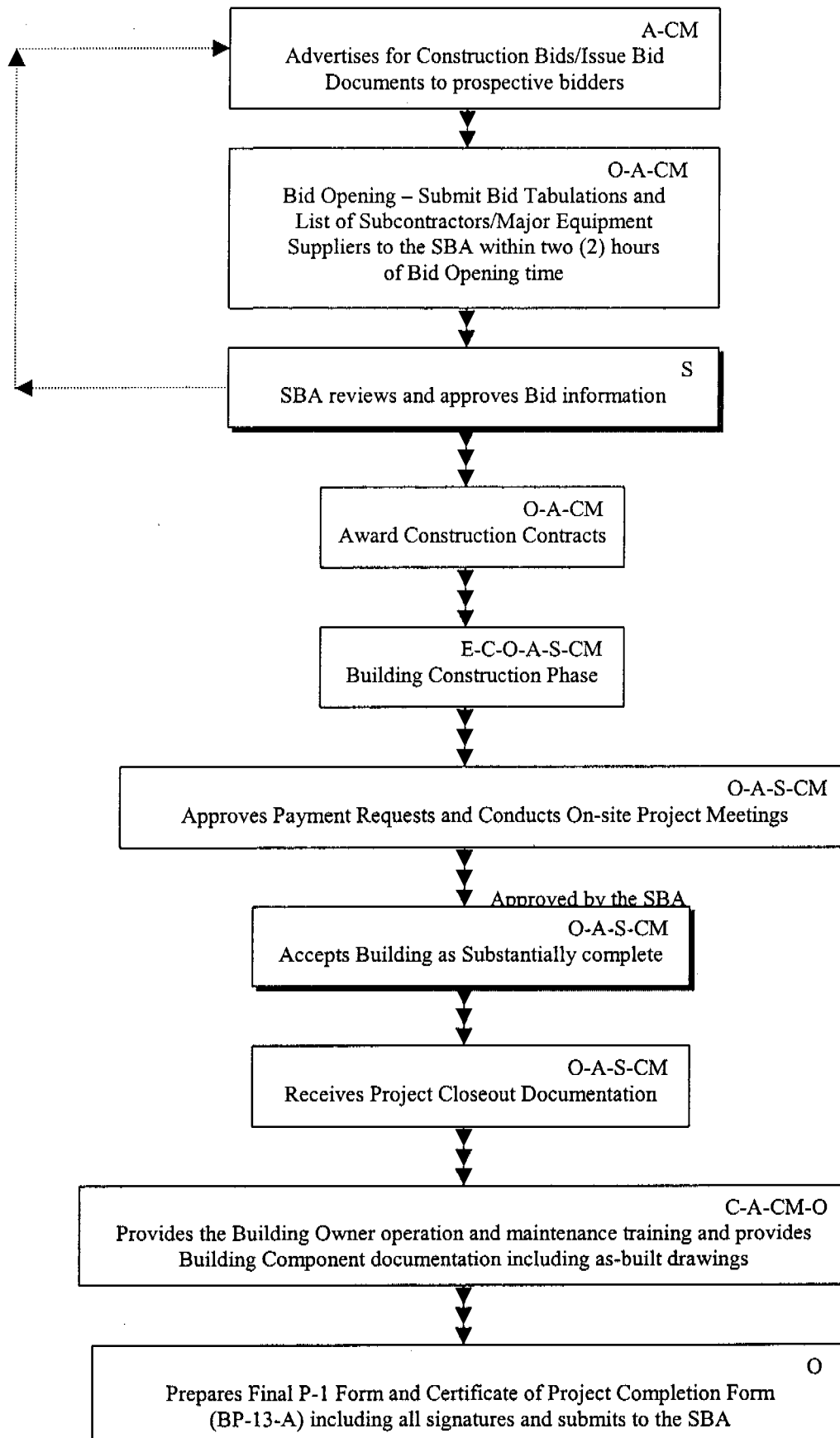


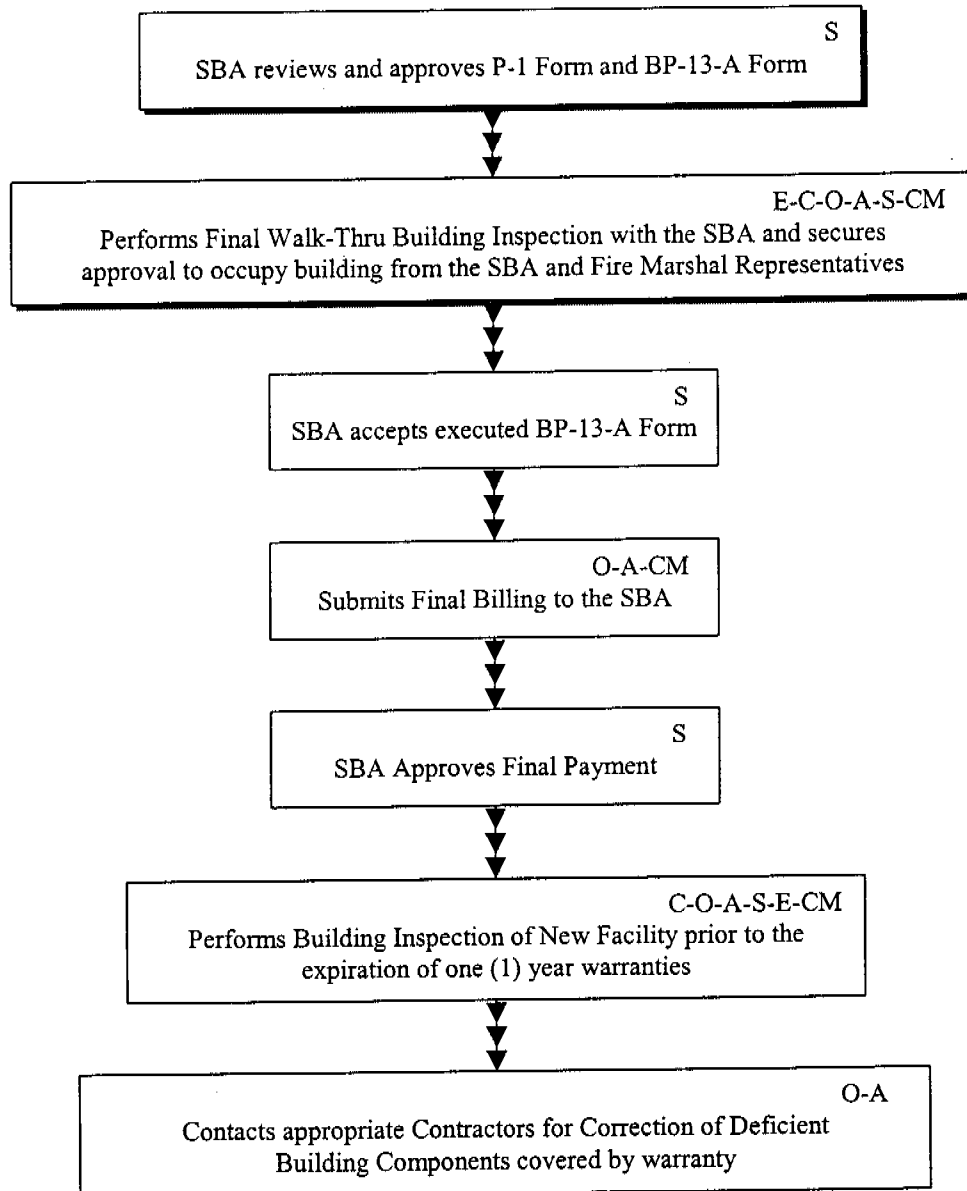
SCHOOL CONSTRUCTION PROJECT DEVELOPMENT











EXPLANATION OF ABBREVIATIONS THAT INDICATES WHO WILL PERFORM TASK:

A	=	Architect
C	=	Contractor
CA	=	Construction Analyst (When Applicable)
CM	=	Construction Manager (When Applicable)
E	=	WVDE (WV Department of Education)
FP	=	Facilities Planner
O	=	Owner
S	=	School Building Authority
WBOE	=	State Board of Education



*Due to Changes in pages 106-110
there is no page 111 in this Handbook*



SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA CONTRACTOR EVALUATION FORM

COUNTY _____

DATE _____

[illegible]

This document must be submitted to the SBA office semi-annually.

*E - Excellent, A - Average, P - Poor

SBA124



SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA ARCHITECT/ENGINEER EVALUATION FORM

COUNTY _____ PROJECT _____

ARCHITECTURAL/ENGINEERING FIRM NAME _____

Please respond to the following questions regarding the professional services performance of the above architectural or engineering firm performing planning design and construction service for the above project. Please circle the appropriate response.

- Did the architect/engineer demonstrate a cooperative ability to work successfully with the educational facilities planning committees?

Poor			Average			Excellent		
1	2	3	4	5	6	7	8	9

- To what extent did the architect/engineer provide accurate estimates of the probable construction cost of the project?

Poor			Average			Excellent		
1	2	3	4	5	6	7	8	9

- To what extent did the architect/engineer demonstrate the ability to produce the building design and construction documents within the established time schedule?

Poor			Average			Excellent		
1	2	3	4	5	6	7	8	9

- To what extent did the architect provide adequate on-site project observations during the construction phase of the project?

Poor			Average			Excellent		
1	2	3	4	5	6	7	8	9

- To the best of your knowledge did the architect/engineer provide timely responses on project submission documents and construction questions presented by the contractor during construction?

Poor			Average			Excellent		
1	2	3	4	5	6	7	8	9

- To what extent were construction change orders required as a result of the architect/engineer's errors or omissions in the construction documents (drawings and written specifications).

Poor			Average			Excellent		
1	2	3	4	5	6	7	8	9

Indicate the number of project change orders _____ that increased the cost of the project \$ _____. Of these change orders, how many were required due to errors and omissions by the architect or engineer _____.

- Please indicate your overall evaluation of the architect's performance on this project.

Poor			Average			Excellent		
1	2	3	4	5	6	7	8	9

Would you consider using this architect/engineering firm in the future?

Yes _____ No _____

Confidential information provided will be compiled by the SBA and will be used in conjunction with an SBA Architect/Engineer performance instrument to formulate a composite evaluation of the overall performance of architectural and engineering firm's ability to perform future architectural or engineering services on SBA funded services.

This document must be submitted to the SBA office at the completion of each construction project.

ADDITIONAL COMMENTS:

Evaluator _____ Title _____ Date _____

SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA CONSTRUCTION OBSERVATION REPORT

County _____ Project _____

Project Number _____ Prepared by _____

Date _____ C-O-W _____

Weather _____ Job Phone# _____

Architect/Engineer _____ Phone # _____

Contractors _____ Present _____ Contractors _____ Present _____

Division of Work	% Complete	Division of Work	% Complete
General Requirements	_____	Finishes	_____
Site Work	_____	Floors	_____
Demolition	_____	Walls	_____
Subsurface	_____	Ceilings	_____
Clearing/Grading	_____	Specialities	_____
Concrete	_____	Chalk/Tackboard	_____
Ftg./Foundations	_____	Fire Extinguishers	_____
Slabs/Decks	_____	Others	_____
Walks	_____	Equipment	_____
Masonry	_____	Furnishings	_____
Foundations	_____	Special Construction	_____
Exterior Walls	_____	Conveying Systems	_____
Interior Walls	_____	Elevator	_____
Metal	_____	Mechanical	_____
Structural Steel	_____	Insulation	_____
Steel Joists	_____	Plumbing/Piping/Drain	_____
Floor Decking	_____	Sprinkler System	_____
Roof Decking	_____	HVAC	_____
Fabricated Metals	_____	Electrical	_____
Carpentry	_____	Service & Distribution	_____
Moisture Protection	_____	Lighting	_____
Waterproofing	_____	Communications/FA	_____
Building Insulation	_____	Others	_____
Metal Flashing/Trim	_____	_____	_____
Roofing	_____	_____	_____
Sealers	_____	_____	_____

Total Project Complete _____ %

SBA113

Page _____ of _____

**WEST VIRGINIA DEPARTMENT OF EDUCATION
AND
SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA**

CERTIFICATE OF PROJECT COMPLETION

Upon completion of a facilities project, submit duplicate copies to the State Department of Education and the School Building Authority to initiate close-out procedures.

County _____	Substantial _____
Project/School Name _____	Completion Date _____
Project Number _____	Final Inspection Date _____
Enrollment _____	Fire Marshal - Date _____
# Teaching Stations _____	of Occupancy Permit _____
	(If Required)

Sources of Funds: State Funds SBA "MIP" \$ _____ SBA "Needs" \$ _____ Local Funds (Bond) \$ _____ Local Funds (Other) \$ _____ Vocational (State) \$ _____ Vocational (Federal) \$ _____ Federal (Other) \$ _____ Other Funds (List) \$ _____ _____ _____ Total Funds \$ _____	Summary of Project Data: Sq. Ft. in Building _____ Site Acquisition \$ _____ Site Preparation \$ _____ Building Construction Costs - Total \$ _____ *Renovation Costs \$ _____ Building Construction Costs - Per sq.ft. \$ _____ Building Renovation Costs - Per sq.f.t. \$ _____ Moveable Eq. Cost \$ _____ A & E Fees \$ _____ **Misc. Costs \$ _____ Total Project Cost \$ _____
--	--

*A project may include both new construction/addition and renovation costs.

**Geotech, Site Survey, Deed Search, Technology Equipment (Explain on Back)

_____ Architect	_____ Date
_____ Contractor	_____ Date
_____ Clerk-of-the-Works/Construction Manager	_____ Date
_____ Superintendent	_____ Date

***Inspected this date by a representative of the School Building Authority or the West Virginia Department of Education.

_____ Signature	_____ Date
--------------------	---------------

***SBA funded projects must have a final inspection by an SBA representative.

WVDE BP-13-A (Revised 10/94)

**WEST VIRGINIA SCHOOL BUILDING AUTHORITY
CERTIFICATE OF CONTRACT COMPLETION
FOR MULTIPLE PRIME PROJECT**

Upon completion of each prime contractors contract the agency receiving SBA funding shall be responsible for submitting this completed original form to the SBA, with each prime contractors final request for payment.

To the best of our knowledge, all required project close-out procedures have been followed and all project close-out documents have been submitted to initiate the release of final payment to this contractor.

ARCHITECTURAL FIRM NAME: _____

PROJECT ARCHITECT: _____ **DATE:** _____

PROJECT CONSTRUCTION COST:

LOCAL: _____

SBA: _____

OTHER: _____

PROJECT CONSTRUCTION COST TOTAL: _____

PRIME CONTRACT COST TOTAL: _____

PRIME CONTRACTOR NAME: _____

PRESIDENT/CEO: _____

SUBSTANTIAL COMPLETION DATE: _____

FINAL COMPLETION DATE: _____

COUNTY/AGENCY: _____

COUNTY/AGENCY PROJECT ADMINISTRATOR: _____ **DATE:** _____

PROJECT SCHOOL NAME: _____

Inspected this date by a representative of the School Building Authority. SBA funded projects must have a final inspection by a SBA representative.

Signature

SBA139 (1/7/98)

Date



SBA OCCUPANCY REPORT**PROJECT _____**

Dear _____:

On _____ (date), a SBA representative conducted an on-site review of the above referenced project for the purpose of determining the suitability of the facility for occupancy by students and staff. Based on our observations, the SBA hereby releases the building for occupancy effective _____.

This SBA release to occupy the facility does not relieve the building owner, members of the design and construction team or any contractors from their responsibilities within the contract documents or SBA grant contract requirements regarding final completion of all work. Prior to occupying the facility, an Occupancy Permit must also be attained from the State Fire Marshal's Office.

Sincerely,

SBA Representative

SBA 146
Effective 6/97



APPENDIX K

SBA SUPPLEMENTAL, GENERAL AND SPECIAL CONDITIONS

- I. CONTRACT DOCUMENT REQUIREMENTS**
 - GENERAL REQUIREMENTS**
 - CONTRACT FORMS**
- II. CONTRACTOR REGISTRATION CERTIFICATE AND TAX RELEASES**
- III. CONTRACTOR LICENSING**
- IV. BID BOND**
- V. PERFORMANCE BOND**
- VI. CONTRACTOR INSURANCE**
- VII. PERMITS AND LICENSES**
- VIII. SEMI-PROPRIETARY SPECIFICATIONS**
- IX. WAGE RATES AND CERTIFIED PAYROLL**
- X. PROCESSING OF PAYMENT APPLICATIONS**
- XI. RETAINAGES**
- XII. LIQUIDATED DAMAGES**
- XIII. STANDARDS OF QUALITY AND CODES**
- XIV. BIDS WITHDRAWAL**
- XV. REJECTION OF BIDS**
- XVI. SUBMITTAL OF SUBCONTRACTORS AND MAJOR EQUIPMENT AND MATERIAL SUPPLIERS**
- XVII. CONTRACTOR QUALIFICATION AND FINANCIAL STATEMENT**
- XVIII. AWARD OF CONTRACT**
- XIX. PROJECT JOB SIGNS AND BUILDING PLAQUES**
- XX. SBA PROJECT OBSERVATION**
- XXI. CONTRACTOR PROJECT CLOSE-OUT**
- XXII. ASBESTOS ABATEMENT REQUIREMENTS**



SBA SUPPLEMENTAL, GENERAL AND SPECIAL CONDITIONS

The following School Building Authority Regulations change, delete from or add to the AIA Supplemental, General and Special Conditions relating to bidding documents where SBA funding is being used in whole or in part for the construction of schools and school related facilities. The SBA requires all referenced documents to be bound within the contract documents. The SBA encourages the use of standard AIA forms when possible including but not limited to the following:

I. CONTRACT DOCUMENT REQUIREMENTS

GENERAL REQUIREMENTS

- Construction Drawing
- Construction Specification
- General and Special Conditions
- Invitation to Bid
- Instructions to Bidders
- Bid Proposal Form
- Bid Bond (A310)
- Insurance Requirements
- Performance Bond and Payment Bond
- Contractor's Qualification Statement (Specimen)
- Standard Form and Agreement Between Owner and Contractor

CONTRACT FORMS

- General Conditions of the Contract for Construction (AIA 201)
- Standard Form of Agreement Between Owner and Contractor (AIA A101)
- Performance Bond and Payment Bond (AIA A312)
- Change Order (AIA G701)
- Application and Certificate for Payment (AIA G702)
- Continuation Sheet (AIA G703)
- Certificate of Substantial Completion (AIA G704)
- Certificate of Insurance (G705) (Acord Form 25)
- Contractor's Affidavit of Payment of Debts and Claims (AIA G706)
- Contractor's Affidavit of Release of Liens (AIA G706A)
- Consent of Surety to Final Payment (AIA G707)
- Consent of Surety to Reduction in or Partial Release of Retainage (AIA G707A)
- Proposal Request (AIA G709)
- Architect's Supplemental Instructions (AIA G710)
- Construction Change Authorization (AIA G713)
- Certificate for In-State Contractor Preference (if preference given)
- Contractor's Qualification Statement and Contractor Financial Statement (SBA 105 and 105A)
- List of Subcontractors and Major Equipment/Materials Suppliers (SBA 123)
- Certificate of Project Completion (BP-13A)
- Certificate of Project Completion - Multiple Prime Projects (SBA 139)

II. CONTRACTOR REGISTRATION CERTIFICATE AND TAX RELEASES

- A. Each Bidder must be registered with the West Virginia Department of Tax and Revenue prior to the time and date for Receipt of Bids in order for his Bid to be considered.
- B. If any Bidder is not registered with the Tax and Revenue Department, application should be made to West Virginia Department of Tax and Revenue, Capitol Complex, Charleston, WV 25305, and complete Form 801, so that a registration number may be assigned prior to the time and date for receipt of Bids.
- C. A State Tax release from will be filed with the West Virginia Department of Tax and Revenue by the local board of education upon receipt of the final payment request from the contractor. Final payment will only be processed after the local board of education has received evidence from the Department of Tax and Revenue indicating appropriate state taxes have been paid on completed construction projects in West Virginia.

