

**WEST VIRGINIA  
SECRETARY OF STATE  
BETTY IRELAND  
ADMINISTRATIVE LAW DIVISION**

Form #3

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OFFICE OF THE SECRETARY OF STATE

**NOTICE OF AGENCY APPROVAL OF A PROPOSED RULE  
AND  
FILING WITH THE LEGISLATIVE RULE-MAKING REVIEW COMMITTEE**

AGENCY: School Building Authority of WV TITLE NUMBER: 164

CITE AUTHORITY: §18-9D-20

AMENDMENT TO AN EXISTING RULE: YES  NO

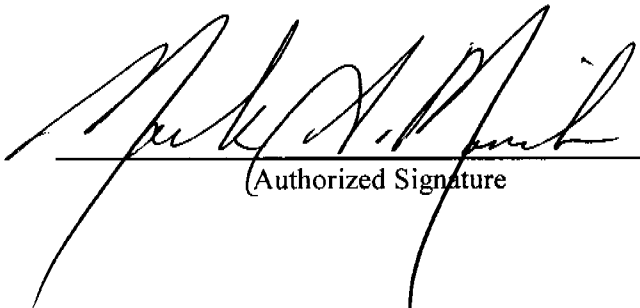
IF YES, SERIES NUMBER OF RULE BEING AMENDED: \_\_\_\_\_

TITLE OF RULE BEING AMENDED: \_\_\_\_\_

IF NO, SERIES NUMBER OF RULE BEING PROPOSED: 6

TITLE OF RULE BEING PROPOSED: School Building Authority Reporting Procedures

THE ABOVE PROPOSED LEGISLATIVE RULE HAVING GONE TO A PUBLIC HEARING OR A PUBLIC COMMENT PERIOD IS HEREBY APPROVED BY THE PROMULGATING AGENCY FOR FILING WITH THE SECRETARY OF STATE AND THE LEGISLATIVE RULE-MAKING REVIEW COMMITTEE FOR THEIR REVIEW.

  
\_\_\_\_\_  
(Authorized Signature)

**Brief Summary of the rule entitled  
School Building Authority Reporting Procedures**

This rule provides instruction regarding reporting procedures for county boards, architects/engineers and construction contractors.

**TITLE 164  
LEGISLATIVE RULE  
SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA**

**SERIES 6  
SCHOOL BUILDING AUTHORITY REPORTING PROCEDURES**

**§164-6-1      General**

- 1.1.    Scope – This legislative rule establishes the guidelines and procedures related to requirements for School Building Authority reporting procedures.
- 1.2.    Authority - §18-9D-20.
- 1.3.    Filing Date – July 24, 2007
- 1.4.    Effective Date –

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**§164-6-2      Incorporation by Reference**

- 2.1.    A copy of Appendix H and I from the School Building Authority Policies and Procedures Manual is attached and incorporated by reference into this policy. Copies may be obtained in the Office of the Secretary of State and in the office of the School Building Authority of WV.

**§164-6-3      School Building Authority Reporting Procedures**

3.1    Financial, Planning and Construction Reports

3.1.A    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 H)

3.1.B    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.

### 3.1.C WVDE P-1 - Application for Project Approval (Rev. 2/28/92)

This report is to be submitted twice by the county, initially with the schematic documents 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 and educational program; (2) schematic documents; (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 or when appropriate, SBA 139 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.

### 3.1.D 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 form to designate completion of each contractor's 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.

### 3.1.E 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.

1. Contractor Evaluation Report (SBA 124)
2. Architect/Engineering Evaluation Report (SBA 125)

3.1.F The grant recipient shall provide the School Building Authority a copy of the final certified testing, adjusting, and balancing (TAB) report for new HVAC systems installed in schools. The report must be prepared by an independent agent, directly representing the building owner and qualified to perform testing, adjusting and balancing of HVAC systems in accordance with the requirement of WV Code 18-9(e)-3 and those requirements found in SBA Appendix I – Architectural and Construction Regulations. The

report will include the findings of the TAB contractor's evaluation of the new HVAC system and final HVAC performance data. The TAB contractor will perform the duties as described in the project construction documents in cooperation with the design engineer and building contractors. (Appendix I)

## Appendix H

### 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 \_\_\_\_\_, 20\_\_.

#### 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 \_\_\_\_\_, 20\_\_.

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. 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 7. 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 8. 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 9. 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 and specifications for final construction will be subject to evaluation of the plan and the proposed site by the Authority.

Section 10. 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 11. The County Board agrees to include in its contracts relating to projects receiving funds from the Authority items set forth in Appendice J of the School Building Authority Policy and Regulations Manual.

Section 12. Should the desired building design costs exceed the total construction funds available, the county must reduce the scope of the project and/or value engineer the facility to the satisfaction of the Authority prior to proceeding to the next project development phase. Failure to do so may be interpreted by the SBA as a Breach of Contract resulting in negation of the grant agreement between the local board and the SBA.

Section 13. 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 14. 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 B151, Standard Form of Contract between Owner and Architect, latest Edition. 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 J 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 15. No educational facility shall be occupied without prior approval from the Authority and the appropriate state and county regulatory agencies. Because construction completion dates do not always coincide with educational schedules, the county agrees to complete and submit to the SBA with design development drawings, a viable contingency plan addressing how all affected students and staff will be housed should the new, additional or renovated facility not be available for occupation within the proposed time schedule.

Section 16. Should the possibility exist that the scheduled construction completion date negatively impact the county's ability to occupy the facility for the start of school, the county board agrees to develop and implement a contingency plan. This plan must address how all affected students and staff will be housed should the new or renovated facility be unavailable at the beginning of the school term. Upon request by the SBA, the contingency plan and the schedule for its implementation must be submitted for review and approval along with the design development submission requirements.

Section 17. The county board hereby covenants and agrees to have county maintenance and custodial staff trained on-site by the State Department of Education HVAC technicians on all new HVAC equipment and controls. The county board shall contact the Department of Education Office of School Facilities immediately following the installation of new HVAC equipment for training and for follow-up training six months after the initial training to insure proper maintenance and operation of the new HVAC equipment and controls during heating and cooling seasons in the first year of operation. This training shall be in addition to the contractor training provided at the conclusion of the project. The SBA shall be notified of the initial training schedule. If in the opinion of the SBA, additional training is required in order for all key maintenance and custodial personnel to become efficient in the maintenance and operation of the new HVAC equipment and controls, the county agrees to schedule additional training with the Office of School Facilities.

Section 18. The County Board agrees to keep the project in good repair and working order after completion and execution of this grant and accepts the terms and conditions identified in Exhibit D of this agreement. 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 19. 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 and the School Building Authority 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, and the initiation of any student/teacher services so indicated in the plan.

Section 20. The County Board of Education understands that it must conduct any school closure hearings that may be 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 21. 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. To avoid placing the County at risk, it is recommended that the County withhold final payment on this project until such time.

Section 22. The County Board agrees that funds for payment of all requisitions shall be made available from this grant in the proportion of state to local or other funds dedicated to this project. Initial payments shall be made based on the following schedule based on the estimated percentage of State to local funds shown on Exhibit A-1:

<u>Responsible Party</u>	<u>Percentage of Funds Submitted for Payment</u>
Authority	00.00%
County Board	<u>00.00%</u>
	<u>100.00%</u>

Section 23. 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 24. 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 or at the current prime interest rate for grants made from Pay-As-You-Go funds. Default by the Grantee will constitute termination of the grant thereby causing cancellation of financial 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 25. 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 09/05/07  
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**BUILDING MAINTENANCE AND UPKEEP AGREEMENT  
BETWEEN THE**

**AND  
THE SCHOOL BUILDING AUTHORITY  
OF WEST VIRGINIA  
FOR**

**SCHOOL**

**EXHIBIT D**

West Virginia Code §18-9D-16 requires all county boards of education to implement a plan of regularly scheduled maintenance and preventive maintenance for all facilities within the county. School Building Authority (SBA) "Needs" based and "Major Improvement Plan" funding is contingent upon the implementation of this countywide plan. As a condition of this grant \_\_\_\_\_ County Board of Education (the County Board) must agree to the following in regards to this SBA funded project.

- The County Board will assign sufficient custodial personnel to this facility in order to provide a clean and healthful environment for students and staff.
- Custodial staff members will be provided sufficient training required to perform tasks assigned.
- Building maintenance staff members whose job responsibilities require them to perform maintenance on this facility will have sufficient training to allow them to successfully complete their duties assigned regarding building maintenance. The State Board of Education Office of Facilities (SDEOF) will provide technical training and support for the Heating/Ventilating and Air Conditioning (HVAC) Maintenance Plan.
- Annual funding will be provided from the county budget to support the maintenance and preventive maintenance plan for this facility. The SDEOF technical support staff will be utilized to assist with the creation of the HVAC preventive maintenance plan and its implementation.

Acceptance of SBA funding for this project represents a commitment by the county board of education to perform or cause to be performed the above maintenance and custodial duties for this project. An on-site inspection of this facility will be conducted annually by the SDE in accordance with West Virginia Code §18-9D-16h. Compliant and non-compliant standards will be identified and reported to the county and the SBA. The SBA will conduct follow-up visits and in cooperation with the county board of education initiate a plan of improvement. Failure to implement the maintenance and custodial care plan of improvement required to keep this facility clean and in good repair may cause a redirection of state aid funding by the SDEOF in an amount sufficient to cause this work to be contractually performed until such time as the county board staff has been properly trained to successfully perform the work.

## 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.

### 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, i.e.: 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 licensed 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.
- Additionally, the SBA requires that engineering design professionals performing services on all SBA funded projects meet the following criteria:
  1. The engineer of record must be a registrant 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 engineering firm must be registered to conduct business in the State of West Virginia and hold a certificate of authorization from the West Virginia Board of Professional Engineers.

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 AIA construction documents and agreements. Utilization of a Construction Manager or Construction Analyst may be required by the School Building Authority on a project by project basis.

#### 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. Maximum SBA reimbursement for architectural and engineering fees will be in accordance with the most current SBA fee schedule. The educational agency may agree to pay fees in excess of the maximum SBA amount, however, the additional cost for these fees will be the responsibility of the educational agency. Reimbursable expenses for document printing and distribution for agency approval shall be paid from grant funds as a direct cost plus reasonable and customary overhead and profit.

D. Architectural and Engineering Fees

The SBA fee schedule must be used for all projects when SBA funding is provided. Grant recipients must use Standard AIA agreements and contract document forms or request SBA approval to use alternative agreements. Architectural and Engineering (A&E) fees are established by the SBA and should be considered as the maximum allowable to receive SBA reimbursement. Should the grant recipients choose to exceed the SBA maximum allowable design service fees, the difference in cost will be the responsibility of the grant recipient.

SBA reimbursements of A&E design service fees shall be based on a percentage of the actual construction cost for contracts awarded. Fees associated with alternative designs not awarded will be the responsibility of the grant recipient and paid as additional services by the grant recipient. Fixed fees based on percentages of the construction cost will be calculated using the most current SBA approved fee schedule times the actual construction cost. For purposes of calculating design service fees based on a percentage of the construction cost, construction costs include the value of construction contracts awarded construction and the cost of furniture and equipment where the architect provided professional services associated with the preparation of bidding documents for the furniture and equipment. A&E fees relating to construction change orders shall be calculated at the same percentage established for the project based on the approved construction budget once established under Section H (Fees Relating to Change Orders). Incidental reimbursable expenses for surveys or other pre-approved project expenses may also be paid from project funds. A stipulated sum design service contract may also be used with the approval of the SBA office. Stipulated sum fees would be based on an amount agreed upon by both parties for professional services regardless of the construction cost.

Construction costs do not include costs associated for a construction manager, clerk-of-the-works, construction analyst, licenses, permits, B&O

taxes and change orders caused by A&E errors and omissions or change orders which do not require the services of the A&E firm. Fees associated with construction change orders will be reviewed by the SBA and the owner and additional professional service fees will be paid based on services required to effectuate the construction change.

E. Fee Modifications

Consideration will be given to modifying the SBA fee structure if a particular project is considerably more complex or if the project requires substantially more special consultants to complete. Fee modifications will be negotiated during the A & E procurement process and approved by the SBA before design service contracts are executed.

F. Multiple Prime Contracting Fees

The Basic Service Fee schedule may be adjusted for multiple prime construction contracts at the discretion of the SBA. Compensation for additional services for multiple prime construction contract administration shall be negotiated based on the number and complexity of the contracts. The maximum SBA reimbursement for compensation for administration of multiple prime contracts shall not exceed the SBA A&E fee schedule amounts without approval of the SBA.

G. Prototypical School Design Fees

The West Virginia Legislature encourages the use of prototypical designs where possible in West Virginia public schools. Where SBA funding is provided, county boards of education shall consider prototypical school designs. Design service fees will be adjusted when prototypical designs are used. A&E fees are negotiable and will be based on services required. The basic service fee for an original design shall be 100% of the maximum allowable based on the SBA fee schedule.

Should the county board elect to use a prototype school design, 100% of the negotiated percentage fee will be applied to the cost of the site preparation and improvements required to adapt the site to accommodate a prototypical design school, for bidding and negotiations and for construction administration services. The design service fee for the reuse of an original design may not be greater than 40% of the design service phases of the original school designs. A&E fees for projects where substantial portions of the design are duplicated from previously designed projects will be adjusted based on the percentage of design duplication. For prototypical school projects, the total fee shall never exceed the maximum allowable fee percentage for the project had the prototypical design not been used.

H. A&E Fees Relating to Change Orders

Fee adjustments for owner requested or added value change orders will be considered. Compensation will be based on the amount of design, coordination and/or construction administration required to effectuate the change. Fee adjustments must be approved by the SBA. A&E fees for change orders not requiring design changes should be negotiated as an additional service and reimbursed on an hourly basis.

A&E fee modifications for change orders for new construction that requires construction document amendments due to design deficiencies will be reviewed on an individual basis by the owner and the SBA and fee adjustments considered if construction has not taken place in the affected area. The owner will pay for the required labor and material cost to effectuate the change. The A&E fee will only be adjusted based on A&E services required to effectuate the change in the scope of work.

A&E fee modifications for change orders on new construction that requires construction document amendments due to items of work inadvertently omitted from construction documents where the construction has taken place in the affected area and demolition is required will be reviewed on an individual basis by the owner and the SBA. If it is determined that the problem should have been resolved by the A&E firm within the building design, the owner will pay for the required change order and the A&E firm will be back-charged for the change including any demolition and replacement costs plus contractor overhead and profit. The owner will deduct any added value construction received as a result of the change from the amount the A&E firm is being back-charged.

A&E fee modifications for change orders on renovation and addition projects will be addressed on an individual project basis. If construction changes are required due to owner requested changes, incorrect as-built information or if it is determined by the owner and the SBA that a condition has occurred that could not have been foreseen by the A&E firm, the A&E firm will be compensated for the design modification based on the additional services required to effectuate the change in work.

I. Reimbursable Expenses

All design and construction service costs for the project shall be included in the basic service agreement including the cost of design, redesign (with exception of owner requested design changes after approval is granted to proceed into the construction document phase), construction administration and other project development costs. The county board will reimburse the A&E firm for the cost of review and bidding document printing and distribution to perspective bidders and approval agency ies.

J. Additional Services

Special consultants required by the A&E firm for complex projects will be paid as an additional service by the grant recipient. Special consultants must be approved by the owner and the SBA prior to their use. HVAC Testing, Adjusting and Balancing services shall be contracted directly to the county board. Geotechnical services shall also be contracted directly to the county board (or other grant recipients) unless SBA approval is granted to contract this service to the A & E firm.

K. 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 minimum standards established by the SBA performance criteria. Buildings must also be designed with durable, low maintenance building finishes;
2. The HVAC Testing, Adjusting and Balancing (TAB) agent shall be certified according to the procedures contained in the associated air balance council (AABC) national standards, the national environmental balancing bureau (NEBB) procedural standards and the environmental engineering consultants (EEC) standards for testing, adjusting and balancing. The TAB agent shall directly represent and is under direct contract with the building owner and shall coordinate scheduling of TAB start up and completion work with the mechanical contractor, mechanical engineer, SBA, architect and construction manager, where applicable and paid from available project funds.
3. 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;
4. 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;
5. Additional SBA funding for project overruns will only be considered if Items D 1-4 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. Crime Prevention through Environmental Design (CPTED) concepts should be included in the school design and a CPTED Analysis should be incorporated into the school planning process. Additionally, educational agencies shall consider security within the facility and work with local law enforcement agencies during the building design process to incorporate local school access safety plan concepts into the new school design. 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 (i.e., 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.