III. CONTRACTOR LICENSING

All contractors doing business in West Virginia must be licensed to perform work in the state as required by the West Virginia Contractor Licensing Act. The ACT requires but is not limited to the following:

- A contractor's license number shall be included in all contracting advertisements and all fully executed and binding contracts.
- Any plan, specification and invitation to bid prepared by any architect or engineer shall make reference to the West Virginia Contractor Licensing Act informing any prospective bidder that a contractor's license number must be included on any bid submission.
- All approved subcontractors must be licensed and a copy of their current license number must be submitted with all quotations to the general contractor. Pursuant to the ACT, general contractors are required to only accept quotations from subcontractors licensed to perform work in West Virginia. Additionally, the SBA Form 123 requires the subcontractors license number to be submitted with the list of subcontractors within two hours after bids are received and a copy of all general and subcontractors licensing certificates must be submitted to the agency receiving bids for review prior to the award of construction contracts.

IV. BID BOND

- A. Each Bid shall be accompanied by a Bid Bond payable to the Owner for five percent (5%) of the total Bid issued by a solvent surety company listed on the most current Federal Register, Circular 570, and authorized to do business in the State of West Virginia and signed or co-signed by a resident West Virginia agent. Should the Bidder refuse to enter into a contract with the Owner on the terms stated in the Bidding Document or fail to furnish bonds covering faithful performance of the Contract and all obligations arising thereunder, the full amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty. No Bid Bond is required for projects of \$25,000 or less.
- B. Irrevocable Letter of Credit is not acceptable as a Bid Bond.
- C. A certified cashiers check is not acceptable as a Bid Bond.
- D. Personal securities are not acceptable as a Bid Bond.

V. PERFORMANCE BOND

- A. The contractor to whom any contract is awarded, shall pay for, execute and deliver to the Owner via the Architect, within ten (10) days after award of contract by Owner and before signing the contract a corporate surety Performance and Labor and Material Payment Bond on AIA Document A311 (or equivalent form), to be executed by an A.M. Best, A- or better rated surety company listed on the most current Federal Register, Circular 570, and which is authorized to do business in the State of West Virginia and signed or co-signed by a resident West Virginia agent, and which is satisfactory to and approved by the Owner and the SBA in the sum of one hundred percent (100%) of the amount of the contract, insuring the full and faithful performance of the work and payment in full for all materials, machinery, equipment and labor, and covering all the guarantees called for in the specifications and all other obligations arising thereunder. The Labor and Material Payment Bond shall be in the sum of one hundred percent (100%) of the contract amount. All contractors performing work on SBA projects must be covered by a performance bond and must be included on the list of sub-contractors submitted to the SBA (Form 123). The Owner will not accept responsibility for direct payments to subcontractors performing work on projects by way of consignment. No Performance Bond is required for projects of \$25,000 or less.
- B. Should the successful Bidder fail or refuse to deliver the required bond and all other Contract Documents, properly executed, within ten (10) days after receipt of the Owner's letter of intent to award a Contract, the successful Bidder shall forfeit the security deposited with his Bid as liquidated damages, not as a penalty.

- C. Irrevocable Letter of Credit is not acceptable as a Performance Bond.
- D. A certified cashiers check is not acceptable as a Performance Bond.
- E. Personal securities are not acceptable as a Performance Bond.
- F. Failure of a construction firm to satisfactorily perform the work specified in the contract documents will result in the owner executing their rights, pursuant to the conditions of the contract documents, to declare a construction contract default under the provisions of the AIA General Conditions of the Contract for Construction established for this project. If the construction firm's surety company is notified of their responsibility for the completion or remediation of incomplete or non-compliance work, said firm will no longer be eligible to bid future projects funded by the School Building Authority of West Virginia.

VI. CONTRACTOR INSURANCE

- A. In furtherance of Article 11 of the General Conditions, each contractor furnishing labor and materials shall furnish insurance in the following categories and for the stated minimum amounts. All insurance shall be written to show evidence of the following: The Architect and the Owner shall be **ADDITIONALLY INSURED** on the contractor's policy. The Contractor shall be the **NAMED INSURED**.

(1) Worker's Compensation/Employer's Liability
Statutory - State of West Virginia - Compensation thru State Fund.
Employer's Liability - Limits Required:
\$500,000 - each employee
\$500,000 - each accident
\$500,000 - aggregate

Coverage must include legal liability brought under WV Code Annot. (1978)
Section 23-4-2.

(2) Contractor's Public Liability Insurance Limits Required:
\$2,000,000 - General Aggregate
\$1,000,000 - Products Complete Operations Aggregate
\$1,000,000 - Personal & Advertising Injury Limit
\$1,000,000 - Each Occurrence Limit

Commercial General Liability must include:

Explosion, Collapse and Underground Property Damage. Coverage required if contractor's operations warrant such coverage.

Also, if blasting operations, separate blasting coverage is required.

(3) Automobile Liability Insurance

Limits Required:

\$1,000,000 - Per Accident

Provide "Any Auto" Coverage

(4) Excess Liability Insurance

Limits Required:

\$2,000,000 - Combined Single Limit Occurrence

\$2,000,000 - Aggregate

(5) Builders Risk and Property Insurance

100% Completed Value Form

Coverage Format:

All Risk including theft

Coverage shall include transit and off-site storage/secondary location limit amount that exceeds any shipment or off-site storage material value before payments to contractor for off-site stored materials are approved. Proof of coverage limits exceeding accumulated value of materials stored is required.

Named Insured shall be Owner, Contractor and all Subcontractors ATIMA.

Deductibles shall be stated in the Certificate of Insurance. Payment of deductible shall be the responsibility of the contractor.

If a renovation to existing building, the Owner will provide coverage while under construction by adding the contractor and all subcontractors, ATIMA to the permanent property policy.

B. Certificate of Insurance

The Certificate of Insurance shall be provided by the Contractor to the Owner and Architect at the current address of said parties with a transmittal cover indicating the project name, location of project, type of work to be performed and the nature of the documents transmitted.

The Certificate of Insurance shall contain a provision that coverage afforded will not be canceled until at least sixty (60) days prior written notice has been given to the Owner and Architect.

The Owner shall be the Certificate Holder.

The Certificate shall be prepared on "Acord" Form 25-5 (7/90) or an equivalent form.

The Certificate shall indicate that the Owner and Architect are ADDITIONAL INSUREDS under the Contractor's policy.

The Certification shall be countersigned by a licensed WV Resident Agent.

The Certificate of Insurance shall indicate the carriers financial rating. The rating must be no less than A or A-.

VII. PERMITS AND LICENSES

For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, notices, receipt for fee payments, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

VIII. SEMI-PROPRIETARY SPECIFICATIONS

- A. To encourage competitive bidding, the project specifications shall specify not less than three products, materials or equipment. The product, material or equipment used shall comply with the contract requirements.
- B. In certain instances, a single product may be the only one that will comply with the specific design/function requirement.

IX. WAGE RATES AND CERTIFIED PAYROLL

All contractors and subcontractors shall pay West Virginia Department of Labor fair minimum rate of wages for the county in which the work of this contract is performed. The term "fair minimum rate of wages" shall be as set forth in 21-5A-3 of the West Virginia Code. The SBA's requirement for submission of certified payrolls, supercedes the requirements of current state law (West Virginia Code 42-7-7). The SBA requires that a certified payroll be submitted with each contractor's pay-application using U.S. Department of Labor Form WH-347 (formerly SOL 184). Each certified payroll must include names, addresses and social security numbers of all workers, including those of any subcontractors, in order to assure compliance with West Virginia's prevailing wage laws and the SBA's Supplemental, General and Special Conditions. Upon request, counties will be required to submit the certified payroll report to the SBA for review.

Each contractor shall be responsible to obtain correct and fair minimum rate of wages as established by the West Virginia Department of Labor.

X. PROCESSING OF PAYMENT APPLICATIONS

Applications for payments from the SBA must be accompanied by an SBA Exhibit B Requisition Form, SBA 104A and a copy of the invoice and a description of work completed including materials/equipment used for the project. Requisitions must be received by the depository and the SBA by the 5th day of the month in which payment is being requested. Payments will be processed and mailed to the grant recipient on the 15th day of the same month. The SBA reserves the right to review requests for payment and make adjustments when they deem necessary.

XI. RETAINAGES

- A. The Owner will pay 90% of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the work, and of materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the most current submitted Application for Payment, less the aggregate of previous payments made by the Owner, until the contracted work is 50% complete. After 50% completion, if the contractor has met all bid document and contract requirements, the SBA, architect/construction manager and owner will agree, on future Applications for Payment to reduce the retainage to zero, authorizing the remaining applications for payment to be paid in full. The contract retainage of (10%) may be reinstated at anytime if the methods, manner, progress and subsequent completion of work do not remain satisfactory. This will be determined by the SBA, architect/construction manager and owner.
- B. The Owner will pay upon Substantial Completion of the Contracted Work, a sum sufficient to increase the total payments to 95% of the Contract Sum, less such amounts as the Architect and the Owner shall determine for all incomplete work, rejected work and unsettled claims as provided in the contract documents. The final 5% retainage shall not be released until the Grant Recipient, Architect/Engineer and the School Building Authority have received satisfactory evidence of the completion of all work required by the contract documents, including all rejected work and the resolution of all unsettled claims.

XII. LIQUIDATED DAMAGES

The contractor agrees that from the compensation otherwise to be paid, the Owner may retain a sum in accordance with the following schedule for each day thereafter, Sundays and holidays, included, that the work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the contractor to complete the work at the stipulated time, and the sum is not to be construed in any sense a penalty.

Liquidated damages will be assessed as follows:

<u>Project Cost</u>	<u>Liquidated Damage</u>
Up to \$1,000,000	\$ 500.00/per day
\$1,000,000 to \$5,000,000	\$ 750.00/per day
Over \$5,000,000	\$1,000.00/per day

XIII. STANDARDS OF QUALITY AND CODES

- A. All work, labor, materials and equipment specified, constructed and installed are to be of first-class quality. To help insure this occurs, all work and equipment

designed and specified shall conform to the latest applicable codes and standards including but not limited to the following:

- (1) West Virginia State Building Code
- (2) Building Officials and Code Administrators (BOCA)
- (3) American Society for Testing Materials (ASTM)
- (4) American National Standards Institute (ANSI)
- (5) National Fire Protection Association (NFPA)
- (6) National Electrical Code (NEC)
- (7) American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)

B. All work must also have the approval of all West Virginia governmental authorities and agencies having jurisdiction over the project including but not limited to the following:

- (1) West Virginia State Fire Marshal
- (2) West Virginia Department of Health
- (3) West Virginia Department of Natural Resources
- (4) West Virginia Department of Highways
- (5) West Virginia Department of Education
- (6) School Building Authority of West Virginia

XIV. BIDS WITHDRAWAL

Bids may not be withdrawn for a period of thirty (30) days following the date for receipt of Bids without forfeiture of bid security as liquidated damages, not as a penalty.

XV. REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids and to reject a Bid not accompanied by the required bid security, or by other data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

XVI. SUBMITTAL OF SUBCONTRACTORS AND MAJOR EQUIPMENT AND MATERIAL SUPPLIERS

A. The bidder(s) submitting the lowest qualified bid(s) as determined by the owner and architect/engineer at the time of the bid shall submit a listing of all subcontractors and all major equipment and material suppliers proposed for each major branch of work itemized and described in the contract documents for the project in accordance with SBA Form #123 within two hours after the completion of the bid opening.

- B. Each bidder is required to establish the reliability and responsibility of all subcontracts and equipment/material suppliers being proposed to perform the work. Contractors, Subcontractors and/or equipment/material suppliers on SBA Probationary Status are prohibited from bidding any SBA project for a period of one year. It is the responsibility of any contractor soliciting bids or quotes from subcontractors to verify the eligibility of all proposed subcontractors and equipment/material suppliers being proposed to perform the work. A review of the proposed subcontractors and equipment/material suppliers shall be conducted by the Architect/Engineer, Owner and representatives of the School Building Authority. The bidder may be requested to change an unsatisfactory subcontractor or equipment/material supplier. Proposed subcontractors or equipment/material suppliers found to be unsatisfactory jointly by the Owner, Architect/Engineer or School Building Authority and the contractor, shall be changed to an acceptable subcontractor or equipment/material supplier at no additional cost to the Owner, as the contractor has full responsibility for execution of the work.
- C. Failure to submit a list of subcontractors and major equipment and material suppliers as described on the SBA Form #123 within two hours after the completion of the bid shall result in disqualification of the bid. (Attachment #1)

XVII. CONTRACTOR QUALIFICATION AND FINANCIAL STATEMENT

Completed Contractor Qualification Statement will be required of any Contractor and/or subcontractor and submitted to the owner and the School Building Authority (SBA) upon request. Qualification Statement must be submitted prior to the award of bids and will be used in the bid review process by the owner and SBA. (Attachment #2)

The Confidential Financial Statement section of this document shall be required of the lowest qualified bidder(s) being considered for award of the contract.

Construction contractors or subcontractors or equipment/material suppliers whose demonstrated pattern of poor and/or non-compliant work performance has been documented by the SBA, project administrators and/or designers, or whose infractions of the State Prevailing Wage Rate codes has been documented by multiple citations from the West Virginia Department of Labor or whose contract has been terminated for just cause as described in the AIA Document A201 or A201/CMA General Conditions, Article 14, Section 14.2 will be placed on probation and prohibited from bidding any additional projects funded by the SBA for a minimum period of one year beginning at the time of probationary status. Such contractor may be removed from probationary status pending review of their continued work history performance by the SBA at the conclusion of their probationary period.

In order to provide opportunity for any contracting, subcontracting or equipment/material firm cited for poor or non-compliant work to appreciably improve the quality of their performance prior to being placed on probation, the SBA staff will utilize the following procedure:

- a. The cited firm shall be noticed in writing of the SBA's concern, with appropriate documentation to illustrate the poor or non-compliant work, and advise the firm as to the possibility of being placed on probation.

- b. Upon continued poor/non-compliant work performance, the firm cited shall appear before the Executive Director of the SBA to present his reasons for failure to respond positively with improved performance after the initial notice.
- c. Continued failure to improve poor or non-compliant performance will result in the SBA staff presenting a recommendation to the SBA to place the firm on probation. The contractor will be invited to appear at the SBA meeting to discuss the citations and justify his uninterrupted participation.
- d. Probationary status of a firm may be revoked or continued by the SBA's Construction Committee upon review and deliberation of any SBA staff recommendation at the conclusion of the probationary period.

XVIII. AWARD OF CONTRACT

- A. It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive any informality or irregularity in any Bid or Bids received. The Owner shall have the right to accept the Bid or Bids which, in his judgment, is in his own best interest. (Attachment #3)
- B. The Bidder will note that Bids consist of the Base Bid and several related add or deduct Alternate items, all comprising items entering into the project and forming the contract as a whole.
- C. These several parts of the Proposal furnish the basis of arriving at the awarding of the contract. The Owner may award the contract on the basis of the Base Bid alone, or if and when conditions warrant, accept such Alternate items appearing on the proposal, thereby reducing or increasing the amount of the Base Bid.
- D. The contract shall be deemed as having been awarded when formal notice of award has been duly served upon the intended awardee (i.e., the bidder to whom the Owner contemplates awarding the contract) by an authorized individual representing the agency receiving bids. Terms of the contract shall not be deemed to have been perfected until a satisfactory surety bond equal to 100% of the contract sum has been furnished to the owner by the successful bidder, at his own expense as a guarantee of contract performance.

XIX. PROJECT JOB SIGNS & BUILDING PLAQUES

All SBA funded projects and major improvement funded projects shall have project job signs erected at the construction site. Project signs must be visible and readable from highways. Specific information will be provided by the SBA to be included on the sign. Additional project information may be required or desirable. A sample of a typical project sign is provided within this document for both "Needs" and "MIP" funded projects. Construction details are provided within the contract documents. (Attachment #4a and b)

Upon completion of any major SBA funded project of \$1 million or more, the architect shall design a building plaque for display in a prominent public area of the school. This plaque shall minimally include:

- (1) The name of the Governor seated at the time the project was funded by the SBA;
- (2) The names of the President of the Senate and the Speaker of the House at the time the project was funded;
- (3) The members of the SBA who selected the project for funding;
- (4) The superintendent of schools who served at the time the project was selected by the local board for submittal to the SBA for funding, and
- (5) The members of the local board serving at the time the project was selected for submittal to the SBA for funding.

Any superintendent or local board member elected after the original decision and seated at the time of project completion may be included beneath the original superintendent or board with the starting date of their term of office indicated. The SBA will be contacted for appropriate information to be included and final approval of the plaque design before its production. An example of a typical project plaque included. (Attachment #5)

XX. SBA PROJECT OBSERVATION

- A. The School Building Authority reserves the right to visit projects at intervals deemed necessary to observe the progress of the construction. The SBA field representative shall have such responsibilities as the SBA may delegate.
- B. The School Building Authority reserves the right to review all Contractor's Applications for Payment and request additional documentation to substantiate the request and in cooperation with the owner make adjustments as deemed appropriate.

XXI. CONTRACTOR PROJECT CLOSE-OUT

- A. Immediately prior to final Application for Payment, the Contractor shall submit the following documents:
 - (1) Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)
 - (2) Contractor's Affidavit of Release of Liens (AIA Document G706A)
 - (3) Consent of Surety Company to Final Payment (AIA Document G707) with effectively dated powers of attorney attached.
 - (4) Bound and indexed Operation and Maintenance Manuals
 - (5) Certificate of Insurance (AIA Document G705) covering required/specified products and completed operation
 - (6) One complete set of reproducible as built drawings; specifications and change orders in good order and clearly marked to show installation of work where the actual installation varies substantially from the work as originally shown
 - (7) Certificate of Release from the Department of Tax and Revenue stating all appropriate taxes have been paid
- B. The SBA shall be notified of the dates and time of substantial and final completion walk-through inspections by the grant recipient. An SBA representative will participate in the walk-throughs and will accept or reject the

contract as completed. A completed WVDE BP-13-A or when required an SBA 139 form will be forwarded to the State Department of Education and the SBA when all punch list items have been satisfactorily addressed and the contract is complete. The local board project representative shall also submit a completed Contractor and Architect Evaluation Forms (SBA Form 124). Final payment for the contract will then be processed.

XXII. ASBESTOS ABATEMENT REQUIREMENTS (If Required)

- A. Contractors/vendors must show proof of having successfully completed an E.P.A. approved training course. All certification must be current.
- B. Contractor/workers must be licensed by the State of West Virginia to perform any or all types of asbestos inspection, project designing, management planning, contracting, abatement, supervision of abatement and air monitoring.
- C. All contractors/vendors performing work using School Building Authority funding shall comply with all applicable codes including but not limited to the requirements of:

Environmental Protection Agency (EPA)
Occupational Safety and Health Administration (OSHA)

Environmental Protection Agency Worker Protection Laws
National Emission Standards for Hazardous Air Pollutants (NESHAP)
Asbestos Hazard Emergency Response ACT (AHERA)
West Virginia Department of Health
West Virginia Department of Natural Resources
West Virginia Air Pollution Control Commission

- D. At the completion of all asbestos abatement projects and before final payment will be processed by the SBA, the local board of education, the abatement designer and abatement contractor must provide written assurances that all abatement work has been performed in accordance with all applicable codes. All AHERA required close-out documentation must be on file at the owner's office and must be made available to the SBA for review.

SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA

REQUIRED LANGUAGE FOR BIDDING DOCUMENTS ON SBA FUNDED PROJECTS

The following language shall be included within the Instructions to Bidders and Form of Proposal of all bidding documents for projects funded, in whole or in part, by the School Building Authority of West Virginia.

INSTRUCTIONS TO BIDDERS

SUBMITTAL OF SUBCONTRACTORS:

- A. The bidder(s) submitting the lowest qualified bid(s) as determined by the Owner and Architect/Engineer at the time of the bid shall submit a listing of all subcontractors and all major equipment and material suppliers along with the contractor's license number for each subcontractor as required by the "West Virginia Contractor Licensing Act" proposed for each major branch of work itemized and described in the contract documents for the project within two hours after the completion of the bid opening. This information is to be provided on the "List of Subcontractors, Equipment/Material Suppliers".
(SBA Form 123)
- B. Each bidder is required to establish the reliability and responsibility of all subcontracts and equipment/material suppliers being proposed to perform the work. Contractors, subcontractors and/or equipment/material suppliers on SBA Probationary Status are prohibited from bidding any SBA project for a period of one year. It is the responsibility of any contractor soliciting bids or quotes from subcontractors to verify the eligibility of all proposed subcontractors and equipment/material suppliers being proposed to perform the work. A review of the proposed subcontractors and equipment/material suppliers shall be conducted by the Architect/Engineer, Owner and representatives of the School Building Authority. The bidder may be requested to change an unsatisfactory subcontractor or equipment/material supplier. Proposed subcontractors or equipment/material suppliers found to be unsatisfactory jointly by the Owner, Architect/Engineer or School Building Authority and the contractor, shall be changed to an acceptable subcontractor or equipment/material supplier at no additional cost to the Owner, as the contractor has full responsibility for execution of the work.
- C. Failure to submit a list of subcontractors and major equipment and material suppliers along with the contractor's license number for each subcontractor as required by the "West Virginia Contractor Licensing Act" within two hours after the completion of the bid shall result in disqualification of the bid.
- D. A copy of all contractors and subcontractors licensing certificate must be submitted to the agency receiving bids for review prior to the award of construction contracts.

- E. A financial statement shall be submitted to the agency receiving bids by the lowest qualified bidder(s) within a reasonable length of time after the bid opening and prior to the execution of contracts or agreements between the local board of education and the contractor(s). The latest available financial information must be used. Minimum requirements for financial statements are:

- (1) Accountants compilation report;
- (2) Balance sheet;
- (3) Income statement;
- (4) Statement of changes in retained earnings;
- (5) Statement of cash flows; and
- (6) Notes to the financial statement.

LIST OF MAJOR EQUIPMENT AND MATERIALS:

- A. The bidder(s) submitting the lowest qualified bids as determined by the Owner and Architect/Engineer at the time of the bid shall submit a complete list of major equipment and materials as requested by the Architect/Engineer within two hours after the completion of the bid opening. This information is to be provided on the "List of Proposed Subcontractors, Equipment/Material Suppliers". (SBA Form 123)
- B. In addition, the successful bidder, thereafter known as the Contractor, may be requested within thirty (30) calendar days after award of contract to furnish to the Owner, Architect/Engineer or SBA, a more detailed and complete list of the materials and equipment, together with the manufacturer's or maker's name, brand and/or catalogue number and a catalogue cut or illustration thereof.
- C. Prior to the award of the contract, the Architect/Engineer will make a preliminary review of the major equipment and materials lists submitted and advise the bidder, through the Owner, of the acceptance thereof, and of such other actions as may be necessary in order to meet the requirements of the contract documents. Should it develop that any of the materials or equipment named in the list do not meet the requirements and intent of the specifications, the contractor shall be required to furnish to the Owner other materials or equipment acceptable and fully complying with the specifications at no change in contract price. Preliminary review and acceptance of the listing provided shall not relieve the Contractor from furnishing equipment and materials in complete accordance with the specifications.

- D. Written approval shall be obtained from the Architect/Engineer covering any substitution of equipment or materials. Substitutions are permitted in the following instances:
- (1) Failure to meet quality and intent of specification and/or
 - (2) Failure of the supplier or manufacturer to meet delivery schedules or other conditions of the contract.
- E. The Owner reserves the right to reject the proposal of any bidder who fails to furnish all required information.

PAYROLL CERTIFICATION AND EMPLOYMENT REPORTING:

- A. In preparation of bids, contractors are reminded that all SBA projects are subject to state laws regarding payment of prevailing wage rates as in Chapter 21 of the West Virginia Code.
- B. All contractors and subcontractors shall pay West Virginia Department of Labor fair minimum rate of wages for the county in which the work of this contract is performed. The term "fair minimum rate of wages" shall be set forth in 21-5A-3 of the West Virginia Code. The SBA's requirement for submission of certified payrolls, supercedes the requirements of current state law (West Virginia Code 42-7-7). The SBA requires that a certified payroll be submitted with each contractor's pay-application using U.S. Department of Labor Form WH-347 (formerly SOL 184). Each certified payroll must include names, addresses and social security numbers of all workers, including those of any subcontractors, in order to assure compliance with West Virginia's prevailing wage laws and the SBA's Supplemental, General and Special Conditions. Upon request, counties will be required to submit the certified payroll report to the SBA for review.
- C. Pursuant to Chapter 21, Article 1B of the West Virginia Code, Contractors are required to report the number of individuals employed to construct each project, the county and state where they reside and the total hours worked by each employee on the project to the State Tax Department. The filing of a Bureau of Statistics Report on Employment Form bls 790b or O.M.B. Form approval number 1220-0011 meets all requirements of this provision. The filing of a single annual report setting forth in the aggregate all contracts in which this article applies shall also be sufficient to fully meet the filing requirements of this article.
- D. **All contractors and subcontractors must comply with the "West Virginia Jobs Act" requirements found in Chapter 21, Article 1C of the West Virginia Code and all Department of Labor regulations.**



LIST OR PROPOSED SUBCONTRACTORS, EQUIPMENT/MATERIAL SUPPLIERS

List as designated below each major branch of work and major equipment/material category for this proposal and the subcontractor or supplier proposed for that portion of work, also provide the contractor's license number for each subcontractor as required by the "West Virginia Contractor Licensing Act." If the branch of work is to be completed solely by the Contractor, so indicate. If the acceptance of an alternate proposal changes a subcontractor or equipment/material supplier, indicate by notation below. The bidder may be requested to change an unsatisfactory subcontractor or equipment/material supplier. The contractor is responsible for selecting or changing subcontractors and/or equipment/material suppliers. The Owner, Architect/Engineer and/or School Building Authority may indicate their concerns about any entity listed which they have reason to believe past experience indicates poor performance may be expected. Contractors, Subcontractors and equipment/material suppliers that are on SBA Probationary Status are prohibited from bidding any school project for a period of one year. It is the responsibility of any contractor soliciting bids or quotes from subcontractors to verify the eligibility of all proposed subcontractors and equipment/material suppliers being proposed to perform the work. The Contractor has full responsibility for satisfactory execution of all work in accordance with the contract documents. Any change of proposed subcontractors or material suppliers shall be at no additional cost to the Owner, as the Contractor has full responsibility for execution of the work.

Branch of Work/Material Category (To be Completed by Architect/Engineer)	Subcontractor/Supplier (To be Completed by Contractor)	Contractor License Number
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

(Use Additional Pages as Required)

SBA123

Rev. 3/26/01



SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA**CONTRACTOR'S QUALIFICATION STATEMENT**

The undersigned certified under oath that the information provided herein is true and sufficiently complete so as not to be misleading. This document must be submitted by the apparent low bidder(s) within three (3) days after the bid opening and will be used in the bid evaluation process.

SUBMITTED TO: School Building Authority of West Virginia
2300 Kanawha Boulevard, East
Charleston, WV 25311

SUBMITTED BY: Firm Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Principal Office Location: _____

QUALIFICATION STATEMENT SUBMITTED FOR (INSERT PROJECT NAME):

TYPE OF WORK:

Site Preparation	_____	General Construction	_____
Roofing	_____	Plumbing	_____
HVAC	_____	Sprinkler	_____
Electrical	_____	Other	_____

(File separate form for each classification of work)

ORGANIZATION:

Please provide the following information concerning your organization:

TYPE OF ENTITY:

Corporation	_____	Individual	_____
Partnership	_____	Other	_____

NAME OF PRINCIPAL, OWNERS OR PARTNERS:

Name	Position	Years of Service with Organization
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of years this organization has been in business? _____

Have members of this organization operated under former names/businesses? If "yes," list name, type of entity and names of principal, owners or partners.

Yes _____ No _____

Provide a brief description of the general type of construction the firm performs.

Please indicate the work you intend to subcontract or perform for this project.

	Perform	Subcontract		Perform	Subcontract
Earthwork	_____	_____	Plumbing	_____	_____
Concrete Work	_____	_____	HVAC	_____	_____
Masonry Work	_____	_____	Electrical	_____	_____
Structural Work	_____	_____	Other _____	_____	_____
Roofing Work	_____	_____	Other _____	_____	_____
Sprinkler	_____	_____		_____	_____

Please provide information regarding your company's participation in a drug program that meets the objectives, applicable laws and regulations for a drug free workplace including the use of tobacco and alcohol on school properties.

Please provide information regarding the experience and skill of the bidder's work force and that of the bidder's designated subcontractors. Attach additional information, if required. (Marked as Attachment __.)

EXPERIENCE:

If you have completed school construction work or similar construction, or completed work on SBA projects, provide a list of projects with individual references that can verify the quality of your work, your ability to construct within budget and your ability to work within the proposed schedule. Attach additional information, if required. (Marked as Attachment __.)

Project	Reference
_____	_____
_____	_____
_____	_____

Please list (marked as Attachment __) all major construction projects (schools or other projects) your organization has in progress providing the name of project, owner, architect, contract amount, bonding company, insurance carrier, percentage complete and scheduled completion date.

Please list (marked as Attachment __) major projects (schools or other projects) your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, bonding company, date of completion and percentage of the cost of the work performed with your own forces. Note whether or not each project was completed on schedule.

APPRENTICESHIP PROGRAM:

Please provide information regarding your company's and subcontractor's participation in a bonafide apprenticeship program that is approved by the U.S. Department of Labor, U.S. Bureau of Apprenticeship Training and is administered in compliance with the rules and regulations of the WV Department of Labor. [See DOL 42-7-3.1(i)] (Marked as Attachment __)

REGULATORY COMPLIANCE:

Are you currently in compliance with the following:

Worker's Compensation laws	Yes	_____	No	_____
Unemployment Compensation laws	Yes	_____	No	_____
Federal and State Prevailing Wage laws	Yes	_____	No	_____
Fair Labor Standards Act	Yes	_____	No	_____
Compliance with fringe benefit contributions (i.e., health insurance and pension benefits)	Yes	_____	No	_____
WV Jobs Act regarding use of the local labor market	Yes	_____	No	_____

INSURANCE AND BONDS:

Please list name of current insurance carrier and number of projects insured by carrier:

Insurance Carrier	Number of Projects
_____	_____

(Marked as Attachment __, if required)

Please list name of bonding company(s)/agent(s) utilized for projects constructed during the last five years:

Bonding Company	Bonding Company/Agent
_____	_____
_____	_____
_____	_____

CLAIMS AND SUITS:

Has your organization ever failed to complete any construction work it has been awarded? Yes _____ No _____

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please describe in full) Yes _____ No _____

Has there been in the last ten (10) years, or is there now pending or threatened, any litigation, arbitration, investigation, or governmental or regulatory proceeding involving claims in excess of \$100,000 or requesting a declaratory judgement or injunctive relief with respect to the construction or operation of any building which your firm, its principals, predecessors or affiliates constructed? Yes _____ No _____

Is there any potential claim, demand, litigation, arbitration, investigation, governmental proceeding or regulatory proceeding involving your firm, or its principals, predecessors or affiliates? If the answer to either of the preceding questions is "yes," please describe in full in an attachment. Yes _____ No _____

In addition to the litigation, arbitration, investigation or governmental or regulatory proceeding referred to in the preceding paragraphs, is there any litigation, arbitration, investigation or governmental or regulatory proceeding now pending or threatened to which your firm is or may be a party, or are you aware of any potential claim or demand, which might otherwise affect the capacity of your firm to perform with respect to your involvement with the School Building Authority of West Virginia, whether or not it concerns other work which you have undertaken? If so, please describe in full. Yes _____ No _____

BANKRUPTCY:

Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under the federal bankruptcy laws or any other proceeding under state or federal law in which a court or government agency has assumed jurisdiction over any of the assets or business of your firm, its principals, predecessors or affiliates? If so, please identify the proceedings, the court or governmental body and the date such jurisdiction was assumed in an attachment.

Yes _____ No _____

FINANCIAL CONDITION:

Please attach your organization's last two (2) years financial statements including your latest balance sheet and income statement showing the following:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

Name and address of firms attached financial statement and date thereof.

CHANGE ORDER HISTORY:

Describe each instance within the last five (5) years where change orders applied for during construction amounted in the aggregate to more than five percent (5%) of the contract price for any building which your firm constructed, or in which actual construction costs exceeded the contract price by more than five percent (5%). (Exclude owner requested change orders). (Marked as Attachment __, if required).

Project	Change Order/Construction Cost Overrun Amounts
_____	_____
_____	_____
_____	_____

REFERENCES:

Please list below trade references:

Please list below bank references:

Please list below completed project owner references:

SIGNATURE AND NOTARY:

Dates at _____ this _____ day of _____, 20__.

Name of Organization:

By:

Title:

State of _____, County of _____

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public:

Notary Seal

My Commission Expires:

SBA Criteria for Selection of Lowest Qualified Bidders

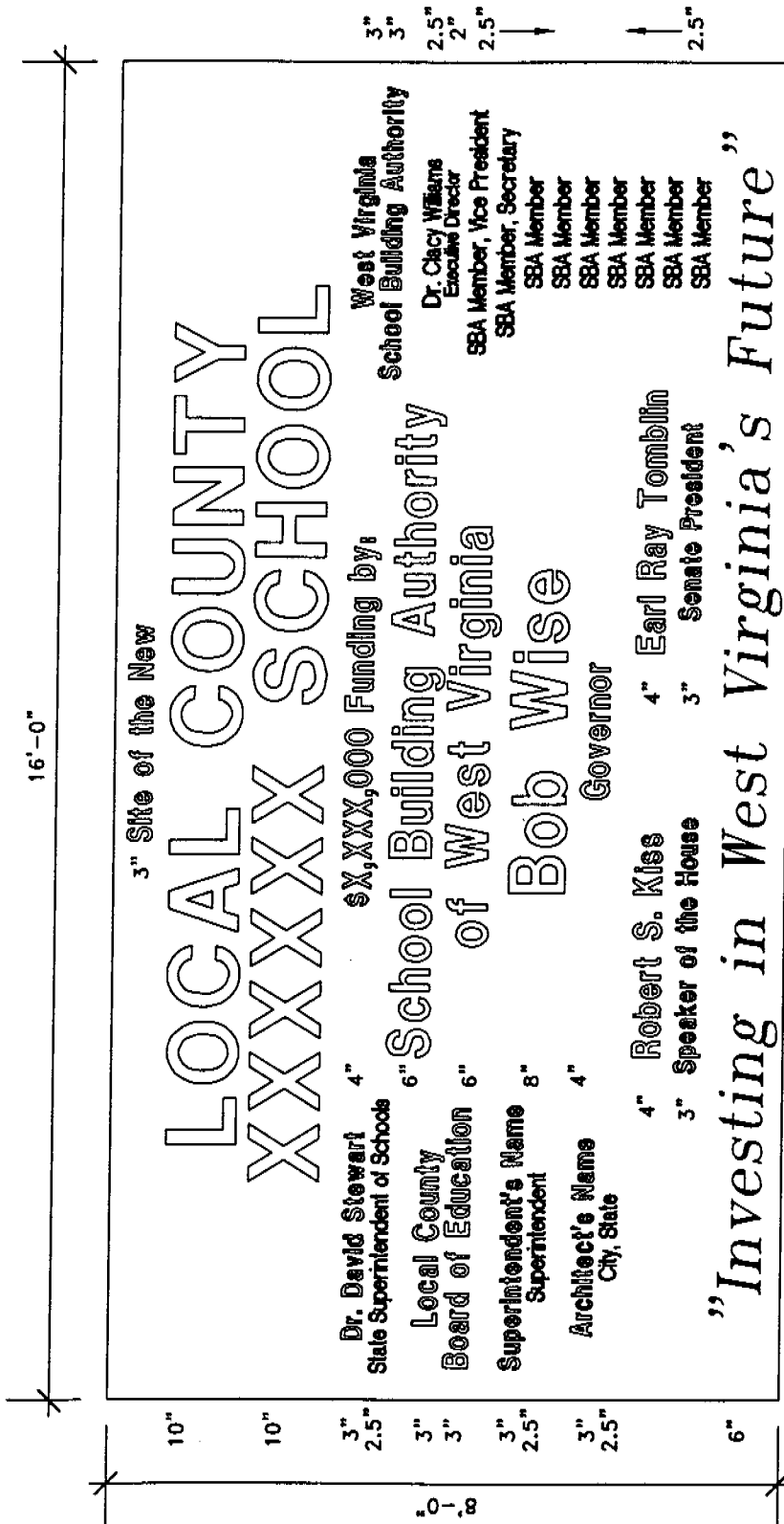
Award of Bids

Pursuant to the laws of the State of West Virginia, the School Building Authority of West Virginia must award bids only to the lowest qualified bidder. Therefore, when utilizing any portion of state funds for a project, county boards of education must consider the following factors when making a determination as to whether a contractor's bid is not only the lowest, but the most qualified.

1. The years of experience the bidder has in the construction, renovation or building repair business?
2. The bidders participation in a drug program that meets the objectives, applicable laws and regulations for a drug free workplace including the use of tobacco and alcohol on school properties?
3. The continuity of the bidders work force.
4. The experience and skill of the bidder's work force and that of the bidder's designated subcontractors.
5. The bidder's performance on similar construction projects.
6. The bidder's ability to successfully complete projects within the proposed schedules and deadlines.
7. The bidder's participation in a bonafide joint apprenticeship program that is approved by the US Department of Labor, US Bureau of Apprenticeship Training and is administered in compliance with the rules and regulations of the WV Department of Labor. [See DOL 42-7-3.1(i)]
8. The bidder's history of compliance with Worker's Compensation laws.
9. The bidder's history of compliance with Unemployment Compensation laws.
10. The bidder's history of compliance with Federal and State Prevailing Wage laws.
11. The bidder's history of compliance with the Fair Labor Standards Act.
12. The bidder's history of compliance with fringe benefit contributions ie. health insurance and pension benefits.
13. The bidder's history of compliance with the WV Jobs Act, (WV Code, Chapter 21, Article 1C) regarding use of the local labor market.
14. The bonding record of the bidder.
15. The bidders participation as a party in any legal action where an awarded liability could negatively impact the ability of the bidder to complete this project.
16. The bidder's financial stability and it's impact on the company's ability to complete the project.
17. The bidder's history of change order requests.
18. Response from bidder's references and recommendations of other owners for whom the bidder has worked.

All of the above factors will be considered by the county board of education in determining the "best" most qualified bid. No single criteria will be considered the controlling factor in determining whether a bid is, or is not the "best" bid.





NOTE:

- 1) The project sign must be visible and readable from highways.
- 2) If the Project Sign is located on Department of Highways Right-of-Way, coordinate placement with the regional office.
- 3) The Project Sign should be placed in a location so as not to create a safety hazard for motorists or pedestrians.