L. 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.

M. 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 documents by utilizing the following phases:

- 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, design development and construction document phases. All contractual agreements with architects/engineers or construction managers must include language that requires the architect/engineers or construction managers to submit all planning and project design information and estimates of probable cost to the School Building Authority and the county board of education for approval. The School Building Authority, the county board of education, the curriculum and facilities planning team and the architect should be in agreement before proceeding from one phase to the next.

- 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;

- And the project is being constructed on an approved site for which a clear and free deed is held by the grantee. The use of leased properties must receive prior approval of the SBA.

N. 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. A 30 day review period shall be included in each phase of the project development schedule for SBA review of schematic, design development and construction documents. 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 must be submitted. Minimally, the School Building Authority must review and approve the site feasibility study, educational specifications, schematic drawings, design development documents and final construction documents as they are developed. Estimates of probable cost must be submitted with each phase of the project approval process. Educational specifications must be submitted with schematic designs for SBA review. Specific requirements regarding the project educational specification can be found in Appendix I. 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 site feasibility study must include all site development costs for each site being considered. The site feasibility study along with the recommendation for the preferred site must be submitted to the SBA for approval before proceeding with the acquisition of any site. The schematic design must include but is not limited to the following:

- Schematic Drawings
- Programmatic Information
- Preliminary Estimate of Probable Cost
- Educational Specification or Program Modifications

The design development submission for review must include but is not limited to the following:

- Design Development Drawings
- Outline Construction Specifications
- Technology Plan
- Updated Estimate of Probable Construction Cost

Final construction documents 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 12 of the "Handbook on Planning School Facilities." 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. A revised set of bidding documents must be submitted to the SBA office along with assurances that review comments have been addressed within the final documents. Additionally, SBA submission requirements are included on the school construction project development flow chart.

O. 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.

P. 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.

Q. 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 and within the same region of the state to allow for maximum participation of bidders. Once released for bid by the SBA, bids shall be advertised in accordance with Chapter 59-3-1 of WV Code as a 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 bid openings are concluded. The tabulation sheet should be self-explanatory and include explanations of base bid pricing and all alternates being requested. The normal bid tabulation sheet prepared at the conclusion of the bid for county staff is acceptable. The bid tabulation must accompany the list of subcontractors and major equipment and material suppliers list (SBA Form 123) from the apparent low bidder(s) also required to be forwarded to the School Building Authority Office within two (2) hours of the conclusion of the bid opening. **Bid openings shall not be scheduled after 2:00 p.m.**, so that bidding information can be transmitted to the School Building Authority 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.

R. 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.

S. 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 at the completion of the bidding phase and 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 or SBA 139 project closeout documents. The 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.

T. 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. This report may also be used by project architect/engineers, if desirable. The timelines of the Project Observation Reports can be established by the project administrator and must be sent to the SBA office for review and approval.

U. 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. The School Building Authority will provide the county board (or building owner) a list of required project closeout requirements when the project is 95% complete.

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## **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

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 Analyst or Construction Manager will be Responsible to Make Recommendations to Bring the Project Within the Approved Budget

6. 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 Delay Occurs.

## **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. Unless an alternative agreement is approved by the SBA, the AIA Standard Form of Agreement Between the Owner and Construction Manager shall be used.

Generally, the Construction Manger advises the owner and architect through all bidding 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. 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. Performs Constructability Reviews and Recommends Alternate Proposals that will reduce the project cost
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 (when applicable)
  - 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 Meeting
  - 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/Engineer's 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 with 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.

# 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 non-instructional spaces and the major furniture/equipment needs of 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 (i.e., 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:

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***FORMULA FOR DETERMINING TEACHING STATIONS PER SUBJECT AREA\*\****

$$\begin{array}{l} \text{Number of students} \\ \text{Enrolled in subject} \end{array} \quad \times \quad \begin{array}{l} \text{Number of periods} \\ \text{per week in subject} \end{array} \quad = \quad \begin{array}{l} \text{Number of teaching} \\ \text{stations for this} \\ \text{subject area} \end{array}$$

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$$\begin{array}{l} \text{Maximum class size} \\ \text{(see reference sheet)} \end{array} \quad \times \quad \begin{array}{l} \text{Maximum number of periods} \\ \text{per week (every period, every day)} \end{array}$$

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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 teaching 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 goal: 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 and School Access Safety
- 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, i.e., teachers, administrators, parents, community leaders, design professional, etc.

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**\*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.

**\*\*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*.





**BUILDING PROGRAM UTILIZATION WORKSHEET**  
Worksheet #3

County: \_\_\_\_\_ School: \_\_\_\_\_ Current Enrollment: \_\_\_\_\_

Number Classrooms Types	x	Maximum Pupils/Class Type	=	Total Program Capacity
_____		_____		_____
_____		_____		_____
_____		_____		_____
_____		_____		_____
_____		_____		_____
_____		_____		_____
_____		_____		_____
_____		_____		_____
_____		_____		_____
_____		_____		_____
Totals _____		_____		_____

**Program Utilization** =  $\frac{\text{_____}}{\text{Current Enrollment}}$  divided by  $\frac{\text{_____}}{\text{Total Program Capacity}}$  = \_\_\_\_\_

**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 exclude library/media, commons or any space that cannot be used for other course offerings in the daily capacity of each facility. The maximum capacity for instructional spaces for specialty classrooms is counted once. A specialty classroom may be available throughout the school day but due to its specialized design or equipment it is rendered impractical to use for other instructional purposes.

**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA**

**Maximum Class Sizes**

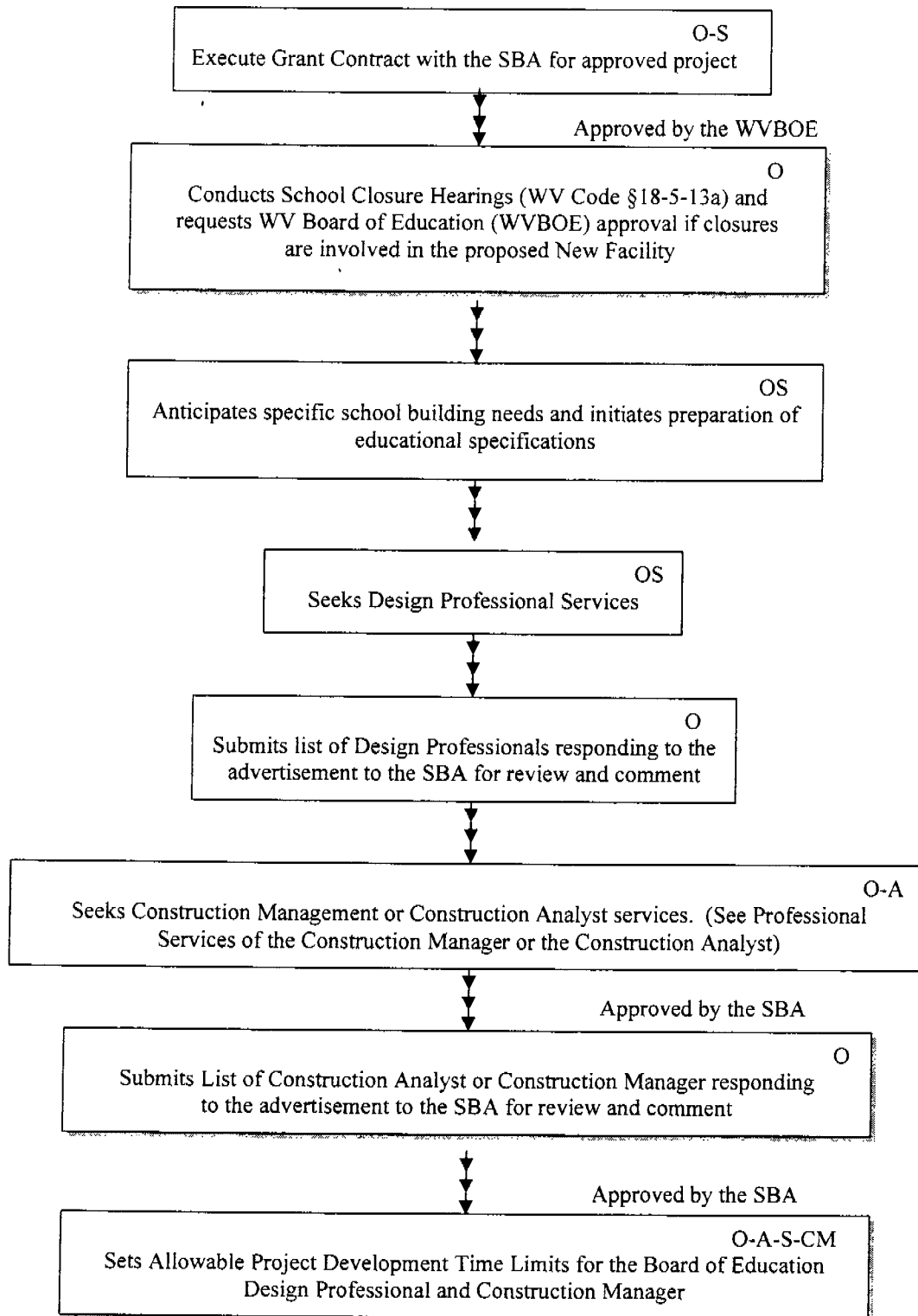
<b>Classroom Type</b>	<b>EL</b>	<b>MS</b>	<b>HS</b>
Kindergarten and Pre-Kindergarten	20		
General Instruction Areas	25	25	25
Corrective or Remedial Education	15	15	15
Art Rooms (Optional/EL)	25	25	25
Driver Education Facilities			25
Consumer/Homemaking Classroom (Optional)		25	25
Consumer/Homemaking Lab		25	25
Foreign Language Facilities		25	25
Foreign Language Lab (Optional)		25	25
Technology Education		20	
Music Facilities (Optional/EL)	25	25	40
Ensemble Room (Optional)			12
Physical Education	25	70	70
Science Facilities		25	20
Micro-Computer Lab	25	20	20
Electronic Technology 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
<b>Autism</b>	10	10	10
Severely/Profoundly Mentally Impaired (Self Contained)	9	9	9
<b>Deaf and Hard of Hearing</b>	10	10	10
<b>Blind and Partially Sighted</b>	10	10	10
Specific Learning Disabilities (Self Contained)	12	12	12
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
<b>Family and Consumer Science (FACS)</b>			25
Food Management, Production & Services (Occup)			20
<b>Child Care Specialist (Occup)</b>			20