JOB SIGN (NEEDS PROJECTS)

DETAIL

JS_NEED



8'-0"

1.5" Site of the New

LOCAL COUNTY XXXXXX SCHOOL

Dr. David Stewart 2"
State Superintendent of Schools

\$X,XXX,000 Funding by:

West Virginia
School Building Authority

Local County 3"
Board of Education 3"
Superintendent's Name 4"
Superintendent 4"

School Building Authority

of West Virginia

Bob Wise

Architect's Name 2"
City, State

2" Robert S. Kiss 2" Earl Ray Tomblin
1.5" Speaker of the House 1.5" Senate President

"Investing in West Virginia's Future"

1.5"
1.5"
1.25"
1"
1.25"
1.25"

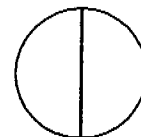
NOTE:

- 1) The project Sign must be visible and readable from highways.
- 2) If the Project Sign is located on Department of Highways Right-of-Way, coordinate placement with the regional office.
- 3) The Project Sign should be placed in a location so as not to create a safety hazard for motorists or pedestrians.

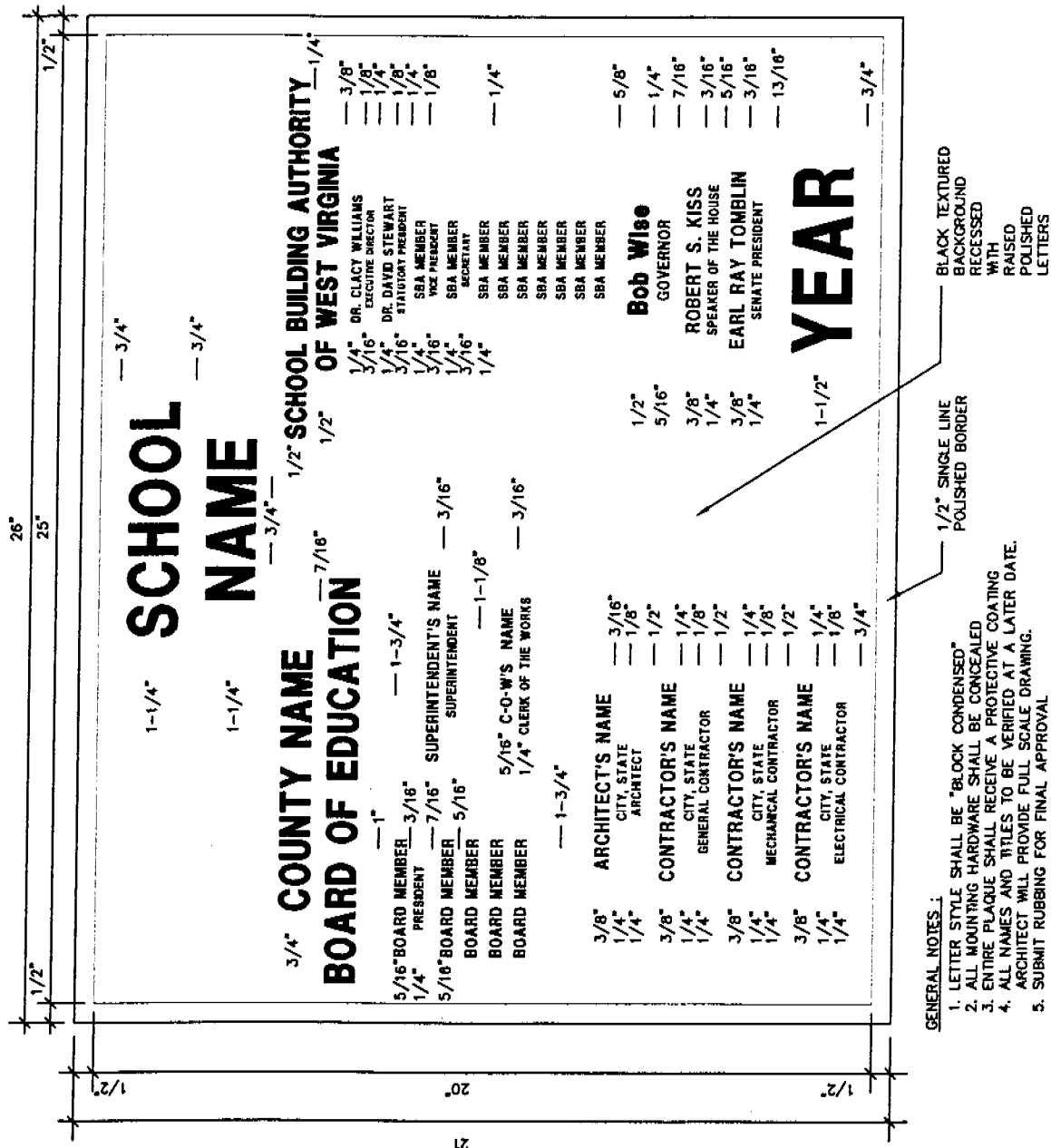
JOB SIGN (MIP PROJECTS)

DETAIL

JS_MIP







SAMPLE OF BUILDING PLAQUE

DETAIL

SCALE: 3" = 1'-0"

MIS057



JAN. 31, 19____
JULY 31, 19____

[illegible]

-147-

SCHOOL MAJOR IMPROVEMENT PLAN

The West Virginia Legislature amended 18-9D of the West Virginia Code in 1994 creating guidelines pertaining to quality educational facilities and creating a School Major Improvement Fund to be administered by the School Building Authority of West Virginia. The purpose of the major improvement program is to provide needs based grants to county boards of education, the State Board of Education for certain statewide educational facilities and/or administrative counsels of area vocational centers for facility renovations, maintenance and construction projects with a cost greater than fifty thousand dollars but may not exceed five hundred thousand dollars. Projects selected for funding by the SBA must be included in an approved Major Improvement Plan (MIP) and must meet the following goals:

1. Student health and safety, including, but not limited to, critical health and safety needs; and
2. Economies of scale, including scheduled preventive maintenance: Provided, that each county board's school maintenance plan shall address scheduled maintenance for all facilities within the county.

The Major Improvement Plan shall include a prioritized list of all the major improvement projects within the county. Such prioritized list shall be one of the criteria to be considered by the authority in determining how available funds shall be expended. In prioritizing the projects, the agency submitting a plan shall make determinations in accordance with objective criteria provided in their MIP. The MIP shall include a repair and replacement schedule for all school facilities and the manner and timeline for all activities within the plan.

All MIP facility needs must be identified in Section E of an approved Comprehensive Educational Facilities Plan. Expenditures for all facility improvements other than normal routine maintenance shall be documented and included in the annual update provided to the SBA. Routine maintenance remains the responsibility of local educational agencies and these costs will be reported through the annual financial reporting process provided to the State Department of Education.

NOTE: Please refer to the SBA MIP software package that addresses the proper format to be used to complete the MIP Section of the CEFP.

MAJOR IMPROVEMENT PLAN (MIP)

General

Each county board of education, State Board of Education, when applicable or administrative council of an area vocational center shall develop a ten year school Major Improvement Plan (MIP) as a section of their CEFP before seeking funds from the School Building Authority (SBA) for major improvement projects. An approved school Major Improvement Plan (MIP) is required prior to the distribution of state funds for a project pursuant to the requirements of West Virginia Code Chapter 18-9D-15. Initially, the MIP shall be submitted to the School Building Authority for approval by April 1, 1995 to qualify for MIP funding available in 1995 and shall be amended annually to summarize activities and to identify progress being made on school improvements. The MIP shall be part and parcel of the county Comprehensive Educational Facilities Plan (Section E of the CEFP) and together address the renovation, repair and safety upgrading of existing facilities, and equipment, building systems, utilities, and other similar items in connection with renovations, repair and upgrading of facilities. Major Improvement Projects may not include such items as books, computers, equipment used for instructional purposes, fuel, supplies, routine utility service fees, routine maintenance costs, ordinary course of business improvements and other items which are customarily deemed to result in current or ordinary course of business operating expenses.

Major Improvement funding shall be provided by the Authority on the basis of need and efficient use of state funds for construction and renovation projects. In so doing, both short and long term effects of building repairs and maintenance will be considered. All projects submitted to the Authority for funding consideration must be compatible with the county CEFP goals and objectives as well as the overall goals of the Authority.

Funding will not be distributed to any county board that does not have an approved school Major Improvement Plan and is not prepared to commence expenditures of such funds during the fiscal year in which the moneys are distributed: grant funds allocated to a county board and not distributed to that county board shall be available to the county board for a period of two years. Any funds which are unexpended after a two-year period shall be redistributed by the SBA on the basis of need from the school major improvement fund in that fiscal year.

I. KEY ELEMENTS OF THE PLAN

The following key elements of the major improvement plan must be included:

- A. Goals and Objectives of the Major Improvement Plan
- B. Historical Data Regarding Previous Building Improvement Activities
- C. Maintenance Plan
- D. Financing Plan
- E. Objective Evaluation of the Effectiveness of the Plan

- F. Summary of Project Submitted for Competitive Funding
- G. Annual Update
- H. Public Input Assurances

A. Goals and Objectives of the Major Improvement Plan

Each county board of education or other administrative unit qualifying for major improvement funds shall formulate goals and objectives to be accomplished by the MIP. The goals and objectives shall reflect an objective means to resolve deficiencies in educational facilities identified within the plan. The following aspects must be addressed within the plan:

1. Improving Health and Safety
 - a. Improving facilities to meet all applicable codes and federal and State Mandates (examples - EPA, Asbestos, ADA, Fire Marshal, Board of Risk, Health Department - Radon, Lead, Underground Tanks, and other applicable codes)
 - b. Improving Indoor Air Quality (i.e., ASHRAE)
 1. Temperature
 2. Humidity
 3. Filtration
 4. Ventilation
 5. VOC (Volatile Organic Compounds)
2. Improving the Facilities Ability to Deliver the Instruction Program
3. Increasing the Life Expectancy of Building Components by:
 - a. Establishing or improving a Routine Maintenance Schedule
 - b. Establishing or improving a Preventive Maintenance Schedule
4. Assuring the Prudent and Resourceful Expenditure of Local and State Funds by:
 - a. Establishing Short and Long Range Cost Effective Maintenance Planning
 - b. Effectively and Efficiently Managing Energy Sources
 - c. Performing Life Cycle Cost Analysis When Purchasing Building Components
 - d. Establishing Cost Effective Purchasing Practices

- e. Establishing Staff Training Programs for Effective and Current Maintenance and Custodial Methods

B. Historical Data Regarding Previous Building Improvement Activities

1. A survey of the previous five year building improvement activities must be performed to provide a historical baseline of expenditures and improvements. Previous maintenance budgets and records of building improvements can be used to identify where funding has been concentrated, where the greatest needs may exist and the scope of future countywide improvements.
2. A five year history of maintenance expenditures must be performed to qualify for funding. County boards of education must have budgeted in the current fiscal year, an amount equal to the average of the lowest three years expenditures out of the past five years. This information must be included with the annual CEFP update.
3. County maintenance expenditures should be comparable to the average regional and national square footage costs and reflect sufficient funding to adequately support the number of facilities being maintained. When insufficient funding is discovered a plan of action should be implemented to address the shortfall. Areas of consideration should be:
 - a. An increase in local building improvement funding
 - b. More efficient use of funds
 - c. Increased performance of the in-house staff (i.e., staff development)
 - d. Additional staff or assistance thru contracted maintenance
 - e. A reduction in the number of buildings to be maintained
 - f. Life cycle cost analysis is recommended to help identify the most cost effective means to improve maintenance activities

C. The Maintenance Plan

Included as a component of the Major Improvement Plan shall be a facility maintenance plan. The Maintenance Plan shall further the goals and objectives of the overall Major Improvement Plan and address specific needs of each facility by identifying building maintenance and improvement strategies that will improve the health and safety of the facility and extend the building's useful life. Major components of the Maintenance Plan are:

- Facility Evaluations
- Building Component Inventories
- Priorities List of Deficiencies
- Preventive and Routine Maintenance Plan
- Methods for Performing Maintenance

- Maintenance Plan Cost Summary
- Timeline for Implementing the Plan

1. Facility Evaluation (SBA Form 134)

Determining the present condition of building components as well as the overall condition of each facility is a vital part of school improvement. An evaluation of the building envelope and major components must occur and a detailed assessment performed in order to determine prioritized needs. Local and state funding should be directed toward improving those areas of the facility that address the goals and objectives of the CEFPP, Major Improvement Plan and those of the Authority.

2. Building Component Inventory (SBA Form 135)

The success of the MIP will be contingent upon accurate information compiled on building components and an effective plan to maintain these components in a well organized cost effective manner. An inventory of types and quantities of equipment and materials including descriptive data must be recorded and placed in a maintenance inventory plan for reference. The identified building component within the inventory can then be maintained based on a prioritized schedule for optimum use.

3. A List of Priorities Deficiencies (SBA Form 136)

The maintenance plan shall include a list of site specific building deficiencies prioritized by need as reflected in the goals and objectives of the major improvement plan. Such priority list shall be one of the criteria to be considered by the Authority in determining how available funds shall be expended. Prioritized maintenance projects may qualify for MIP funding.

4. Preventive and Routine Maintenance Plans

The ultimate goal of any maintenance program is to maintain building components in a manner that reduces emergency repairs and extends their useful life. The maintenance plan should begin with a program to perform maintenance on building components that may fail if not properly maintained and in so doing may adversely affect the health and safety of the building occupants and the operational budget of the county. The preventive and routine maintenance program that is to be established must include long and short range objectives, identify the specific programs for each building and a detailed list of scheduled maintenance to be performed.

5. Methods for Performing Maintenance

Various approaches will be taken to performing building maintenance. In-house and contracted maintenance staff or a combination of the two are currently being used. The program should identify the most cost effective manner of performing the vital maintenance program. Special emphasis must be given to staff development for in-house maintenance staff and the development of experience and qualification requirements for contracted maintenance services. A copy of the staff development program and staff experience for persons performing maintenance duties shall be made available for SBA review upon request.

6. Maintenance Plan Budget Cost Summary

The annual and long range cost of implementing the maintenance plan as well as the anticipated expenditures should the program not be implemented must be included in the plan. Identified cost should include but may not be limited to the following:

- a. Maintenance Plan Program Development
- b. Staff Development
- c. Preventive Maintenance Initiative
- d. Routine Maintenance
- e. Equipment Replacement Cost
- f. Materials and Equipment Associated with the Program
- g. Show on separate form Avoided Expenditures (should the program be implemented)

7. Timeline for Implementing the Plan

The full implementation of the maintenance plan will occur over the ten year period covered by the initial plan. However, milestone dates must be established that coincide with the prioritized list of maintenance to be performed. Specific objectives must be indicated in the plan and progress toward the completion of projects reported in the annual update submitted to the SBA. Also, included in the timeline will be a schedule for the anticipated replacement of each facility. The timeline for the replacement of facilities should be directly related to the costs required for its maintenance and its ability to facilitate the delivery of the desired educational program.

D. Major Improvement Finance Plan

Financing for the Major Improvement Plan may come from a number of sources the major contributor being local funds. The intent of the School Building Authority's Major Improvement Program is to provide state funds on an annual basis to assist the counties in doing major improvements for projects exceeding \$50,000 and less than

\$500,000. These funds shall not supplant local funding for school improvements and will be distributed on a school construction fund "needs" basis. However, county boards of education must comply with the provisions of 18-9D as well as the SBA guidelines described herein to qualify for funding. Projects that do not comply with the funding criteria established by the SBA must be addressed using other funding sources. Consideration should be given to the local maintenance budget, local bond proceeds or federal and state grants (Energy, Asbestos, ADA, and Special Education Grants, etc.). Consideration should also be given to approved lease purchase programs, performance based contracting or reinvestment of saving derived from capital improvement projects funded from local or state dollars.

The Major Improvement Plan must identify the funding source for each project identified in the ten year plan regardless of the immediate availability of the proposed funding. Additionally, the following criteria should be considered when preparing the financial strategy to implement the plan:

1. Major Improvement Funds shall be used in conjunction with local funds to effectively and efficiently meet the needs of educational facilities. Major Improvement Plan funds will not be used to supplant local maintenance funds.
2. Major Improvement Plan funding should not be used for projects in schools/facilities targeted to close within the Comprehensive Educational Facilities Plan.
3. Student occupied facilities shall be given first priority for improvements.
4. Funding for schools that do not meet the Economies of Scale will be based on:
 - a. A waiver being granted for a school project when the specific school is determined to be geographically isolated from other school populations and eliminates the potential for attaining enrollment economies:
 - b. A waiver being granted when a school is the only facility in the county that provides service to students in the particular grade levels included in the school. For example - Is this the only middle school/high school or elementary school in the county?
5. Projects within the Maintenance Plan that are eligible for Major Improvement Plan funding will be awarded on their ability to further the overall goals of the Agencies CEFPP, Major Improvement Plan and the overall goals of the SBA.
6. Funding will not be distributed to any agency that does not have an approved school major improvement plan or to any agency that is not prepared to commence expenditures of such funds during the fiscal year in which the monies are distributed. Funding shall be deposited in an SBA account to the

credit of that agency, such funds will remain to the credit of and available to the agency for a period of two years. Any monies which are unexpended after a two-year period shall be redistributed by the SBA on the basis of need from the school major improvement fund in that fiscal year.

7. Agencies may use monies provided by the authority in conjunction with local funds derived from bonding, special levy or other sources. Distribution to a county board, or to the state board or the administrative council of an area vocational educational center will be in accordance with a payment method approved by the authority.

E. Objective Evaluation of the Effectiveness of the Plan

Evaluating the success or failure of building improvement strategies must be quantified and adjustments made when the effects of a particular project or series of projects is known. Each project submitted to the SBA for funding consideration must be accompanied by a specific objective to be accomplished and thereby creating a means to evaluate how the project succeeded or failed to further the goals and objectives of the project and the overall plan. The evaluation shall be submitted upon request to the SBA at intervals appropriate to measure the short and long range affects of a project or improvement plan.

F. Project Submission Requirements (SBA Form 144 - Executive Summary)

Supportive data for projects submitted for funding consideration by the SBA shall meet the requirements of the Major Improvement Plan indicated herein and those included in the School Building Authority's MIP computer software. Sufficient data must be included to address how the current facilities do not meet and how the proposed project does meet the following goals:

1. Student health and safety;
2. Curriculum improvement and diversification, including computerization and technology and advanced senior courses in science, mathematics, language arts and social studies;
3. Adequate space for projected student enrollments;
4. Economies of scale, including compatibility with similar schools that have achieved the most economical organization, facility utilization and pupil-teacher ratios;
5. Reasonable travel time and practical means of addressing other demographic considerations;

6. Multi-county and regional planning to achieve the most effective and efficient instructional delivery system - If a project is to benefit more than one county in the region, the submission data shall state the manner in which the cost and funding of the project shall be apportioned among the counties;
7. Innovations in education;
8. To what extent does the project demonstrate an effective and efficient use of funding;
9. To what extent does the project impact the agency's preventive maintenance plan; and
10. To what extent does the project further the overall goals and objectives of the SBA and the MIP.

G. Annual Update (SBA Form 145)

The Major Improvement Plan shall be updated annually to reflect projects completed and new or continued needs remaining to be addressed. Also, building improvement activities in the previous year shall be documented and a detailed summary of the accomplishments provided to SBA for review. This information shall be provided to the SBA with the CEFPA Annual Update on or before December 1, 1996, and continue each subsequent year (Appendix P). The SBA may require that a county, the state board or the administration council of an area vocational center modify, update, supplement or otherwise submit changes or additions to an approved Major Improvement Plan pursuant to the requirements of 18-9D-16(I).