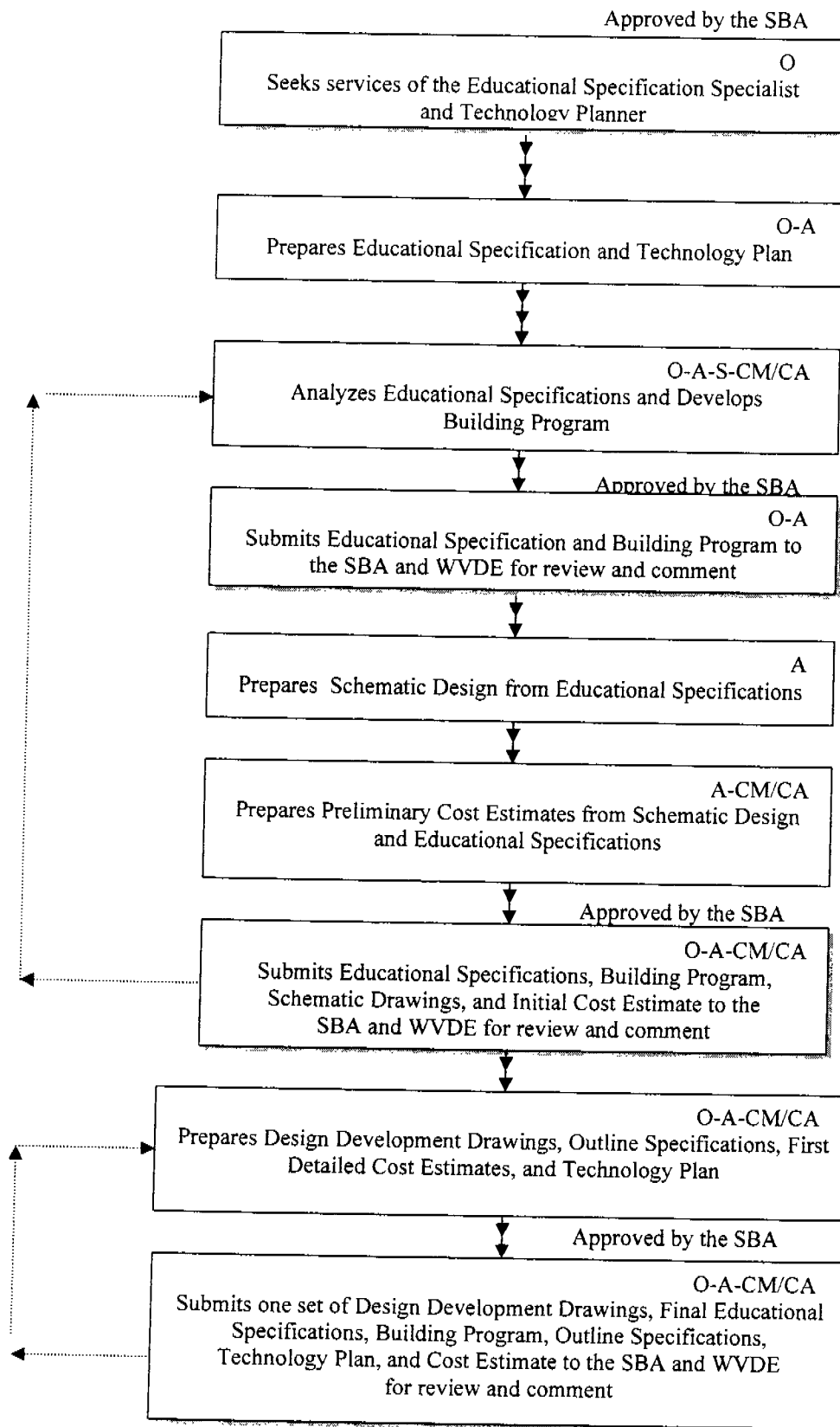
**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA**  
**Maximum Class Sizes**

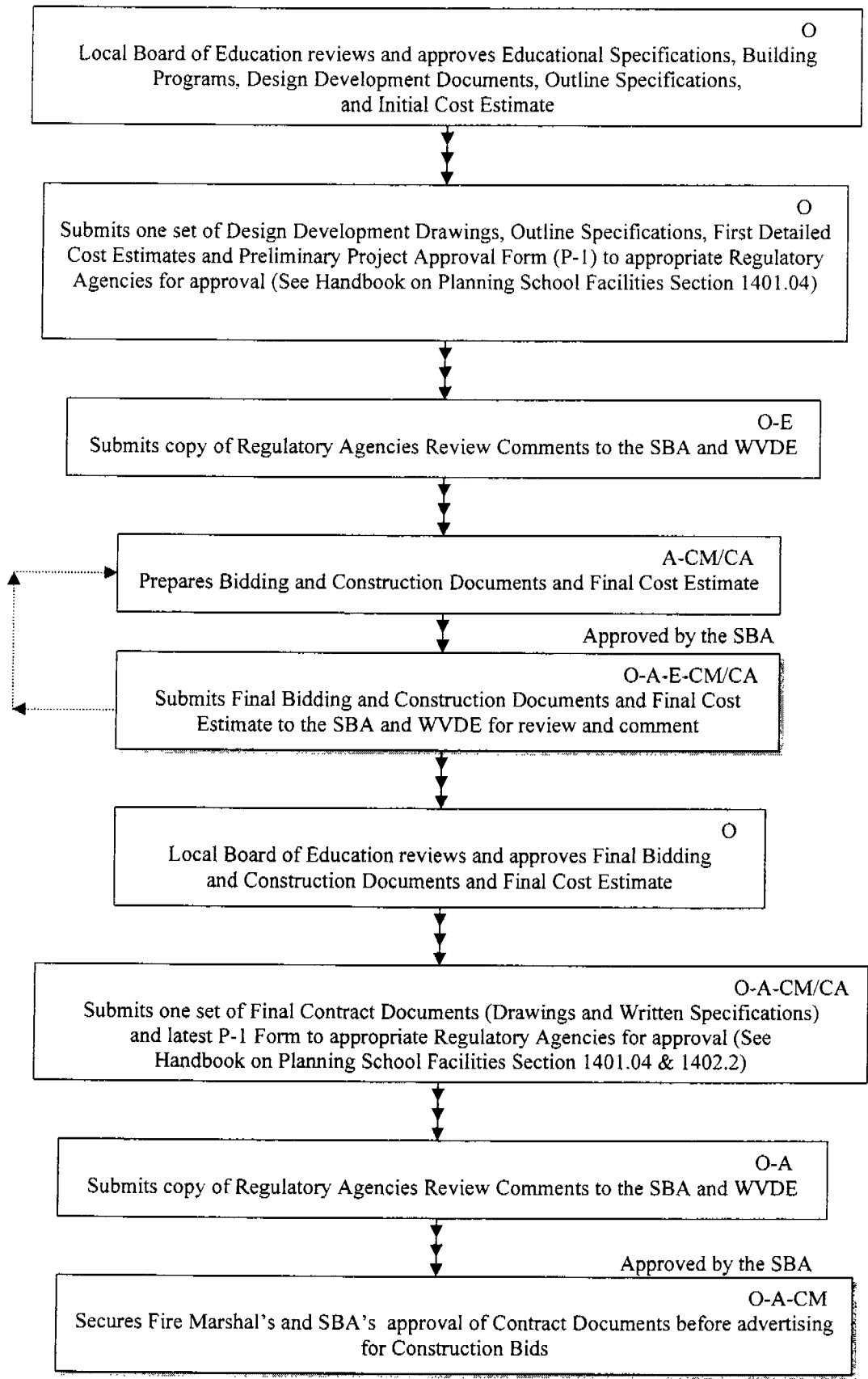
<b>Classroom Type</b>	<b>EL</b>	<b>MS</b>	<b>HS</b>
Vocational/Industrial & Technical Classrooms			20
Industrial and Technical Lab			20
Business Education Classroom			20
Computer/Keyboarding Lab			30
Office Technology			20
Tech Ed. Production Lab			20
Tech Ed. Systems Lab			20