H. Public Input Assurances

Pursuant to Section 18-9D-16c of the West Virginia Code, the Major Improvement Plan shall include assurances of broad based public input in the planning process. The submission of each plan shall be accompanied by a synopsis of all comments received and a formal comment by the county board, the State Board or the administrative council of an area vocational educational center submitting the plan. A committee made up of the administrative staff having expertise in school construction and maintenance, and other staff members as determined by the superintendent as well as lay persons from the community shall cooperatively develop the plan. Once developed, the proposed plan shall then be made available for public comment for a period of 30 days prior to public hearing and submission to agency's board for approval. The approved plan shall then be submitted to the SBA for final review and approval.

II. Amending the Plan (SBA Form 106A)

The Major Improvement Plan may require amendments in response to changing facility conditions. SBA Form 106 must be used to amend the scope of a project. Budget Amendments relating to the plan or a specific project within the plan must also be requested using SBA Form 106. Refer to Section 100.60 of this manual for additional amendment requirements.

III. Project Selection Process

MIP Grant requests shall be submitted as a part of the annual CEFP and MIP update in accordance with the SBA Policy and Procedure Manual, Section 202-D. MIP Projects will be reviewed and evaluated by the SBA staff using the Project Evaluation Instrument (SBA Form 134). Meritorious projects will be selected on the basis of their compliance with the following review criteria:

1. Health and safety
2. Curriculum and improvements
3. Adequate space for project enrollment
4. Economies of scale
5. Travel time and demographics
6. Multi-county and regional cooperation
7. Educational innovations
8. Effective and efficient use of funds
9. Preventive maintenance
10. Furtherance of local and SBA goals and objectives

Projects shall be submitted annually for SBA consideration on or before February 15. Each project submitted will be evaluated by the SBA staff and on-site visits will be performed as necessary to familiarized the staff with all aspects of the project and to verify the submitted data. Interviews will be held with the superintendents or project representatives for statewide or area vocational projects when additional information regarding the specific's of the proposal is needed. After the staff review process is complete, the project data will be provided to the School Building Authority for final consideration. The staff review will include a recommended priorities list of statewide projects for SBA consideration. The Authority will determine the number of projects to be considered in each funding cycle and award meritorious projects to the extent funds are available.

bbbb

MIP

**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
PROJECT EXECUTIVE SUMMARY
MAJOR IMPROVEMENT PLAN**

PROJECT _____

COUNTY _____ COUNTY PRIORITY _____

PROJECT COST _____ DATE _____ SBA FUNDING CYCLE _____

PROJECT DESCRIPTION:**FUNDING SOURCE:**

TO IMPLEMENT TOTAL MIP

FUNDING FOR THIS PROJECT

SBA \$ _____ TYPE _____
 LOCAL _____ TYPE _____
 OTHER _____
 TOTAL _____

SBA \$ _____ TYPE _____
 LOCAL _____ TYPE _____
 OTHER _____
 TOTAL _____

BONDING CAPACITY\$ _____ AVAILABLE BONDING CAPACITY\$ _____
 EXCESS LEVY CAPACITY\$ _____ AVAILABLE LEVY CAPACITY \$ _____

COUNTYWIDE BUDGET INFORMATION

- Are Excess Levy Funds Dedicated Annually to Maintenance? Yes _____ No _____
Amount \$ _____
- Are Excess Levy Funds Dedicated Annually to Building Improvements? Yes _____
No _____ Amount \$ _____
- Percent of Total Building Improvement or Maintenance Budget supported by Levy
_____%. (Based on data provided above)
- Percent of Total County Budget dedicated to Facility Maintenance _____%
- Maintenance Budget this Year \$ _____
- Maintenance Expenditures Last Year Total \$ _____
\$/Square foot _____
- Average Maintenance Budget for lowest three of the past five years. \$ _____

COMPLIANCE WITH SBA REQUIREMENTS PROPOSED NEW PROJECT

Briefly describe how this project affects the following:

- **HEALTH AND SAFETY**

- **ECONOMIES OF SCALE**

Number of students enrolled in the affected facilities _____

Economies of scale will _____ will not _____ be achieved or will not be altered _____ as a result of the completion of this project.

ANNUAL SAVINGS \$ _____ COST AVOIDANCE \$ _____
(Achieved on this project) (Achieved on this project)

IF IMPLEMENTED WHAT IS THE AFFECT OF THIS PROJECT ON PERSONNEL.

•	TEACHER	PRESENT NO. _____	PROJECTED NO. _____	DIFFERENCE _____
•	SERVICE PERSONNEL	_____	_____	_____
•	ADMINISTRATORS	_____	_____	_____

- **MULTICOUNTY PROJECT**

- **EDUCATIONAL INNOVATIONS AND IMPROVEMENTS**

- **ADEQUATE SPACE FOR PROJECTED STUDENT ENROLLMENT**
- **TRAVEL TIME**
- **EFFECTIVE AND EFFICIENT USE OF PROPOSED FUNDING**
- **PROVIDING OR IMPROVING A PREVENTIVE MAINTENANCE PLAN**
- **FURTHERANCE OF THE OVERALL GOALS OF THE SBA AND THE COUNTY/AGENCY MAJOR IMPROVEMENT PLAN**



COUNTY _____ DATE _____

[illegible]

-161-



MAJOR IMPROVEMENT PROGRAM - ANNUAL UPDATE (COMPLETED OR ON-GOING PROJECTS)

COUNTY _____ **DATE** _____

Listed below are capital improvement project completed on schools since January 1 of the previous calendar year. These projects are currently in my Major Improvement Plan or are being amended into the plan with this action.

SCHOOL	PROJECT	COST	PROJECT CURRENTLY PLAN? Y OR N	PROJECT STATUS N/C/CO*
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

***N - New C - Completed CO- Continuous**

mipaupd
SBA 145a



**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
MAJOR IMPROVEMENT PROGRAM PROJECT EVALUATION FORM**

County / Agency : _____

Project : _____

Funding Request : \$ _____

INITIAL RATING									SBA INDEX *	FINAL RATING **	MAXIMUM SCORE
(Minor)			(Some)			(High)					
1	2	3	4	5	6	7	8	9			

1. What is the severity of the existing health and/or safety condition?									1.5		13.5
2. To what extent does the project provide for curricular improvement?									1.0		9.0
3. What is the existing severity of the need for space to house projected student enrollment?									1.0		9.0
4. To what extent does the project demonstrate efficiency and/or economies of scale?									1.5		13.5
5. To what extent does the proposed project impact upon student travel?									1.0		9.0
6. To what extent does the project provide for educational innovations?									1.0		9.0
7. To what extent does the project demonstrate an effective and efficient use of funding?									1.0		9.0
8. To what extent does the project impact the agency's preventive maintenance plan?									1.5		13.5
9. To what extent does the project further the overall goals and objectives of the SBA and the agency's major improvement plan?									1.5		13.5
10. Is this a multi-county project? Yes = 1 No = blank									1.0		1.0

Total Score:

	100.0
--	-------

* The index was determined by the significance level each item was given by the SBA Authority Members.

** The Final Rating is determined by multiplying the Initial Rating times the SBA Index.

**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
EMERGENCY FUND**

I. Eligibility Criteria

- A. The emergency situation must have been generated by an Act of God, ie., fire, wind, flood, storm, earthquake, etc.
- B. Federal, state and local funds for emergency repair/replacement must have been identified and exhausted.
- C. All insurance claims must have been filed and amount of settlements determined. Insurance should be at the cost of replacement level.

II. Application Process

A. Immediate Notification

- 1. If it is anticipated that SBA funds will be requested, immediate notification and involvement of the SBA staff is required.
- 2. Within 10 days of the emergency, the county must submit to the SBA a detailed report to describe:
 - a. the extent of the damages,
 - b. the effect of the damages on the educational program, and
 - c. the temporary measures taken to provide services to students.

B. Formal Application Process

- 1. The county must submit to the SBA documentation to verify the eligibility of the project based on the eligibility criteria above.
- 2. A facility plan designed to repair or replace the damaged properties must be submitted to the SBA. The facility plan must include data regarding:
 - a. enrollments, present and 8th year projection,
 - b. economies to be implemented by the project,
 - c. effect of the project on the educational plan, and
 - d. detailed description of work to be completed.

3. A Finance Plan for the project must be submitted to the SBA. The plan is to include:
 - a. Amount and description of local funds committed to the project,
 - b. Amount and description of federal funds available for the project,
 - c. Amount of any insurance settlement from the damages,
 - d. Amount of funds available from all other sources, and
 - e. Amount requested from the SBA. Support data must be provided to verify estimates of costs.
4. All data must be submitted at least one month prior to the quarterly SBA meeting at which the request will be made. This will provide time for staff review and visitation.
5. Any grant from the SBA Emergency Fund is subject to the approval of the Authority. The county superintendent must appear before the SBA with a formal proposal presentation regarding the request for funds. Presentation is to be limited to ten minutes.
6. Emergency Fund Grants are subject to the usual guidelines and regulations of the SBA regarding the expenditure of funds, including the economies of scale. Any project proposed for funding from the SBA Emergency Fund must be included in the county and regional CEF.

9/30/91

jjjj

THIS CONTRACT MAY BE USED IN LIEU OF THE STANDARD AIA DOCUMENTS.

SBA ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, Made this TYPE DATE, day of TYPE MONTH, 19 , between the BOARD OF EDUCATION OF THE COUNTY OF TYPE COUNTY (hereinafter "OWNER") and TYPE NAME OF ARCHITECT IN CAPS (hereinafter "ARCHITECT/ENGINEER").

PROJECT

Title: TYPE NAME OF SCHOOL PROJECT

CONSTRUCTION FUNDS AVAILABLE

TOTAL FIXED LIMIT FUNDS available by OWNER for construction only for this Project are: TYPE Total Amount of Dollars Available for Construction SAMPLE

CONSTRUCTION COST

The CONSTRUCTION COST shall be defined as follows:

1. For completed construction: the total applicable Contract cost of all such WORK;
2. For WORK constructed: the lowest bona fide base bid received from qualified bidder for WORK within the stated budget;
3. For WORK for which no such bid or proposal is received: the latest approved Detailed Base Bid Estimate of CONSTRUCTION COST within the stated budget. CONSTRUCTION COST does not include the compensation to ARCHITECT/ENGINEER.

COMPENSATION

ARCHITECT/ENGINEER shall provide professional services for this Project in accordance with the Terms and Conditions of this Agreement and OWNER shall compensate ARCHITECT/ENGINEER in accordance with the Terms and Conditions of this Agreement as follows:

BASIC SERVICES: Basic Compensation shall be computed on the basis of: TYPE PERCENTAGE (%) of NEW CONSTRUCTION COST and TYPE PERCENTAGE (%) of RENOVATION COST. If any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions based on: (1) the lowest bona fide bid or negotiated proposal; or (2) if no such bid or proposal is received, the most recent Statement of Probable CONSTRUCTION COST or Detailed Estimate of CONSTRUCTION COST for such portions of the Project. If the Scope of the Project or if the ARCHITECT'S/ENGINEER'S services are changed materially, the amounts of compensation shall be equitably adjusted.

PAYMENT SCHEDULE TO ARCHITECT

A. BASIC SERVICES:

Payment for ARCHITECT'S/ENGINEER'S Basic Services shall be made monthly upon presentation of ARCHITECT'S/ENGINEER'S statement of services rendered in proportion to the amount of services performed, provided that the compensation of each Phase of Basic Services shall not exceed the limits set out below:

Schematic Design Phase	15 %
Design Development Phase	35 %
Construction Documents Phase	65 %
Bidding and Bid Award Phase	70 %
Construction Administration Phase	
At 25 % Completed Construction	75 %
At 50 % Completed Construction	80 %
At 75 % Completed Construction	85 %
At SUBSTANTIAL COMPLETION	90 %
At 100 % Completion, Including Furnishing OWNER with Reproducible RECORD DRAWINGS (Contractor's marked up RECORD DRAWINGS may be substituted with Owner's Approval) and Other Documents Required	100 %

Additionally, the ARCHITECT shall coordinate and conduct, with the OWNER'S authorized representative and appropriate contractors present, a post construction project walk-through prior to the expiration of the CONTRACTOR'S one year warranty on the building. The walk-through shall be scheduled one month prior to the expiration of the one year warranty period. Building deficiencies shall be identified and reported to the CONTRACTOR prior to the expiration of the warranties.

No deduction shall be made for ARCHITECT'S/ENGINEER'S compensation as a result of penalty, liquidated damages or other sums withheld from CONTRACTOR.

ARTICLE 1 -- ARCHITECT'S/ENGINEER'S BASIC SERVICES AND RESPONSIBILITIES

A. GENERAL

1. ARCHITECT'S/ENGINEER'S Basic Professional Services consist of the phases described as follows and include, but are not limited to, normal architectural, structural, mechanical and electrical engineering services. ARCHITECT/ENGINEER shall obtain written approval of OWNER and the SBA before proceeding with each phase. Nothing in this Agreement shall be construed as placing any obligation on OWNER to proceed with any phase beyond the latest phase approved by OWNER.
2. ARCHITECT/ENGINEER agrees to accept OWNER's program and budget and further agrees to accomplish said project within the intent of the program and established budget. Should ARCHITECT/ENGINEER determine that the project cannot be accomplished within the established budget, ARCHITECT/ENGINEER shall notify OWNER, in writing, so that the project

- scope can be reviewed and modified as necessary.
3. ARCHITECT/ENGINEER agrees to OBSERVE the construction of WORK and to insist that CONTRACTOR(s) comply with CONTRACT DOCUMENTS. Such administration of the Contract; the review and approval of Certificates of Payment; review and approval of SHOP DRAWINGS; and observation of construction. General administration of the Contract includes, but is not limited to, the performance of all acts, services, and responsibilities described, referred to, or implied in this Contract and to the performance of all acts, services, and responsibilities described, referred to, or implied in the General and Supplemental Condition of Contract for Construction.
 4. ARCHITECT/ENGINEER agrees to strictly conform to and be bound by standards, criteria, budgetary considerations and memoranda of policy furnished to him by OWNER and further agrees that he shall design WORK in strict compliance with all applicable laws, codes and industry standards including pertinent provisions of State Board of Education Policy 6200 and the Policies and Procedures of the School Building Authority.
 5. ARCHITECT/ENGINEER shall meet with OWNER beginning with the execution of the contract on a monthly basis to discuss progress and problems which may be encountered. These meetings shall be coordinated through the OWNER's designated project representative. ARCHITECT/ENGINEER shall report directly to the TYPE TITLE OF THE OWNER'S DESIGNATED PROJECT REPRESENTATIVE.
 6. ARCHITECT/ENGINEER must proceed with the performance of the services called for in this agreement so that all construction bids are awarded so as to allow substantial completion of the project by TYPE DATE, or as directed by the OWNER. (Base bid of proposal will allow Contractor to state his required Substantial Completion date.)
 7. ARCHITECT/ENGINEER agrees to design the project within the OWNER's construction budget. The ARCHITECT shall advise the OWNER prior to approval of design development drawings if adjustments are required in the project scope in order to construct the facility within the approved project budget. Statements of Probable Construction Cost prepared by the ARCHITECT/ENGINEER represent the ARCHITECT'S/ENGINEER'S best judgment as a design professional. The ARCHITECT/ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from the Cost Estimate prepared by the ARCHITECT/ENGINEER. The ARCHITECT/ENGINEER shall be permitted with the OWNER'S approval to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the CONTRACT DOCUMENTS; to make reasonable adjustments in the scope of the Project with written approval by OWNER; and to include in the CONTRACT DOCUMENTS alternate bids to adjust the CONSTRUCTION COST to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction. Should all acceptable bids received for the project exceed the CONSTRUCTION COST the ARCHITECT/ENGINEER agrees to redesign the project including reducing the

scope of the project at no additional cost to OWNER and, in a manner acceptable to the OWNER, so as not to exceed the OWNER's Fixed Limit construction budget.

8. ARCHITECT/ENGINEER agrees that the plans and specifications provided to the CONTRACTOR for this project shall be adequate and sufficient for the proper construction of the project and their intended purpose.
9. ARCHITECT/ENGINEER agrees to provide professional services to assist the OWNER in defending all claims against the OWNER which relate in any way to alleged errors or omissions of an alleged failure to OBSERVE by the ARCHITECT/ENGINEER arising out of the Contract without additional compensation.

B. ARCHITECT'S/ENGINEER'S RESPONSIBILITIES IN CONJUNCTION WITH BASIC SERVICES

1. DESIGN PHASE

a. SCHEMATIC DESIGN PHASE

- (1) ARCHITECT/ENGINEER shall review the needs and requirements of OWNER to determine the requirements of the project.
- (2) ARCHITECT/ENGINEER shall then review these project requirements to determine the project scope with the OWNER.
- (3) ARCHITECT/ENGINEER shall evaluate OWNER'S budget.
- (4) ARCHITECT/ENGINEER shall provide a preliminary evaluation of project scope and requirements for OWNER, taking into account OWNER'S educational program and project budget.
- (5) ARCHITECT/ENGINEER shall then review with OWNER alternate methods and approaches to project design and construction and recommend the method best suited to the needs and budget of OWNER.
- (6) ARCHITECT/ENGINEER shall, relying on OWNER'S project requirements, budget restrictions and method of design and construction selected by OWNER, prepare for the OWNER'S approval of Schematic Design Documents including, but not limited to, drawings and other documents demonstrating and illustrating the project scope and scale and the relationship of project components. Schematic design documents shall be reviewed and approved by the SBA prior to submission to the county board of education for final approval.
- (7) ARCHITECT/ENGINEER shall at the time of submission of Schematic Design Documents furnish to OWNER a Statement of Probable Construction Cost, based on the OWNER'S project requirements and current areas, volumes or other unit costs.

b. DESIGN DEVELOPMENT PHASE

- (1) Prior to beginning the project Design Development Phase, the ARCHITECT/ENGINEER shall secure approval of the Schematic Design Documents and Statement of Probable Project Cost from the OWNER and the School Building Authority.
- (2) ARCHITECT/ENGINEER shall prepare Design Development

Phase Documents based on the Schematic Design Phase Documents and any approved adjustments in the program or project budget.

- (3) Design Development Documents shall include sufficient data, information and material to define the scope of the project and to demonstrate, delineate, and define the general design of the project, including size and character of the project as to architectural, structural, mechanical and electrical system, materials, and any other project elements appropriate under the project scope and design.
- (4) Design Development Phase Documents shall be developed based on the OWNER'S project requirements (including educational program) and shall include, but not be limited to drawings, outline specifications, and a Revised Statement of Probable Construction Cost.
- (5) **DRAWINGS:**
The Design Development Phase Documents shall reflect all architectural and/or engineering skills applicable to the project and shall graphically illustrate the approved educational program provided by the OWNER.
- (6) **OUTLINE SPECIFICATIONS:** Outline specifications and Probable Construction Cost shall be developed by ARCHITECT/ENGINEER to a uniform level, reflecting the material, trades, mechanical and electrical system, and specialties required to reflect the project as a whole.
- (7) **STATEMENT OF PROBABLE CONSTRUCTION COST:**
Probable Construction Cost furnished in this phase shall be calculated by ARCHITECT/ENGINEER based on drawings and the Outline Specifications for the project reflecting the changes in probable construction cost and taking into account the building trades and construction components utilized in the project design. The ARCHITECT/ENGINEER shall advise the OWNER of any adjustments to the previous Statement of Probable Construction Cost indicated by changes in requirements or general market conditions.
- (8) Upon completion of the Design Development Phase and prior to the submission to the county board of education for approval the ARCHITECT/ENGINEER shall submit to the School Building Authority for approval the Design Development Documents including the latest approved educational program, Outline Specifications and the statement of the revised Probable Construction Cost, together with any other material or documents necessary to show the design and scope of the project.

c. **CONSTRUCTION DOCUMENTS PHASE**

- (1) Prior to the beginning the Construction Documents Phase of the project, approval in writing of the Design Development Documents, and specifically the Revised Statement of Probable

- Construction Cost, shall be secured from the School Building Authority and the OWNER by the ARCHITECT/ENGINEER.
- (2) ARCHITECT/ENGINEER shall prepare the Construction Documents from the approved Design Development Documents for approval by the School Building Authority and the OWNER with a final Statement of Probable Construction Cost, including information necessary to bid the project.
 - (3) Construction Documents shall include, but not be limited to, drawings and specifications setting forth in adequate, reasonable, and reliable detail the final requirements for the construction of the project.
 - (4) ARCHITECT/ENGINEER shall prepare for filing by the OWNER all documents necessary to obtain all approvals and permits required of the project by governmental authorities having jurisdiction over the project. The ARCHITECT shall incorporate required changes in all documents resulting from regulatory agency reviews at no additional cost to the OWNER. Building Permits are not a part of this contract.
 - (5) Approval of the Construction Documents and Statement of Probable Construction Cost by the School Building Authority and the OWNER shall not relieve ARCHITECT/ENGINEER of any responsibility for design deficiencies, omissions or errors.
 - (6) All plans and specifications shall bear the signature and seal of the approved project ARCHITECT/ENGINEER. ARCHITECT/ENGINEER, Consultants, agents and employees shall be fully responsible for all designs.
- d. **BIDDING AND BID AWARD PHASE**
- (1) Prior to beginning the Bidding and Bid Award Phase of the project, approval in writing of the Construction Documents and the Final Statement of Probable Construction Cost shall be secured from the School Building Authority and the OWNER by ARCHITECT/ENGINEER.
 - (2) ARCHITECT/ENGINEER shall prepare the Bid Documents necessary for obtaining bids for the construction of the project.
 - (3) ARCHITECT/ENGINEER shall prepare the Invitation for Bids for OWNER which shall include all contractual terms and conditions applicable to the project.
 - (4) ARCHITECT/ENGINEER shall prepare and submit the construction contract and the Invitation for Bids for the written approval of OWNER prior to the advertising and solicitation of bids.
 - (5) ARCHITECT/ENGINEER shall hold a pre-bid conference, with an agenda prepared by ARCHITECT/ENGINEER appropriate to the size, complexity, and scope of the project.
 - (6) ARCHITECT/ENGINEER shall assist OWNER by receiving, recording, and evaluating the bids received for the construction of the project and shall assist the OWNER in the submission of

the complete bid tabulation summary to the School Building Authority.

- (7) ARCHITECT/ENGINEER shall review all bids and qualifications of the lowest responsive bidders and shall recommend to OWNER those deemed responsive. ARCHITECT/ENGINEER shall prepare and certify the bid tabulation and shall upon request mail copies of the bid tabulation to all bidders within ten (10) DAYS following the bid opening.

2. CONSTRUCTION ADMINISTRATION PHASE

- a. The Construction Administration Phase shall commence with the award of the Construction Contract or contracts and will terminate when all identified construction deficiencies have been corrected and when final payment to the Contractor is made.
- b. ARCHITECT/ENGINEER shall have the authority to act on behalf of OWNER to the extent provided in this Contract, unless otherwise modified in writing.
- c. ARCHITECT/ENGINEER shall at all times have access to WORK.
- d. ARCHITECT/ENGINEER shall conduct a pre-construction conference with CONTRACTOR and shall take and distribute to OWNER and CONTRACTOR written minutes of the pre-construction conference and of all meetings conducted by ARCHITECT/ENGINEER.
- e. ARCHITECT/ENGINEER shall attend job progress meetings at intervals appropriate to the stage of construction as determined by the ARCHITECT/ENGINEER and at which time CONTRACTOR and ARCHITECT/ENGINEER may discuss and resolve such matters as job progress, construction problems, scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements. Additional special job site meetings, when deemed necessary by ARCHITECT/ENGINEER, shall be held, as required.
- f. On the basis of these on-site visits, ARCHITECT/ENGINEER shall keep OWNER and the School Building Authority informed through a monthly written report of the progress and quality of WORK. While periodic visits by ARCHITECT/ENGINEER may vary with the progress of WORK and other conditions, these visits shall not be less than one visit by ARCHITECT/ENGINEER to the project biweekly during the course of construction, unless otherwise agreed upon by OWNER and ARCHITECT/ENGINEER.
- g. Based on observations at the site and on CONTRACTOR'S written request for payment, ARCHITECT/ENGINEER shall determine the amount owed to CONTRACTOR and shall certify requests for payment in such amounts, on the basis that WORK has progressed to the point indicated and that the quality of WORK is in accordance with CONTRACT DOCUMENTS and sound construction practices. The issuance of a Certificate for Payment shall not be a representation that ARCHITECT/ENGINEER has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account

- of the Contract Sum.
- h. ARCHITECT/ENGINEER will be the interpreter of the requirements of CONTRACT DOCUMENTS. ARCHITECT will render written interpretations within ten (10) days of receipt of any written request or within an agreed upon time limit. These interpretations as between OWNER and CONTRACTOR will be binding upon both. ARCHITECT/ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the WORK.
 - i. ARCHITECT/ENGINEER, in cooperation with the OWNER and School Building Authority, shall reject WORK which in ARCHITECT'S opinion does not conform to CONTRACT DOCUMENTS; to confirm the requirements of CONTRACT DOCUMENTS, ARCHITECT may request approval of OWNER and the School Building Authority for special inspection and/or testing.
 - j. ARCHITECT/ENGINEER shall review and approve SHOP DRAWINGS. SHOP DRAWINGS shall only be approved if they are in conformance with the design concept of the project and in compliance with the components, equipment quality and associated cost as required in the Contract Documents must have the written approval of the samples, and other submissions of CONTRACTOR for general conformance with the design concept of the project and for compliance with the information given in CONTRACT DOCUMENTS shall be returned to CONTRACTOR within fifteen (15) DAYS of receipt thereof. If review and approval are delayed beyond the time set out above, ARCHITECT/ENGINEER shall notify CONTRACTOR and OWNER in writing stating the reason for the delay. The ARCHITECT/ENGINEER'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.
 - k. ARCHITECT/ENGINEER shall review and analyze all requests for CHANGE ORDERS including any documents offered to substantiate such requests. ARCHITECT/ENGINEER shall submit written recommendations and shall prepare those CHANGE ORDERS recommended for approval by the School Building Authority and the OWNER.
 - l. ARCHITECT/ENGINEER shall require that no changes may be made in WORK by any party without prior written consent of the OWNER.
 - m. The responsibility of ARCHITECT/ENGINEER under the terms of this Contract is not relieved or affected in any respect by the presence of any other agents, consultants, or employees of OWNER.
 - n. ARCHITECT/ENGINEER shall endeavor to the best of his ability through observations that WORK has been or is being installed in accordance with CONTRACT DOCUMENTS and normal industry construction practices.
 - o. ARCHITECT/ENGINEER is fully responsible for any WORK designed, approved, certified, or accepted by his Engineers, Consultants, agents, and employees the same as if the said WORK were designed, approved,

- certified, or accepted by him. Additionally, ARCHITECT/ENGINEER shall determine the amount, quality, acceptability and fitness of the kind of WORK and materials which are to be paid for under this Contract.
- p. ARCHITECT/ENGINEER shall make decisions promptly and in any event shall respond within ten (10) DAYS after presentation of an issue, claim or complaint by the parties to the Construction Contract.
- q. If CONTRACTOR shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to SUBCONTRACTORS or for material or labor, or persistently disregard laws, ordinances or the instructions of the School Building Authority and the OWNER, or otherwise be guilty of a material violation of any provision of the Contract, or if he should fall behind the progress SCHEDULE as described in CONTRACT DOCUMENTS, then ARCHITECT/ENGINEER may advise OWNER to serve notice to CONTRACTOR and his surety setting forth the asserted violations and demanding compliance with the Contract. Unless within ten (10) consecutive calendar DAYS after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, ARCHITECT/ENGINEER shall advise OWNER in writing either to suspend CONTRACTOR'S right to proceed with WORK or to terminate the contract with CONTRACTOR.
- r. Should CONTRACTOR fail to comply with the orders of ARCHITECT/ENGINEER relative to any particular portion of work, then ARCHITECT/ENGINEER shall have the authority to stop WORK for 24 hours. Thereafter, if the suspension is to continue, ARCHITECT/ENGINEER shall so advise the School Building Authority and the OWNER, recommend the suspension stating the reasons therefore, and obtain the written authorization of the School Building Authority and the OWNER for transmittal to CONTRACTOR.
- s. If CONTRACTOR refuses or fails to prosecute WORK, or any part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said WORK, ARCHITECT/ENGINEER may advise the School Building Authority and the OWNER to terminate the contract.
- t. ARCHITECT/ENGINEER, at the completion of the entire WORK or a designated portion thereof, shall issue with the approval of the School Building Authority and the OWNER, a Certificate of SUBSTANTIAL COMPLETION which shall state that WORK performed under this contract has been reviewed and found to be substantially complete in accordance with all requirements on CONTRACT DOCUMENTS except for identified minor items which, in the opinion of ARCHITECT/ENGINEER, will not interfere with complete and satisfactory use of the facilities.
- u. ARCHITECT/ENGINEER shall provide a close-out program for the

project including, but not limited to, the preparation and enforcement of "punch lists." ARCHITECT/ENGINEER shall also:

- I. Assist and cooperate with CONTRACTOR in the completion of punch list WORK.
- ii. Transmit from CONTRACTOR to OWNER all guarantees, warranties, equipment, records, drawings, and maintenance manuals and operating instructions.
- iii. Require CONTRACTOR to schedule and coordinate all start-up and shake-down operations of all equipment with OWNER'S operating personnel and shall require brief periods of instruction for OWNER'S operating personnel as required in the specifications, and shall arrange for, coordinate, and monitor the balancing of all systems.
- iv. Obtain from CONTRACTOR and furnish to OWNER all guarantees and required affidavits of releases from CONTRACTOR.
- v. Assist the OWNER with required School Building Authority project close-out documentation.
- v. Upon completion of the Construction Phase, ARCHITECT/ENGINEER shall provide to the OWNER reproducible RECORD DRAWINGS (Contractor's marked up record drawing may be substituted with the approval of the OWNER) showing all changes made during construction. Record Drawings shall be certified by the CONTRACTOR and ARCHITECT as record drawings.
- w. ARCHITECT/ENGINEER shall arrange for final observation and shall require that all WORK performed by CONTRACTORS is in accordance with the requirements of CONTRACT DOCUMENTS.
- x. Subsequent to the final completion of construction operations and the occupancy of the project by OWNER, ARCHITECT/ENGINEER shall review all outstanding claims of which he has knowledge of and which have not been settled during the construction phase of the project and shall prepare a written report outlining the background and status of such claims and making recommendations as to the ultimate disposition of such outstanding claims.
- y. One month prior to the expiration of the one-year warranty period as called for in the Construction Documents, ARCHITECT/ENGINEER, OWNER and School Building Authority shall inspect the project for any deficiencies that may have developed under the one-year warranty. Upon completion of inspection, a written report shall be furnished to OWNER and CONTRACTOR, and ARCHITECT/ENGINEER shall assist the OWNER in taking necessary action to see that the deficiencies are corrected at no cost to OWNER.

ARTICLE 2 -- ADDITIONAL SERVICES

- A. GENERAL: The following additional Services shall be provided only when authorized in writing by OWNER and shall be paid for by OWNER:

1. Making revisions in CONTRACT DOCUMENTS when such revisions are inconsistent with written approvals or instructions previously given are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the ARCHITECT/ENGINEER.
2. Providing consultation concerning replacement of any WORK damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such WORK.
3. Providing services made necessary by the default of a CONTRACTOR.
4. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
5. Providing services of Consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project.
6. Preparing an environmental impact statement for submission to the Environmental Protection Agency (EPA).
7. Providing services relative to future facilities, system and equipment which are not intended to be constructed during the Construction Phase of this Project.
8. Providing services in connection with the WORK of the OWNER'S Construction Manager or other Consultants retained by the OWNER.
9. Providing coordination of WORK provided by the OWNER'S own forces.
10. Providing financial feasibility studies.
11. Preparing surveys, studies or material, other than the CONTRACT DOCUMENTS, for submission to governmental or other authorities having jurisdiction over the Project.
12. Providing services to make measured drawings of existing buildings.
13. Providing extensive assistance in the utilization of any equipment or system such as initial start-up, testing, adjusting or balancing, preparation of operating or maintenance manuals, training operating or maintenance personnel and consultation during operation.
14. Employment of Consultants requested by the OWNER.
15. Constructing the Project with more than one Prime Contractor.
16. Segmented or phase construction process.

ARTICLE 3 -- OWNER'S RESPONSIBILITIES

- A. OWNER shall provide full information regarding his requirements for the project including related budgetary information and shall cooperate fully with ARCHITECT/ENGINEER at all times.
- B. OWNER shall provide an on-site project Clerk-of-the-Works (C.O.W.) for projects exceeding one hundred thousand dollars (\$100,000) in scope. The duties and responsibilities of the C.O.W. are as described by the School Building Authority. The C.O.W. shall not assume any responsibilities of the ARCHITECT/ENGINEER or any contractor and shall work directly for the OWNER.
- C. If the OWNER observes or otherwise becomes aware of any fault or defect in the project or nonconformance with CONTRACT DOCUMENTS, he shall provide prompt WRITTEN NOTICE thereof to ARCHITECT/ENGINEER.
- D. OWNER shall furnish information required of it as expeditiously as is necessary for the

orderly progress of WORK so as not to unnecessarily delay ARCHITECT/ENGINEER in the performance of the duties. The ARCHITECT/ENGINEER shall be entitled to rely upon the accuracy and completeness of all services, information, surveys and reports furnished by the OWNER.

- E. OWNER shall bear the cost of obtaining the following information for the ARCHITECT/ENGINEER from LAND SURVEYOR or MATERIAL TESTING ENGINEER selected by the ARCHITECT/ENGINEER, with the OWNER'S approval, provided the cost is approved by OWNER before it is incurred:
 - 1. All tests deemed necessary by ARCHITECT/ENGINEER.
 - 2. The surveys, tests, engineering data, and any other information described under this ARTICLE shall be obtained for the ARCHITECT'S/ENGINEER'S use in making design decisions for this project.
- F. OWNER shall furnish at its expense any Consultants required to evaluate the Project for existing asbestos materials or hazardous wastes, including professional recommendations for their removal. (Professional Services relating to asbestos in any way are not a part of this Contract.)

ARTICLE 4 -- REIMBURSABLE EXPENSES

- A. Reimbursable Expenses are defined as direct costs which may be in addition to the compensation for Basic and/or Additional Services and may include, but are not necessarily limited to, the following:
 - 1. Travel expenses in connection with the project including mileage, meals, lodging and fees paid for securing approval of authorities having jurisdiction over the project.
 - 2. Long distance communication.
 - 3. Expense of reproductions, postage and handling of documents, renderings and models requested and approved by the OWNER. Reproductions for the office use of the ARCHITECT/ENGINEER and the ARCHITECT'S/ENGINEER'S Consultants are excluded.

Reimbursable Expenses for this Project shall not exceed TYPE AMOUNT

ARTICLE 5 -- ARCHITECT'S/ENGINEER'S ACCOUNTING RECORDS

- A. Daily records of ARCHITECT'S/ENGINEER'S Direct Personnel, Consultants and Reimbursable Expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to OWNER or his authorized representatives upon request.

ARTICLE 6 -- ARCHITECT'S/ENGINEER'S COOPERATION

- A. ARCHITECT/ENGINEER agrees to perform his services under this Contract in such manner and at such times so that OWNER and/or any CONTRACTOR who has WORK to perform, or contracts to execute, can do so without unreasonable delay.

ARTICLE 7 -- OWNERSHIP OF DOCUMENTS

- A. Drawings and Specifications as instruments of service are and shall remain the property of the ARCHITECT/ENGINEER whether the Project for which they are made is executed or not. The OWNER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the OWNER'S use and occupancy of the Project. The Drawings and Specifications shall not be used by the OWNER on other projects or for completion of this Project by others provided the ARCHITECT/ENGINEER is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the ARCHITECT/ENGINEER.
- B. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the ARCHITECT'S/ENGINEER'S rights.

ARTICLE 8 -- SUCCESSORS AND ASSIGNS

- A. OWNER and ARCHITECT/ENGINEER each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 9 -- TERMINATION

- A. THIS AGREEMENT, for any reason including the convenience of OWNER or for cause, may be terminated by OWNER by WRITTEN NOTICE to ARCHITECT/ENGINEER specifying the termination date which shall be effective within seven (7) DAYS from the date to be stated by OWNER in the notice to ARCHITECT/ENGINEER.
- B. In the event of termination which is not the fault of ARCHITECT/ENGINEER, OWNER shall pay to ARCHITECT/ENGINEER the compensation properly due for services properly performed prior to the effective date of the termination and for any reasonable reimbursable expenses properly incurred.
- C. In the event ARCHITECT/ENGINEER through any cause fails to perform any of the terms, covenants, or provisions of this Contract on his part to be performed, or if he for any cause fails to make progress in WORK hereunder in a reasonable manner, or if the conduct of ARCHITECT/ENGINEER impairs or prejudices the interests of OWNER, or if ARCHITECT/ENGINEER violates any of the terms, covenants, or provisions of this Contract, OWNER shall have the right to terminate this Contract by giving notice in writing of the fact and date of such termination to ARCHITECT/ENGINEER, and all drawings, specifications, and other documents relating to the design or SUPERVISION OF WORK shall be surrendered forthwith by ARCHITECT/ENGINEER to OWNER.

ARTICLE 10 -- INSURANCE

- A. Within ten (10) DAYS after execution of the Agreement and during the entire period of ARCHITECT'S/ENGINEER'S responsibility under this Agreement, ARCHITECT/ENGINEER shall obtain and maintain professional liability insurance coverage. ARCHITECT/ENGINEER shall file with OWNER the certificate from an insurance company authorized to do business in the State of West Virginia showing issuance of professional liability insurance (errors and omissions insurance) in the amount of \$250,000 coverage with a maximum of \$100,000 deductible. The certificate shall bear an endorsement in words exactly as follows:

"The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: 'The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until ten DAYS after notice to: THE BOARD OF EDUCATION OF THE COUNTY OF TYPE COUNTY NAME.'"

ARTICLE 11 -- ARBITRATION

- A. If, at any time, a difference of opinion or dispute shall arise between the parties to this Agreement with respect to any right or obligation arising under this Agreement, the question in dispute, if it cannot be settled between the parties themselves, may be referred to arbitrators consisting of three competent and disinterested persons, of which persons one shall be selected by the OWNER, one by the ARCHITECT/ENGINEER, and the third by the two arbitrators thus chosen by the OWNER and project ARCHITECT/ENGINEER. The party desiring that any matter be submitted to arbitration shall give written notice thereof to the other party, stating therein the specific point or points in dispute and naming the person selected by said party as an arbitrator, and it shall be the duty of the other party within fifteen (15) DAYS after receiving such notice to name an arbitrator and, in the event such other party does not do so, the party desiring arbitration may apply to any judge of the Circuit Court of TYPE NAME County, West Virginia, to appoint such arbitrator. Likewise, in the event of the failure of the two arbitrators thus named to agree upon the third arbitrator within twenty (20) DAYS after notification of their appointment then the third arbitrator may be named by any such judge upon application of either party hereto, and such judge is hereby requested to sit in the premises and name such arbitrator. The arbitrators thus chosen shall give to the parties to any dispute written notice of the time and place of hearing and at the time and place appointed shall proceed with the hearing, unless, for some good cause of which the arbitrators, or a majority of them, shall be the sole judge, it shall be postponed until some later date within a reasonable time. The determination of the board or arbitrators thus constituted, or a majority of the persons composing the same, shall be made in writing and a copy thereof delivered to each of the said parties. Payment of the expenses of such arbitration, including the fees of the arbitrators, shall be directed by the board of arbitration, or a majority thereof. Arbitration shall be conducted in accordance with the American Arbitration Association's Construction Industry ARBITRATION Rules.
- B. It is hereby expressly agreed by the parties hereto that submission of any dispute to arbitration as herein provided shall not be specifically enforceable and shall not be a condition precedent to the bringing of an action with respect to such dispute in any

court having jurisdiction thereof.