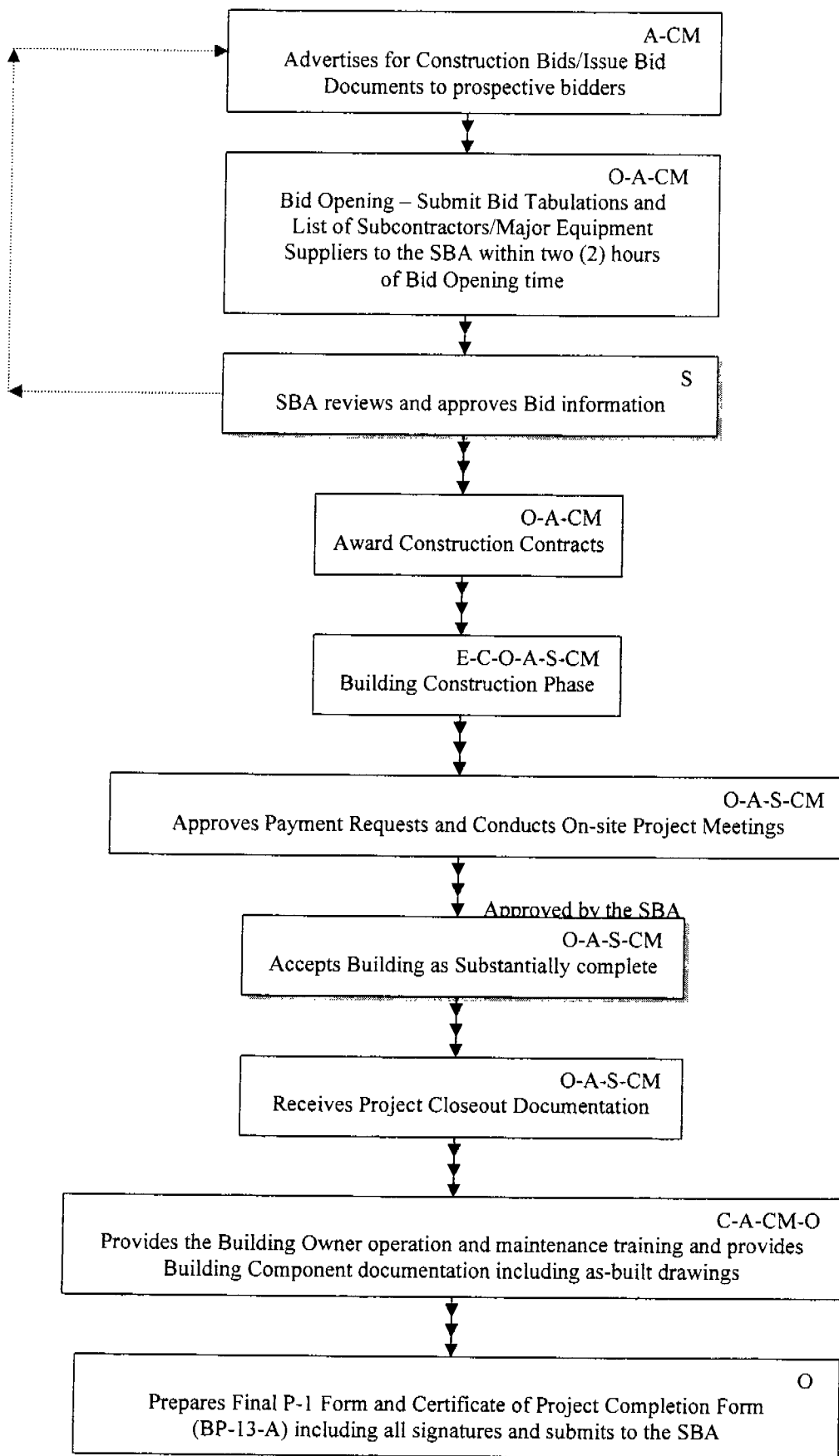
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SBA 167

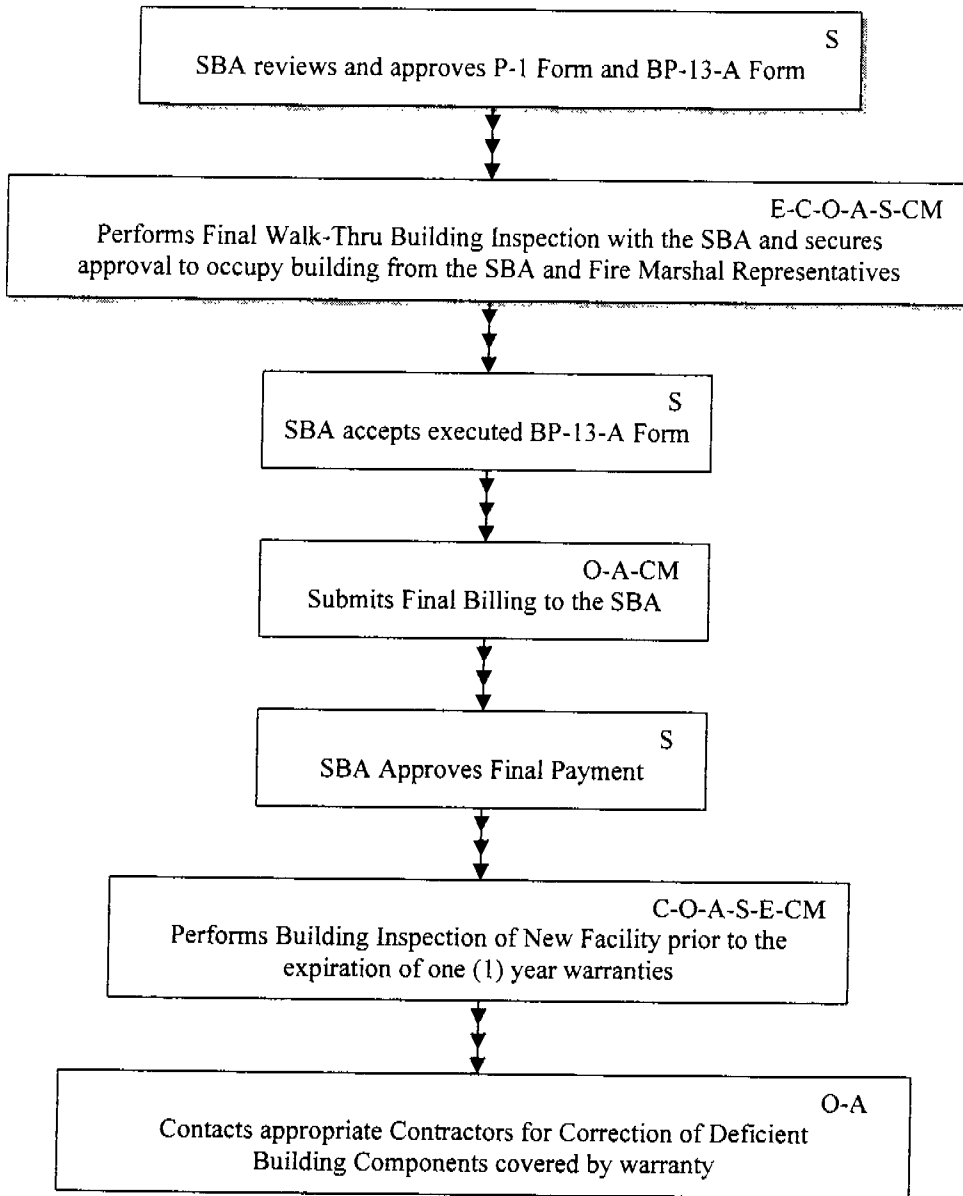
# SCHOOL CONSTRUCTION PROJECT DEVELOPMENT











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**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**

APENDIX B

**FISCAL NOTE FOR PROPOSED RULES**

Rule Title: School Building Authority Reporting Procedures

Type of Rule:  Legislative  Interpretive  Procedural

Agency: School Building Authority of WV

Address: 2300 Kanawha Boulevard, East  
Charleston, WV 25311

Phone Number: (304) 558-2541 Email: stella@wvsba.state.wv.us

**Fiscal Note Summary**

Summarize in a clear and concise manner what impact this measure will have on costs and revenues of state government.