- C. Where the parties have submitted any question to the arbitration as herein provided, the award of the arbitrators shall be final and conclusive upon said parties with reference to the questions so submitted and judgement may be entered upon it in accordance with the provisions of West Virginia Code 55-10-1 et seq.

THIS AGREEMENT represents the entire and integrated Agreement between OWNER and ARCHITECT/ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ARCHITECT/ENGINEER.

THIS AGREEMENT shall be governed by the laws of the State of West Virginia.

The pertinent statute of limitations for any cause of action based upon this Contract shall commence to run on the date of this instrument.

THIS AGREEMENT entered into as of the day and year first written above.

OWNER
BOARD OF EDUCATION OF THE
COUNTY OF TYPE NAME

ARCHITECT/ENGINEER
TYPE NAME OF ARCHITECT/ENGINEER

BY _____
Its Present

By _____
Its _____

archeng
retyped 5/97



CEFP AMENDMENT

ANNUAL UPDATE

COMPREHENSIVE EDUCATIONAL FACILITIES PLAN

COUNTY UPDATE - Data to be completed and submitted to SBA and SDE by December 1, of each year

1. County-wide Facility Classification Report (SBA/WVDE 116 - Appendix B - SBA Guidelines)
2. High School Attendance Areas Facilities Chart - for each high school in the county (SBA #132)
3. Feeder School Summary Report - narrative
4. School Construction Fund "Needs" Project Summary and Review - For the project that the county is submitting for competitive School Construction Fund "Needs" grant funding from the SBA in the next funding cycle (SBA 120 - Appendix G - SBA Guidelines)
5. MIP Annual Update - (1) List of completed or on-going projects (SBA 145a) and (2) Prioritized list of proposed projects (SBA 145b)
6. Updated CEFPP Executive Summary

The annual update is to be compiled and submitted to the State Department of Education (1 copy) and the School Building Authority (1 copy) in tabbed, three (3) ring binder(s). Tabs should locate the above listed categories.

annualupdatedirections

**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
AND
WEST VIRGINIA DEPARTMENT OF EDUCATION
FACILITY CLASSIFICATION FORM**

COUNTY: _____

DATE: _____

[illegible]

School Classification Categories:

P = Permanent: A school facility that is to be utilized throughout the 10 year planning period without a change in its present use or grade configuration.

T = Transitional: A school facility that is projected to be utilized throughout the 10 year period but will experience a change in its grade configuration or use.

F = Functional: A school facility that is projected for closure between the 5th and 10th year during the 10 year planning period.

C = Closure: A school facility that is projected for closure before the 5th year of the 10 year planning period.

SBA/WVDE 116

**EXECUTIVE SUMMARY
COMPREHENSIVE EDUCATIONAL FACILITIES PLAN**

ANNUAL REPORT YEAR _____ COUNTY _____

1. Number of existing schools currently within the county
(Include vocational, special education, adult education) _____
2. Number of schools that will be closed during the ten year planning period. _____
3. Number of schools that will exist in the county at the close of the ten year
planning period if the CEFPP is completed. _____
4. Total estimated cost remaining to implement the entire CEFPP. \$ _____
5. Total estimated cost of anticipated SBA funded "Needs" and "MIP"
projects in the CEFPP. \$ _____
6. Total cost for all other projects within the CEFPP to be funded from
county or other sources excluding SBA funds. \$ _____
7. Has regionalization of school facilities been considered within the CEFPP? Yes _____
If so, please give a brief description. No _____

8. *Approximate annual cost savings as a result of school closures \$ _____
anticipated in the CEFPP? Annual Cost Savings

\$ _____
Avoided Costs

Include approximate savings such as: annual utilities, annual
maintenance & reduced staff; also, subtract any related costs
associated with additional transportation, one time cost
for moving of student and staff from a closed facility, etc.
9. Has educational innovation been addressed with the ten year CEFPP? Yes _____
If so, please give a brief description. No _____

*Please indicate annual cost savings per county as indicated. Also, please indicate any cost avoided per county such as anticipated expenditures on schools scheduled to be closed for major renovations that may be required should the facility remain open.

Date

County Superintendent

**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
PROJECT EXECUTIVE SUMMARY
MAJOR IMPROVEMENT PLAN**

PROJECT _____

COUNTY _____ **COUNTY PRIORITY** _____

PROJECT COST _____ **DATE** _____ **SBA FUNDING CYCLE** _____

PROJECT DESCRIPTION:

FUNDING SOURCE:

TO IMPLEMENT TOTAL MIP

SBA \$ _____ TYPE _____
LOCAL _____ TYPE _____
OTHER _____
TOTAL _____

FUNDING FOR THIS PROJECT

SBA \$ _____ TYPE _____
LOCAL _____ TYPE _____
OTHER _____
TOTAL _____

BONDING CAPACITY\$ _____ AVAILABLE BONDING CAPACITY\$ _____
EXCESS LEVY CAPACITY\$ _____ AVAILABLE LEVY CAPACITY \$ _____

COUNTYWIDE BUDGET INFORMATION

- Are Excess Levy Funds Dedicated Annually to Maintenance? Yes _____ No _____
Amount \$ _____
- Are Excess Levy Funds Dedicated Annually to Building Improvements? Yes _____
No _____ Amount \$ _____
- Percent of Total Building Improvement or Maintenance Budget supported by Levy
_____%. (Based on data provided above)
- Percent of Total County Budget dedicated to Facility Maintenance _____%
- Maintenance Budget this Year \$ _____
- Maintenance Expenditures Last Year Total \$ _____
\$/Square foot _____
- Average Maintenance Budget for lowest three of the past five years. \$ _____

COMPLIANCE WITH SBA REQUIREMENTS PROPOSED NEW PROJECT

Briefly describe how this project affects the following:

- **HEALTH AND SAFETY**
- **ECONOMIES OF SCALE**

Number of students enrolled in the affected facilities _____

Economies of scale will _____ will not _____ be achieved or will not be altered _____ as a result of the completion of this project.

ANNUAL SAVINGS \$ _____ COST AVOIDANCE \$ _____
(Achieved on this project) (Achieved on this project)

IF IMPLEMENTED WHAT IS THE AFFECT OF THIS PROJECT ON PERSONNEL.

- TEACHER PRESENT NO. _____ PROJECTED NO. _____ DIFFERENCE _____
- SERVICE PERSONNEL _____
- ADMINISTRATORS _____

- **MULTICOUNTY PROJECT**
- **EDUCATIONAL INNOVATIONS AND IMPROVEMENTS**

- **ADEQUATE SPACE FOR PROJECTED STUDENT ENROLLMENT**
- **TRAVEL TIME**
- **EFFECTIVE AND EFFICIENT USE OF PROPOSED FUNDING**
- **PROVIDING OR IMPROVING A PREVENTIVE MAINTENANCE PLAN**
- **FURTHERANCE OF THE OVERALL GOALS OF THE SBA AND THE COUNTY/AGENCY MAJOR IMPROVEMENT PLAN**

INSTRUCTIONS FOR SBA FORM 132

1. One form should be completed for each high school attendance area proposed to be operational in the school year 1999-2000.
2. All facilities that were in operation during the 1990-91 school year must be shown with a dashed box. 1990-91 second month enrollments for these facilities must be shown in the brackets. Only facilities that will be in operation during the 2000 school year must be in solid boxes. Year 1999-2000 projected enrollments must be within parenthesis.
3. If the facility is to be built after 1990-91, list "NEW" in the brackets. If the facility is to be redesignated from its current usage, list "REDSG" in the brackets.
4. **CLOSURES** - list schools that are scheduled for closure before school year 1999-2000, and will not be used by the county board of education for other purposes.

FACILITY REDESIGNATION - list schools that are scheduled to change their current usage before the school year 1999-2000. Designate what type of facility it will become.

ELEMENTARY - list only those schools that will still be operational in the year 1999-2000.

JHS/MIDDLE - list only those schools that will still be operational in the year 1999-2000.

HIGH SCHOOL - list only the high school for this attendance area for the school year 1999-2000.

FEEDER SCHOOL SUMMARY REPORT

YOUR COUNTY - UNSER HIGH SCHOOL ATTENDANCE AREA

Unser High School

Becomes 9-12 facility; Sept., 1997

Goodyear Middle School

Feeder to Unser High School

Opens as 6-8 Middle School; Sept., 1997

Crawford Junior High School

Currently feeds Unser High School

Closes June, 1997

9th Graders transfer to Unser HS; Sept., 1997

7th and 8th Graders transfer to Goodyear MS; Sept., 1997

Brayton Elementary

Currently feeds Crawford JHS

Changes to K-5 facility; Sept., 1997

6th Graders transfer to Goodyear MS; Sept., 1997

St. James Elementary

Currently feeds Crawford JHS

To become feeder to Goodyear MS; Sept., 1997

6th Graders transfer to Goodyear MS; Sept., 1997

Pruett Elementary

Currently feeds Crawford JHS

To become feeder to Goodyear MS; Sept., 1997

6th Graders transfer to Goodyear MS; Sept., 1997

Cheever Elementary

Currently Feeds Crawford JHS

Students transferred to St. James Elementary; Sept., 1997

Becomes Bus Garage; Sept., 1997

Tracy Elementary

Currently feeds Crawford JHS

Students transferred to Brayton EL; Sept., 1997

Fox Elementary

Currently feeds Crawford JHS

120 students transferred to St. James EL; Sept., 1997

30 students transferred to Brayton EL; Sept., 1997

Andretti Middle School

Scheduled to become 6-8 Middle School; Sept., 1997

Feeder to Unser High School

9th Graders transfer to Unser HS; Sept., 1997

Mears Junior High School

Currently feeds Unser High School

Scheduled to become EL Center; Sept., 1997

9th Graders transfer to Unser HS; Sept., 1997

7th and 8th Graders transfer to Andretti MS; Sept., 1997

Mears Elementary Center

Feeder to Goodyear MS

Gache Elementary

Currently feeds Mears JHS

6th Graders to be transferred to Andretti MS; Sept., 1997

Students to be transferred to new Mears EL Center; 9/97

Dobson Elementary

Currently feeds Mears JHS

6th Graders to be transferred to Andretti MS; Sept., 1997

Students to be transferred to new Mears EL Center; 9/97

Sullivan Elementary

Currently feeds Mears JHS

6th Graders transferred to Andretti MS; Sept., 1997

Students to be transferred to new Mears EL Center; 9/97

Foyt Elementary

Currently feeds Mears JHS

To become feeder to Andretti MS; Sept., 1997

6th Graders transfer to Andretti MS; Sept., 1997

UNDERLINED schools are operational facilities in 1999 - 2000

SBA 132

feederschoolreport

COUNTY _____

HIGH SCHOOL ATTENDANCE AREA

High School

JHS/Middle

Elementary

Facility
Redesignation

Closures

[] ()
[]
[]

[] ()
[]
[]

[] ()
[]
[]

[]
[]
[]

[] ()
[]
[]

[] ()
[]
[]

[]
[]
[]

[] ()
[]
[]

[] ()
[]
[]

[]
[]
[]

[] ()
[]
[]

[] ()
[]
[]

[]
[]
[]

[] ()
[]
[]

[] ()
[]
[]

[]
[]
[]

-----	1999 - 2000	Facility
[]	1999 - 2000	Enrollment
---	2000 - 2010	Facility
()	2009 - 2010	Project Enrollment

[]
[]
[]

[]
[]
[]

[]
[]
[]

[]
[]
[]

[]
[]
[]

[]
[]
[]

[]
[]
[]

[]
[]
[]

Your County - Unser High School Attendance Area

High School	JHS / Middle	Elementary	Facility Redesignation	Closures
[1,260] (1,594)	[New] (758)	[228] (212) Brayton EL K-6 K-5	[54] Cheever EL K-6 Becomes Bus Garage Changes Sept, 1992	[657] Crawford JHS 7-9 Closes June, 1997
Unser HS 10-12 9-12	[] () Goodyear MS 6-8	[245] (222) St. James EL K-6 K-5	[] Changes	[193] Tracy EL K-6 Closes June, 1997
	[] ()	[265] (202) Pruett EL K-6 K-5	[587] Mears JHS 7-9 Becomes K-5 EL Changes Sept, 1997	[156] Fox EL K-6 Closes June, 1997
	[] ()	[Redsg] (548) Mears EL K-5	[] Changes	[] Closes
	[954] (1,051) Andretti JHS 7-9 MS 6-8	[297] (339) Foyt EL K-6 K-5	[] Changes	[85] Gache EL K-6 Closes June, 1997
----- 1990 - 1991 Facility [] 1990 - 1991 Enrollment ----- 1999 - 2000 Facility () 1999 - 2000 Projected Enrollment				[102] Dobson EL K-6 Closes June, 1997
				[68] Sullivan EL K-6 Closes June, 1997
				[] Closes

COUNTY _____ **DATE** _____

[illegible]

-191-

MAJOR IMPROVEMENT PROGRAM - ANNUAL UPDATE (COMPLETED OR ON-GOING PROJECTS)

COUNTY _____ DATE _____

Listed below are capital improvement project completed on schools since January 1 of the previous calendar year. These projects are currently in my Major Improvement Plan or are being amended into the plan with this action.

SCHOOL	PROJECT	COST	PROJECT CURRENTLY PLAN? Y OR N	PROJECT STATUS N/C/CO*
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*N - New C - Completed CO- Continuous

mipaupd
SBA 145a

**School Building Authority of West Virginia
Maintenance and Custodial Care Site Visit Report**

School _____ County _____
SBA Representative: _____ SDE Evaluation Date: _____
Inspection Reviewed with: _____ Title: _____ SBA Site Visit Date: _____

A. Problems cited by the WV Department of Education:

1. _____

2. _____

3. _____

B. Corrections Made Since the DOE Site Visit:

1. _____

2. _____

3. _____

C. Problems cited during the SBA visit:

1. _____

2. _____

D. Conclusions of the SBA Evaluation Visit

- ☐ 1. The County has sufficiently addressed the problems and no additional improvements are required at this time.
- ☐ 2. The Plan of Action shown on this form has been jointly developed by the SBA representative and the County Superintendent or his/her designee to correct the deficiencies indicated at this facility.

Signature of this form indicates that: (1) The LEA is in agreement that the needed improvements have been made and no further action is necessary or, (2) The county is committed to implementing the jointly developed action plan to adequately provide the maintenance and custodial care of this school funded or partially funded with state funds from the School Building Authority and (3) The LEA understands that improvements must occur within one year of the SBA site visit date above unless extended by the SBA. Failure to comply will result in a recommendation to the State Board of Education and the WV State Legislature to protect the investment of the State of West Virginia by withholding funds from the county's state appropriation be used to contract for such services or improvements.

_____/_____/_____
SBA Representative Date

_____/_____/_____
Superintendent of Schools Date

_____/_____/_____
Board of Education President Date

School Building Authority of West Virginia School Facility Improvement Plan

E. Plan of Action

Problem	Action to Be Implemented/Completion Date	SBA F/U Date
1.		
2.		
3.		
4.		
5.		

- The SBA Representative has reviewed:**
- ☐ 1. The previous year's county maintenance records for this facility .
 - ☐ 2. The previous year's Requests for Maintenance made by the School Administration.
 - ☐ 3. Any additions, modifications or repairs made to the facility.
 - ☐ 4. Custodial or Related Staff Performance Policies.
 - ☐ 5. The number of custodial and maintenance staff available to work at this facility.
Custodial - FT___ PT___ FTE___ Maintenance - FT___ PT___ FTE___
FT - Full Time PT - Part Time FTE - Full Time Equivilant

Notes: _____

PLANNING GRANTS

The SBA may make available funds to assist each county in contracting for the services of a professional planner to develop the CEFP that is to be completed and approved before September of the new planning year. These funds shall not exceed 50% of the actual contract amount but shall not exceed \$20,000 per county. The CEFP shall be developed in accordance with State Board Policy 6200 and the attached SBA procedural flow chart.

In order to receive these funds, the county must utilize the following procedures:

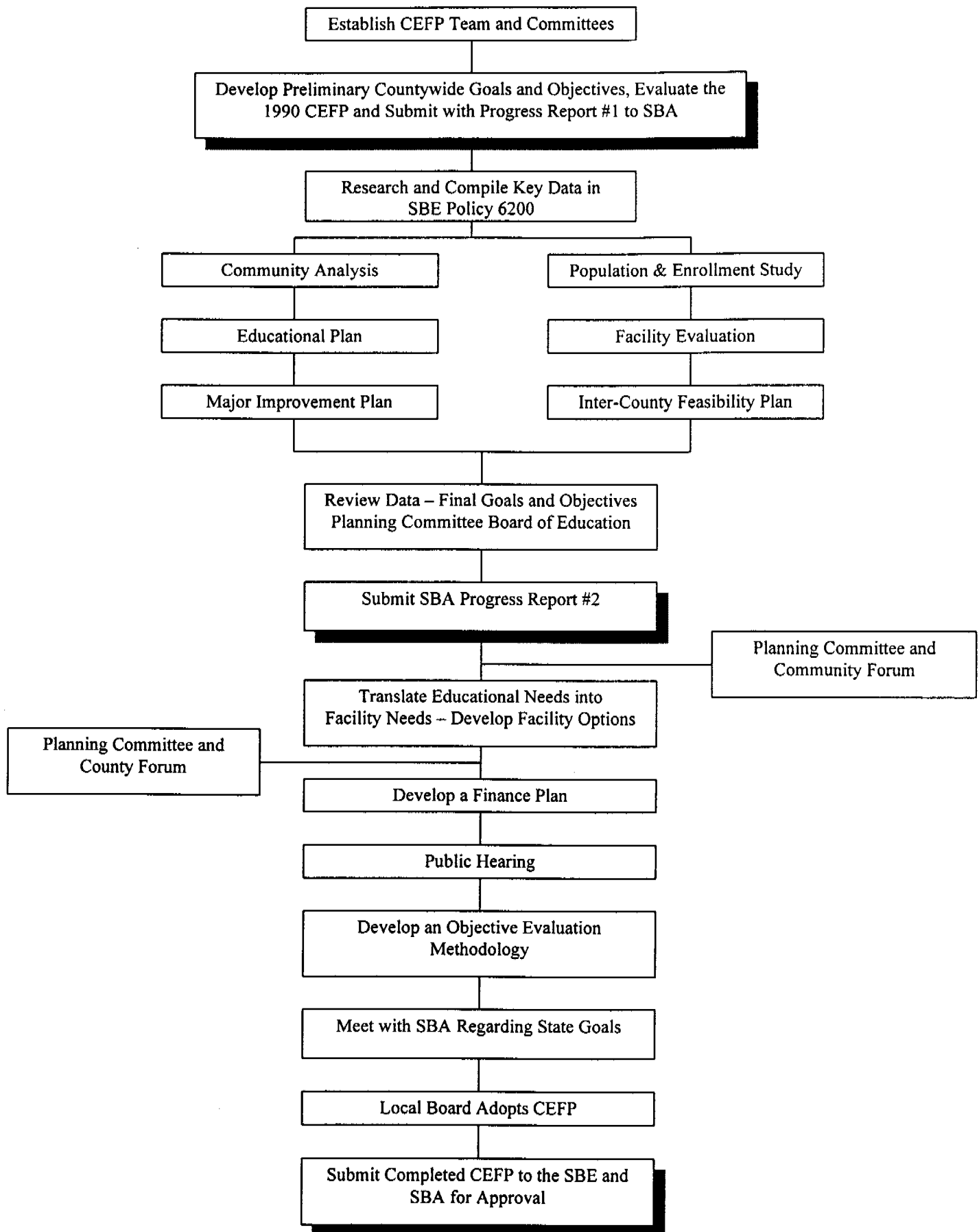
1. Appropriate application shall be made to the SBA for the funds in advance of advertising for consulting firms to assist with the development of the CEFP.
2. The county will utilize an SBA approved Request for Proposal (RFP) for selection of Professional Services and select a team in accordance with the procedures defined in WV Code 5G-1-3. The team shall consist of qualified educational planners (REFP) as well as a qualified architectural firm.