The School Building Authority (SBA) is already operating under an existing procedural rule. Due to a provision of the School Access Safety Act, which was passed in the recent 2007 Legislative Session, all SBA policies, both current and new, must be filed with LOCEA and sent through the legislative review process. The approval of this legislative rule will have no impact on the costs and revenues of the state.

**Fiscal Note Details**

Show over-all effect in Item 1 and 2 and, in Item 3, give an example of Breakdown by fiscal year, including long-rang effect.

<b>FISCAL YEAR</b>			
Effect of Proposal	Current Increase/Decrease (use "--")	Next Increase/Decrease (use "--")	Fiscal Year (Upon Full Implementation)
1. Estimated Total Cost	0.00	0.00	0.00
Personal Services	0.00	0.00	0.00
Current Expenses	0.00	0.00	0.00
Repairs & Alterations	0.00	0.00	0.00
Assets	0.00	0.00	0.00
Other	0.00	0.00	0.00
2. Estimated Total Revenues	0.00	0.00	0.00

Rule Title: School Building Authority Reporting Procedures

Rule Title: School Building Authority Reporting Procedures

3. Explanation of above estimates (including long-range effect):  
Please include any increase or decrease in fees in your estimated total revenues.

The SBA does not anticipate any fiscal impact in either the immediate or long-range future as a result of the passage of this rule.

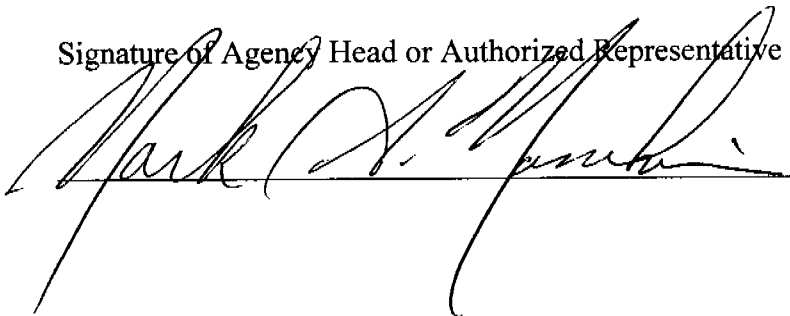
**MEMORANDUM**

Please identify any areas of vagueness, technical defects, reasons the proposed rule would not have a fiscal impact, and/or any special issues not captured elsewhere on this form.

The SBA will not need any additional staff, office space, equipment or material to facilitate the requirements of the attached rule.

Date: September 27, 2007

Signature of Agency Head or Authorized Representative



**QUESTIONNAIRE**

*(Please include a copy of this form with each filing of your rule: Notice of Public Hearing or Comment Period; Proposed Rule, and if needed, Emergency and Modified Rule.)*

DATE: September 27, 2007

TO: LEGISLATIVE RULE-MAKING REVIEW COMMITTEE

FROM: *(Agency Name, Address & Phone No.)* School Building Authority of West Virginia  
2300 Kanawha Blvd. East  
Charleston, WV 25311  
  
Phone - (304) 558-2541

LEGISLATIVE RULE TITLE: School Building Authority Reporting Procedures

1. Authorizing statute(s) citation §18-9D-20

2. a. Date filed in State Register with Notice of Hearing or Public Comment Period:  
July 23, 2007 for Public Comment Period

b. What other notice, including advertising, did you give of the hearing?  
A memo was forwarded to all county superintendents and the WV Department of Education  
to advise them that the SBA had filed this rule with the Secretary of States office for a Public  
Comment Period.

c. Date of Public Hearing(s) *or* Public Comment Period ended:  
August 24, 2007 - Public Comment Period Ended

d. Attach list of persons who appeared at hearing, comments received, amendments, reasons for amendments.

Attached     X     No comments received

- e. Date you filed in State Register the agency approved proposed Legislative Rule following public hearing: (be exact)

September 27, 2007

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- f. **Name, title, address and phone/fax/e-mail numbers** of agency person(s) to receive all *written correspondence* regarding this rule: (Please type)

Stella Gill - Executive Secretary, School Building Authority of West Virginia

2300 Kanawha Blvd. East, Charleston, WV 25311

Phone (304) 558-2541 Fax (304) 558-2539

e-mail stella@wvsba.state.wv.us

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- g. **IF DIFFERENT FROM ITEM 'f'**, please give **Name, title, address and phone number(s)** of agency person(s) who wrote and/or has responsibility for the contents of this rule: (Please type)

Dr. Mark A. Manchin - Executive Director - School Building Authority of WV

2300 Kanawha Blvd. East, Charleston, WV 25311

Phone (304) 558-2541 Fax (304) 558-2539

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3. If the statute under which you promulgated the submitted rules requires certain findings and determinations to be made as a condition precedent to their promulgation:

- a. Give the date upon which you filed in the State Register a notice of the time and place of a hearing for the taking of evidence and a general description of the issues to be decided.

N/A

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b. Date of hearing or comment period:

N/A

c. On what date did you file in the State Register the findings and determinations required together with the reasons therefor?

N/A

d. Attach findings and determinations and reasons:

Attached N/A

**Stella Gill**

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**From:** Bill Elswick [cwelswic@access.k12.wv.us]

**Sent:** Thursday, August 23, 2007 11:23 AM

**To:** Stella Gill

**Cc:** Dr. Jack McClanahan; pcain@access.k12.wv.us; Steve Paine; Mark Manchin; David Sneed

Stella,

Attached are the WVDE comments for the SBA Policy sections out for review. I believe most of these items were covered in the meeting with David Sneed earlier, which was a most useful and collaborative process. I fully appreciated the dialogue with this procedure.

If you should have questions, please contact me.

Bill Elswick  
Executive Director, Office of School Facilities  
West Virginia Department of Education  
Phone: (304) 558-2969

9/27/2007

**SBA Policy Review**  
**SBA Policy Reference in Bold**

- **SBA 1.6B Budget Amendments to CEFP:** require the counties to update the CEFP if the instructional square footage of a facility is altered or the work exceeds \$25,000.00 regardless of the funding source. The language in Policy 6200 indicates \$50,000.00. These dollar values should be aligned to avoid confusion at the county level.
- **SBA 2.31 HVAC Engineering Studies:** requires an engineering study and complete estimate of probable costs for the HVAC system being considered. This section of the policy should include language that allows the SBA, WVDE OSFAC, and WV State Fire Marshal to review and approve the studies.
- **2.4D4 CEFP Planning Grants & 5.1.D3:** indicates the SBA will determine the effective dates of the new CEFP's. Policy 6200 states that the CEFP's are to be re-written every 10 years thereafter with plan submitted in 1990. The CEFP effective date should require the approval of both the WVBOE and SBA. In addition the WVDE OSFAC only requires yearly updates to the CEFP if there are changes. This reduces unnecessary paper work at the county level. The new CEFP's should also include a narrative. The WVDE OSFAC should be included in the CEFP review process. CEFP's should also be submitted electronically in a format that is agreed upon by the SBA & WVDE. The electronic copies are to be accompanied by a hard copy of the document to accommodate reviews and amendments.
- **2.4E4 Awarding of Funds:** list the SBA in an advisory role during the review. A member representative of the WVDE should be included in the review process.
- **4.112 Occupancy of New Educational Facilities:** it appears that the SBA is the only approval agency. Policy 6200 requires SBA, WVDE, and State Fire Marshal to approve occupancy.
- **3.1B Building Gross Area:** This section should include language that a waiver from the WV SBOE is required to deviate from square footage allotments.
- **3.4 D Allowable Construction Costs for New Construction:** New elementary schools with design enrollments less than 400 students will be provided a combined art/music classroom. Policy 6200 has language that states art/music rooms are optional if design enrollment is below 400 students.
- **3.4 E Allowable New Const. Costs:** Auxiliary gyms are to be included as allowable construction costs in high schools that meet the minimum SBA efficiency enrollments of 800 students in grades 9-12 (max 6000ft<sup>2</sup>). Policy 6200 has conflicting language. Policy 6200 states auxiliary gyms are permitted if student population exceeds 1000 students. Policy 6200 also has the maximum allowable square footage of 5400ft<sup>2</sup>. These two policies should be aligned so the student population and square footage requirements are the same.
- **4.110 Occupancy of New Educational Facilities & 4.113 Training of Custodians & Maint:** 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 system and materials. Policy 6200 & WV Code 18-9E-3-e7 require for major mechanical and electrical equipment and systems (including HVAC control systems) there shall be a minimum of 1 day of follow-up