The RFP shall define the scope of work to be performed in the development of the CEFP. The SBA will monitor the progress of the plan development at various stages and upon request the county will adjust the process to comply with SBA requirements.

3. A list of all firms responding to the RFP will be submitted to the SBA for review and approval of each firm's qualifications.
4. Upon completion of the selection process and successful negotiations with the highest qualified professional firm, a copy of the contractual agreement shall be provided to and approved by the SBA. Any changes in the scope of the work or change order to the contracted amount must be approved by the SBA to attain state reimbursement for the expenditure.
5. Upon completion of Progress #2, the county may submit a request for payment to the SBA for review and consideration. If all expenses are deemed appropriate, a payment shall be made to the county equivalent to 50% of the total planning grant contracted fee or an amount not to exceed \$20,000. The SBA will remit the remainder of the planning grant in an amount not to exceed \$20,000 upon completion of the CEFP and its approval by the SBE and the SBA.

plangrant

COMPREHENSIVE EDUCATIONAL FACILITIES PLAN DEVELOPMENT



* Shadow boxes indicate that submissions or approvals are required at that step.

COMPREHENSIVE EDUCATIONAL FACILITIES PLAN PROGRESS REPORT #1

Please complete the following questions. *Additional sheets may be needed.*

1. Briefly describe the sub-committees of the planning committee appointed to develop the CEFP and describe their responsibilities.

2. List the chairperson and members, both professional and citizen of the planning committee and each sub-committee. Please include addresses and phone numbers.

3. Indicate preliminary goals and objectives developed by the committees and presented to the county board of education for review. *(See State Board Policy 6200, Chapter 1, Section 100.01)*

Superintendent

Submitted by

Revised 4/22/98

COMPREHENSIVE EDUCATIONAL FACILITIES PLAN PROGRESS REPORT #2

This progress report is a verification that the planning team and committee has completed the data collection portion of the CEFPP. It is to be submitted to the State Department of Education and the SBA as soon as this portion of the plan is complete but no later than June 1, 1999. Listed below are the key elements for which data has been compiled.

	Date Completed
A. Final Goals and Objectives - Adopted by the Board of Education	_____
B. Community Analysis	_____
C. Population and Enrollment Study	_____
D. Educational Plan	_____
E. Evaluation and Inventory	_____
F. Major Improvement Plan	_____
G. Inter-County Facility Feasibility Study	_____

What is your projected completion date for the plan? _____

Superintendent

Submitted by

Revised 4/22/98

EVALUATION INSTRUMENT

PREVIOUS TEN YEAR COMPREHENSIVE EDUCATIONAL FACILITY

From _____
To _____

West Virginia Code 18-9D-16(g) and State Board Policy 6200, Article 100.19 requires all county board of education to submit an objective evaluation of the ten year Comprehensive Educational Facilities Plan (CEFP). This evaluation shall be completed by the CEFP committee established by the local board to plan the 2000 ten-year plan consisting of community members and professional staff from each high school attendance area. The committee will familiarize themselves with the state board requirements of the plan and the current county CEFP prior to completing this evaluation form. All amendments to the plan since 1990 will be objectively evaluated for its effectiveness and completeness of projects within that plan. The following should be used to effectuate this evaluation of the 1990 ten-year plan and also be used as a means to improve future plans. Goals to be evaluated include WV Code 18-9D-16(g):

- | | |
|---|------------------------------------|
| 1. Student Health and Safety | 5. Curricular Improvements |
| 2. Economies of Scale | 6. Educational Innovations |
| 3. Demographic Circumstances and Travel | 7. Adequacy of Space for Projected |
| 4. Multi-County Projects | Enrollments |

(1 - Poor Rating; 3 - Adequately met the need or requirement; 5 - Excellent Rating)

1. Did the CEFP contain all data required in State Board Policy 6200?
1 2 3 4 5
2. Was the data sufficient to allow prudent long-range planning decisions to be made regarding the educational direction and facility needs necessary to accomplish the desired goals of the ten-year plan?
1 2 3 4 5
3. Was the original plan significantly amended during the ten-year cycle?
Yes _____ No _____
If the original plan was altered:
(a) Did alterations in the plan generally prove to be positive changes?
1 2 3 4 5
(b) Did the amended plan effectively improve the county's ability to deliver the curriculum?
1 2 3 4 5
(c) Were the amendments generally politically initiated rather than educationally motivated?
Yes _____ No _____
4. Were local and SBA funds used effectively for individual school projects that further the overall goals of the county plan and the goals of the SBA as defined in 18-9D-16(d)?
1 2 3 4 5
5. To what degree has/will the projects identified in the ten year plan be effectively completed during this planning period?
25% 50% 70% 80% 85% 90% 95% 100%

Report Date_

Projects Completed From 1990 to Report Date

County_

[illegible]

* 1. Did not achieve the objectives of the SBA - 3. Adequately met the SBA objectives or requirements - 5. Exceeded the expectations of the SBA objectives

TRANSLATING EDUCATIONAL NEEDS INTO FACILITY NEEDS

Review and Recommendations

School Name & Address				Phone	Date
School Number	Grades Served	Building Program Capacity	Program % Utilization	Date of Original Construction	Additions

Ten Year Enrollment Projections

Past Enrollments:		Future Enrollments:	
1991 Enrollment _____	1996 Enrollment _____	2001 Enrollment _____	2006 Enrollment _____
1992 Enrollment _____	1997 Enrollment _____	2002 Enrollment _____	2007 Enrollment _____
1993 Enrollment _____	1998 Enrollment _____	2003 Enrollment _____	2008 Enrollment _____
1994 Enrollment _____	1999 Enrollment _____	2004 Enrollment _____	2009 Enrollment _____
1995 Enrollment _____	2000 Enrollment _____	2005 Enrollment _____	2010 Enrollment _____

Existing Facility Data

Describe Existing Facility:

**Describe Existing
Facility Site:**

Recommendations:

BUILDING IMPROVEMENT COST SUMMARY

SCHOOL: _____

Description	Priority	Anticipated Completion Date	Total Cost	Anticipated Funding Source
Site Improvements:				
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
New Construction:				
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
Renovations/Additions (List each separate):				
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
Technology:				
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
Others (Describe):				
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
Contingency @ ____% addition/renovation			\$ _____	_____
A & E Fees at ____% on \$ _____			\$ _____	_____
Project Management at ____% on \$ _____			\$ _____	_____
Survey, geotechnical, contingency and other			\$ _____	_____
Total Improvement Cost			\$ _____	

SUMMARY OF FUNDING SOURCES:

Local	\$ _____	_____
Local Bond	\$ _____	_____
Local Levy	\$ _____	_____
SBA Needs	\$ _____	_____
SBA MIP	\$ _____	_____
Other (Describe) _____	\$ _____	_____

SBA 147 (Revised 9/98)

bldgimpcostsum

HIGH SCHOOL ATTENDANCE AREA FACILITIES SUMMARY

PROPOSED BUILDING USE AND CAPITAL IMPROVEMENTS

[illegible]

ABANDONED SCHOOLS REPORT

(List only abandoned schools still in the ownership of the county board of education)

School	Location	Approximate Sq. Footage	Dates of Construction	Condition of Building (Excellent, Fair or Poor)

County: _____ **School:** _____ **Current Enrollment:** _____

-206-

SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA TECHNOLOGY INFRASTRUCTURE REVIEW AND EVALUATION

TECHNOLOGY INFRASTRUCTURE STANDARD	MET	NOT MET	RATIONAL FOR IMPROVEMENT	COST TO MEET STANDARD
GENERAL NETWORKING/COMMUNICATIONS				
1. Cabling complies with all applicable IEEE, EIA/TIA Standards				\$ _____
2. Cabling complies with applicable state and local fire and building codes				\$ _____
3. Cabling documents on hand includes schematics, cable lengths, equipment locations & certifications				\$ _____
4. Cable trays, wire guides & supports provided and properly installed				\$ _____
5. Cabling enclosed & protected where accessible				\$ _____
6. Cabling is uniform and clearly labeled at distribution frames, electronics and workstations				\$ _____
7. Adequate electrical circuits with isolated ground provided for all electronic equipment				\$ _____
8. All exterior, non-fiber cable includes shielding & lightning arresters at building penetrations				\$ _____
Subtotal - Networking/Communications Infrastructure				\$ _____
DISTANCE LEARNING				
9. Is distance learning utilized in this facility? ☐ Yes → ☐ No	If yes, describe the equipment & distribution method utilized.			If Needed, Cost To Upgrade \$ _____ Provide details separate sheets
10. If Yes, via: ☐ Satellite Downlink ☐ One way video; Two way audio ☐ Two way interactive ☐ Cable (TV) ☐ Internet ☐ Land-line (Telephone) Network				
11. If No, but needed:	Describe instructional need & itemize total costs for equipment & installation on separate sheets - provide total costs for supporting capital improvements below. (Do not include electronic equipment costs here)			\$ _____
Subtotal - Distance Learning Infrastructure				\$ _____
OTHER TECHNOLOGIES				
12. Describe each & itemize all associated equipment and installation costs on separate sheets				
Subtotal - Other Technologies Infrastructure - Capital Improvements (Do not include electronic equipment costs here)				\$ _____

GRAND TOTAL ALL TECHNOLOGY INFRASTRUCTURE

\$ _____

INDEX

-A-

A/E Services, Agreement, SBA	166
A/E Services, Procurement of	14, 76, 79, 88
Abandoned Schools Report	205
Accounting, SBA Funds	10
Administration of Projects	14
Allowable Construction Costs	13
Amendment, Application for CEF	4, 19, 59
Annual Update Amendment	4, 181
Application for Payment, Processing	125
Application for Project Approval, P-1 Form	19, 87
Approval of Construction Designs	1, 15
Architect Evaluation Form	85, 113
Architect/Engineering Selection	15, 79
Area Building Sizes in Gross	12
Asbestos Abatement Requirement	130
Award of Contract	128, 142
ASHRAE Standards	17, 126, 127

-B-

Bid Awards	
Bid Openings	
Bidding Documents	17
Bidding Documents, Required Language	132
Bids, Rejection of	127
Bids, Withdrawal of	127
BOCA	17, 126, 127
Bonds, Bid	122
Bond Retirements	10
BP-13A, Certificate of Project Completion	86, 117
Budget Amendment, CEF	5, 19, 59
Budget Coding	11
Building Gross Areas	12
Building Program Utilization Worksheet	103, 206
Building Improvement Cost Summary	203
Building Use and Capital Improvements	204
Building Evaluation and Inventory Instruments	
Elementary	31
Middle/Junior High	39
High	47

-C-

Certificate of Project Completion	19, 86, 117
Certified Payroll	125
Classification, Facility Form	3, 21, 182
Clerk-of-the-Works	84, 95
Clerk-of-the-Works Observation Report	105
Comprehensive Educational Facilities Plan, Plan Development	196
Comprehensive Educational Facilities Plan, SBA Components	2
Comprehensive Educational Facilities Plan, Amendment	4
Comprehensive Educational Facilities Plan, Evaluation of	4
Comprehensive Educational Facilities Plan, Forms	22, 55, 195 to 207
Construction Analyst	91
Costs, Allowable - New Construction	13
Costs, Allowable - Renovations	14
Costs, Not Allowed	13
Construction Contract Award	128, 142
Construction Managers, Services	93
Construction Fund - Executive Summary	64
Construction Observation Report	19, 86, 115
Construction Costs, Allowable	13
Construction Project Submission	82
Construction Reports	19
Construction Review by SBA	15
Construction, Bid Reporting	84
Construction Fund, Executive Summary "Needs Project"	64
Construction, Project Close-Out	19
Construction, Project Development	81, 106
Construction Standards	17, 126
Contract, Construction	
Award	128, 142
Completion, Multiple Primes	118
Documents, Forms	120
Contract, Grant	74
Default of	77
Contractor Evaluation of Performance	85, 112
Contractor Insurance	123
Contractor Licensing	121
Contractor Project Closeout	130
Contractor Qualification Statement	19, 128, 136
Contractor Registration, Certificate & Tax Releases	121
Contracts, SBA Grant	17, 74
Custodial Care, Evaluation of	16, 193
Construction Related Reports	18

-C- (contd.)

Construction, Review of by SBA	15
Contractor, Selection of Lowest Qualified	18, 142
Custodial Care and Training	16, 77, 193

-D-

Design Capacity of Buildings	13, 103
Design Fees	80
Design Standards, New Construction	17
Disqualification of Contractors	81

-E-

Economies of Scale	2, 56
Economies of Scale, Provisions for Waiver	57
Economies of Scale, Waiver Request	58
Educational Specifications	97
Eligibility for SBA Funds	5
Emergency Funds	6, 8, 164
Engineering/Architect Selection	15, 79
Equipment and Material Suppliers, Submittal of	133
Evaluation Instruments	
Architect and Engineers	113
Contractors	112
School Facilities	22 to 55
Elementary	31
Middle/Junior High	39
High	47
Ten Year CEFP	199
Maintenance & Custodial Care	193
Executive Summary	
Needs Projects	64
Major Improvement Projects	158, 184
CEFP - Annual Update	183

-F-

Facility Classification Form	21, 182
Facility Evaluation Form	22, 55
Facility Improvement Plan/New SBA Schools	194
Federal Funds, Use of	5

-F- (contd.)

Feeder School Summary Report	188
Financial Reports	18
Financial Reports, Semi-Annual	146
Financial Statement, Contractor	128
Flow Chart, Project Development	94
Funding, SBA Projects	5
Funds, Awarding of	7
Funds, Distribution of	5
Funds, Matching	5
Funds, Eligibility for	5
Funds, Use of SBA	5, 11
Forms, SBA	
Facility Classification Form - SBA 116	21, 182
Facility Evaluation Form - SBA 134	22
Economy of Scale Waiver Request - SBA 131	58
Application for Amendment - SBA 106	59
Requisition Form - Exhibit B - SBA 104A	61
Exhibit A-1	62
Exhibit C	63
Needs - Executive Summary SBA 120	64
Application for Project Approval P-1	87
Building Program Utilization Worksheet - SBA 156	103, 206
Contractor Evaluation Form - SBA 124	112
Architect/Engineer Evaluation Form - SBA 138	113
Construction Observation Report - SBA 113	115
Certificate of Project Completion BP-13-A	117
Certificate of Contract Completion for Multiple Prime Project - SBA 139	118
SBA Occupancy Report - SBA 146	119
List of Proposed Subcontractors, Equipment/Material Suppliers - SBA 123	135
Contractor's Qualification Statement - SBA 105	136
Semi-Annual Financial Report - SBA 103B	146
Executive Summary - Major Improvement Project	158, 184
Major Improvement Plan - Annual Update - SBA 145a&b	161, 162, 191, 192
Comprehensive Educational Facilities Plan - Executive Summary	183
Feeder School Summary Report - SBA 132	188
High School Attendance Area	189
Maintenance & Custodial Care Site Visit Report - SBA 143	193
School Facility Improvement Plan	194

-F- (contd.)

Comprehensive Educational Facilities Plan - Progress Report #1	197
Comprehensive Educational Facilities Plan - Progress Report #2	198
Evaluation Instrument (Ten Year) - SBA 149	199
Translating Educational Needs into Facility Needs - SBA 147	202
Building Improvement Cost Summary - SBA 147	203
Proposed Building Use and Capital Improvements - SBA 148	204
Abandoned Schools Report - SBA 152	205
Technology Infrastructure Review and Evaluation - SBA 158	207

-G-

Geotechnical Survey	15
Goals and Objectives of the SBA	1
Grant Agreements/Contracts	17

-H-

High School Attendance Area Report	189
HVAC Design Standards	17, 126, 127

-I-

Inspection of New Schools - Post Occupancy	16, 193
Insurance, Contractor	123
Inter-County Feasibility Studies	3

-J-

Job Signs	129, 143
Job Plaques	129, 145

-K-

-L-

Licensing, Contractor	121
Liquidated Damages	126

-M-

Maintenance & Custodial Care, Evaluation of	16, 193
Maintenance & Custodial Care, Training of	16
Major Improvement Funds	7, 9
Major Improvement Plan - Annual Update	161
Major Improvement Project Submittal - Executive Summary	158
Major Improvement Plan, Component of	149
Material and Equipment Suppliers, Submittal of	133
Maximum Class Sizes	104
Mission Statement	1
Multiple Prime Projects, Close Out	118

-N-

Needs Grant Funds	6, 9
Needs Project Executive Summary	64
Needs Projects, Review Procedures	66
NFPA	17, 126, 127

-O-

Observation Reports, Construction	129
Occupancy of New Facilities	15
Occupancy Report, SBA	119

-P-

P-1, Application for Project Approval	19, 79, 87
Pay Application, Review	15
Pay Application, Submittal	11, 125
Payroll, Certified	134
Performance Bond	122
Permits	125
Planning Grants	8, 195
Plan Review Team Procedures for Needs Projects	66, 69
Processing Payment Applications	125
Procurement, A/E Services	14, 76, 79, 8
Program Utilization	91, 103
Progress Report #1, CEFP	197
Progress Report #2, CEFP	198
Project Administration	14
Project Close-Out, Contractor	118, 130
Project Completion, Certificate of BP-13-A	19, 86, 117
Project Development Flow Chart	106

-P- (contd.)

Project Observation, SBA	129
Project Review & Evaluation - Needs Projects	66
Public Hearings Required	3

-Q-

Quality, Standards of and Codes	17, 126
---------------------------------	---------

-R-

Real Estate, Acquisition of	83
Reimbursement Procedures for SBA Projects	11
Rejection of Bids	127
Renovations, Allowable Costs	14
Reports, Construction Related	19
Reports, Financial Related	18
Requisition Form - SBA 104A	61
retainage	126

-S-

SBE Policy 6200	Appendix A
SBA A/E Services Agreement	166
Selection of Contractors	128, 142
Semi-Annual Financial Reports	146
Signs, Job Site	129
Specifications, Semi-Proprietary	125
Square Footage Allocations, Maximums	12
Subcontractor, Equipment and Material Suppliers Submittal of	127, 132, 135
Synopsis of Public Comment, Hearings	3

-T-

Ten Year CEFEP Evaluation Form SBA/WVSDE 149	199
Training, Custodial and Maintenance Staffs	16
Three Percent Statewide Grants	6, 7
Technology Plan	99, 207
Translating Educational Needs into Facility Needs SBA 147	202

-U-

Utilization of Funds	10
----------------------	----

-V-

Ventilation Requirements for New Construction	17, 126
---	---------

-W-

Wage Rates	125
Waiver Request, Economies of Scale	58
Waiver, Provision for Economies of Scale	57
Withdrawal of Bids	127

-X-Y-Z-