training at 6 months after facility turnover. All training shall be videotaped and turned over to the county board of education. Designers shall specify the time duration of each specific training session required. Designers will be required to ensure that the integrated training of all manufacturers' components as a single HVAC system is provided.

- **6.1 C SBA Report Procedures:** this section should include the following language; Copies of educational specifications for any new facility shall be submitted to the WVDE and the SBA for review with the schematic design submission. The SBA educational specification guidelines and the WVDE Policies 6200 and 2510 must be used for all projects regardless of funding sources
- **Procedures for Design Build Project:** The WVDE should be included in this process.
- **Architectural & Const. Regulations D1:** Quality HVAC systems must be installed in all schools. These systems must be capable of providing efficient long term climate control, complying with the minimum standards established by the SBA performance criteria. There are design requirements more specific included in Policy 6200. A reference to Policy 6200 should be included in the SBA policy including the performance criteria. Policy 6200 also has language that indicates where there are conflicts between standards AHRAE will be the default standard.
- **Architectural & Const. Regulations D2:** The TAB agent shall directly represent and is under direct contract with the building owner and shall coordinate scheduling of TAB start up and completion work with the mechanical contractor, mechanical engineer, SBA, architect and construction manager. During the WVDE review process TAB work is often a source of problems. The WVDE, HVAC technicians should be involved in this process
- **Architectural & Const. Regulations F:** The SBA, County BOE, facilities planning team, and architect should be in agreement before proceeding from one phase to the next. The WVDE is a stake holder in this process. WVDE acceptance is required at the final stages of the project. It would be beneficial to have a WVDE representative involved in the phase to phase acceptance procedure.
- **Appendix I-G:** This section should include language to require Policy 6200 to be followed. The current language indicates it is optional.
- **Construction Project Submission:** The WVDE should be included in this review process. The components of this process should also comply with policy 6200
- **Standard of Quality and Codes:** This section should include a reference to Policy 6200 and the WV State Energy Code.
- **Project Job Signs & Bldg Signs:** These should include the State Superintendent of Schools
- **XXII SBA Project Observation:** This section should include language that allows the SBA and WVDE to observe the construction process/progress.
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**Note:** any deviation from WVBOE Policy 6200, "*Handbook on Planning School Facilities*" must be approved by the Board.



School Building Authority of West Virginia  
Dr. Mark A. Manchin, Executive Director

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2300 Kanawha Boulevard, East • Charleston, West Virginia 25311-2306 • Office Number (304) 558-2541 • FAX Number (304) 558-2539

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MEMORANDUM

TO: Bill Elswick, Executive Director  
FROM: Dr. Mark A. Manchin, Executive Director  
SUBJECT: WVDE Comments on SBA Policy Revision  
DATE: September 13, 2007

We appreciate the WVDE comments on our revised Guidelines and Procedures Handbook. I felt the meeting of July 30, 2007 with David Sneed was very productive and based on the comments provided we feel a simple resolution can be provided for all of the recommendations you presented. We offer the following comments relative to your July 30, 2007 comments.

SBA Policy 1.6B – Budget Amendments to CEFP

Suggestion was made to increase the minimum of \$25,000 to \$50,000 as the threshold requiring an amendment. This change would match current Policy 6200 language.

**We will recommend this change to the Authority in the final version of the Handbook. We have maintained this level in the past due to small roof projects being funded through our MIP program.**

SBA Policy 2.31 – HVAC Engineering Studies

Suggestion was made that WVDE and SBA approve HVAC system types selected by the design engineer based on the engineer's study of various systems and each county board's preference for new HVAC systems.

**The purpose of this policy is actually to require the use of design professionals by county boards when selecting HVAC system types and also to require professional estimates prior to submission of projects for SBA funding consideration. Before this policy was inserted into our Policy and**

MEMO: Bill Elswick  
September 13, 2007  
Page Two

**Procedures Handbook, county boards were using HVAC contractors for system selections and cost estimates. This created the possibility that the systems may not meet current ASHRAE standards and the estimates were not comprehensive covering all project costs. As we discussed at the meeting on July 30, 2007, we will be addressing this issue by way of our upcoming meetings scheduled this fall with a committee we are organizing to formulate SBA Building Component Quality Standards. Heating, Ventilating and Air Conditioning systems will be one of the main focuses of the committee. This effort will also address commitments made by the SBA regarding the development of building component performance criteria as a part of the prototypical school design effort suggested by the WV Senate in 2007.**

#### SBA Policy 2.4 D-4 – CEFPP Planning Grants

Suggestion was made that annual updates only be required if changes were made at the WVDE and that the CEFPPs should be submitted electronically to the SBA and the WVDE. The question was also asked during our July 30 meeting regarding our opinion of previous 10 year CEFPPs.

**The requirements for annual updates are defined in West Virginia Code 18-9D-2(5). A report is required annually that provides a summary of completed and proposed projects. Based on this and SBA Policy, we feel we need to continue our current procedure regarding annual updates. Additionally, the annual update information is used to prepare a report to the legislature regarding the short and long term needs of each county and the state regarding educational facilities. Regarding the submission of the CEFPPs in electronic format, this is already being considered for the 2010 CEFPP submission. We appreciate your suggestion. As we discussed in our meeting, previous CEFPPs prior to 1990 were not organized and did not always reflect consistent planning practices. Long term planning strategies were not followed and plans addressed only short term goals. SBA involvement and the funding provided by the SBA to counties for assistance from professional school planners and architect/engineers significantly improved the plans. The 2000 CEFPPs were improved from the 1990 plans and we are hopeful the 2010 CEFPPs will continue the trend. A well thought out plan allows for more SBA financial involvement and provides clear planning and funding strategies for local boards and the SBA.**

#### SBA Policy 2.4 E-4 – Awarding of Funding

Suggestion was made that a WVDE representative be included on the review team for the awarding of needs funding.

MEMO: Bill Elswick  
September 13, 2007  
Page Three

Since 1989, a statewide review team has assisted the Authority with the review of needs projects annually. The review team is made up of superintendents and other school officials from all regions of the state and a representative from the Department of Education. We anticipate restructuring the committee's role with regards to needs project selection in the future based on our legislative audit recommendations. However, the make-up of the committee may continue as before. Mr. Ben Shew has served on the committee in the past.

Policy 2.7 A-8 and 4.11.2 – Occupancy of Educational Facilities

This policy was enacted in response to local boards attempting to occupy buildings prior to their completion and in some incidences counties were occupying buildings that were not safe for students and staff to occupy. We have encouraged the Department of Education to participate in the initial walk thru of the building at substantial completion to assist with the mechanical, electrical and plumbing reviews. To effectuate this procedure, we will require A/E firms and construction contractors to schedule the walk-thru 2 weeks in advance and we will notify the WVDE HVAC technicians of the dates and time of the punch-list walk-thru to allow participation. At the conclusion of the joint walk-thru, the A/E firm will compile the official walk-thru punch-list made up of owner, SBA/WVDE and contractor items and the list will be forwarded to the contractor for completion. This will provide input from the HVAC technicians during the latter stages of construction prior to the closeout of the construction contract. It will eliminate the 11<sup>th</sup> month punch list currently being compiled by the WVDE as there is no contractor's obligation to address punch list items identified after the official punch list has been compiled. The 11<sup>th</sup> month walk thru is used to address warranty issues. The 11<sup>th</sup> month walk thru will then become the warrantee review as it is contractually required to be.

Policy 3.1-B – Building Gross Areas

Suggestion was made that WVDE provide a waiver if square footage allotments are deviated from.

By practice we do not deviate from classroom square footage allotments suggested in State Board Policy 6200. Recently, two very small schools were planned with the involvement of the Department of Education. We will continue this practice in the future if significant changes to room sizes are being considered. We would, however, suggest that classroom areas not

MEMO: Bill Elswick  
September 13, 2007  
Page Four

be so rigid that county boards do not have flexibility to offer programs in larger or smaller spaces depending on their scheduling needs. We recommend continuing with our current cooperative process and not requiring State Board waiver approval every time counties desire to alter classroom sizes to accommodate curricular needs. Classroom sizes should be flexible and Policy 6200 should be considered to be recommended sizes as they have been since this document was originally approved. Additionally, the SBA will not allow inequity in room sizes based on special education enrollments.

#### Policy 3.4-D – Art/Music Spaces

We have established policy regarding space for art and music in elementary schools. The SBA has taken the position that art and music space should be provided and we have increased our building square foot allowance to allow for this space. Policy 6200 identifies this space as optional. Perhaps, the best option would be to review Policy 6200 and make revisions to reflect SBA Policy or leave Policy 6200 alone and we will continue to fund these spaces as per county requests and our current policy.

#### Policy 3.4E – Allowable New Construction Costs

We have established policy regarding space for auxiliary gyms in high schools. The SBA has taken the position that auxiliary gyms should be provided in new schools with enrollments of 800 students or greater. We have increased our building square foot allowance to allow for this space. Policy 6200 identifies this space as optional. Perhaps, the best option would be to review Policy 6200 make revisions to reflect SBA Policy or leave Policy 6200 alone and we will continue to fund these spaces as per county requests and our current policy.

#### Policy 4.110 – Contractor Training of Maintenance and Custodial Staff on New Building Equipment

This requirement is already in place under construction regulations in SBA Policy. We currently require verification from county boards that this training has occurred at the conclusion of every project. We will require by construction contract and grant contract that the WVDE be notified of the training dates to allow participation and follow up training of the maintenance and custodial staff as needed in the future by the HVAC technicians. Project specifications will require two weeks notice of the training dates to allow participation in the contractor training.

MEMO: Bill Elswick  
September 13, 2007  
Page Five

Policy 5.1-B – Design Standards

**SBA projects are currently being designed by professional architects and engineers charged with the responsibility of designing buildings within codes and standards. Currently, ASHRAE design standards are applied to school HVAC systems and when codes and standards conflict we are defaulting to ASHRAE 62 Ventilation Standards as the governing standard. The International Building Code reference language in our policy will be changed to read school designs will be performed using applicable codes and standards. Design professionals will be responsible for designing buildings using appropriate codes and standards as defined in WV Code 18-9E-3 or future code adoptions, when applicable.**

Policy 6.1-C – Grant Agreement – Educational Specifications Submission to WVDE

**This practice is already in place. We will provide assurance that the educational specifications will be included in the schematic design submission.**

Procedure for Review of Construction Fund Project

**This item was covered in previous comments. (2.4 E-4) Also, please understand that four members of the School Building Authority represent the State Department of Education and State Board of Education.**

Procedures for Design/Build Projects

Suggestion is made that WVDE be included in this process.

**Current code allows county boards to use this method of project delivery and the SBA has provided a policy to help counties navigate through the design-build process including oversight from the design-build board. The Department of Education will be a part of the project review process in the same manner you currently participate. Given the nature of design-build, we anticipate the need for some flexibility on the part of the WVDE and the SBA regarding the review process should a county board decide to use the design-build project delivery method.**

MEMO: Bill Elswick  
September 13, 2007  
Page Six

Procedures for Defining Quality HVAC Systems – Appendix D1

**Current SBA policy requires that quality HVAC systems be provided in all schools that meet ASHRAE standards. We have increased our new school square foot cost allowance over \$20 per square foot in the past ten years to accommodate improved HVAC systems. We will continue to adjust our system design standards as new standards are adopted. We anticipate defining the quality standards further with the performance criteria development committee previously discussed.**

Procedures for Testing, Adjusting and Balancing of HVAC Systems – Appendix D2

Suggestion is made to have an HVAC technician from the WVDE Office of School Facilities involved in this process.

**We agree with this suggestion and will provide language in the bidding documents that requires notification of the SBA office as to the scheduled start date of testing, adjusting and balancing.**

Architectural and Construction Regulations – Appendix J

Suggestion was made that a WVDE representative be involved in all phases of project acceptance procedures.

**Given the SBA is by grant contract a co-owner in the facility we must use caution when we direct work or construction methods and means to limit our liabilities and work within the contractual agreements. We are by WV Code given the responsibility of oversight on the state construction program. We are willing to partner with the Department of Education in regards to design and construction reviews with the understanding that WVDE participation be organized through the SBA to prevent unnecessary liabilities that are always present during the school design review and construction process. We will be partnering with WVDE in areas of design reviews, HVAC training, testing, adjusting and balancing of HVAC systems, project closeout walk-thru, observing contractor training, providing follow up training and participating in the statewide review team reviews for needs projects submitted. This process will be periodically reviewed and adjustments made as required to insure appropriate participation during these, and future phases of the design and construction process.**

MEMO: Bill Elswick  
September 13, 2007  
Page Seven

#### Construction Project Submission

Suggestion was made that WVDE be included in this process.

**Our current procedures provide for involvement by the WVDE in the project submission process. Construction specifications will also provide for notification to allow further participation in the areas identified in Appendix F. The School Construction Project Development Flow Chart reflects WVDE involvement in the design and construction process where appropriate. Hopefully, this revised language will address your revised comment for Section I-G received August 23, 2007.**

#### Standard of Quality and Codes

**This design standards and codes issue is discussed in 5.1B. We will also clarify this further with the performance criteria development committee.**

#### Project Job Signs

Suggestion was made that the State Superintendent of Schools name should be added to the project job signs and building plaque.

**The State Superintendent is an ex-officio member of the Authority. As such his name is included on the job signs and building plaques.**

#### SBA Project Observation

Suggestion was made that the WVDE also be allowed to observe construction.

**The legislative intent in WV Code 18-9D-15 empowers the School Building Authority to facilitate and provide state funds and to administer all federal funds for the construction and major improvement of school facilities in the state. Additionally, in WV Code 18-9D-16, the legislature provided that the SBA establish guidelines and procedures to promote the intent and purpose of this program to assure the resourceful expenditure of state funds for projects and to provide guidelines and procedures for facility plans, and the manner, timeline and process for the submission of each plan, school major improvement plans and projects submitted in the furtherance of the plans. The School Building Authority is by grant contract a co-owner in each project. As such, we have certain contractual rights to observe construction and to approve plans, construction change directives and reserve the right to**

MEMO: Bill Elswick  
September 13, 2007  
Page Eight

**review and approve all contractor pay applications. WV Code 18-9D-16C also provides for the School Building Authority to prepare guidelines and procedures for project specifications and therefore contractually providing supplemental instruction to the construction contract and to require construction contractors to comply with SBA Supplemental instructions.**

**We have traditionally involved the HVAC technicians at the WVDE in various stages of the planning and construction of the school projects. Assuming we can cooperatively work together, we are proposing the use of the HVAC technicians in the areas of HVAC testing, adjusting and balancing observation, participation in contractor training of maintenance and custodial personnel and we would like to have the HVAC technicians participate in the project walk-thru punch list at the substantial completion stage of construction. This cooperative effort must be coordinated through the SBA office due to the contractual and legal liabilities we have accepted as co-owners of the buildings. We will require proper notification of the SBA in the construction contract documents and the SBA will notify the HVAC technicians when this involvement is scheduled.**

We have attempted to address the comments raised by the WVDE regarding our revised Policy and Procedure Handbook. We feel we can work cooperatively through the school planning and construction process. We are hopeful the HVAC technicians at the Department of Education will continue their legislative mandate of training county maintenance staff and custodians on their new HVAC systems and controls as their first priority. We feel this HVAC training is extremely important to the overall health of students and staff in our schools and we will be mindful of the time you will need for training when we schedule our on-site reviews. Our new policy will be approved September 24, 2007. If you have any further questions or comments, please contact our office prior to this meeting. Thank you for your comments and continued cooperation.

DS:sg

cc: Dr. Steve Paine, State Superintendent of Schools  
Dr. Pam Caine, Assistant State Superintendent  
Dr. Jack McClanahan, Deputy State Superintendent

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