



WEST VIRGINIA SECRETARY OF STATE

MAC WARNER

ADMINISTRATIVE LAW DIVISION

eFILED

6/30/2021 12:55:14 PM

Office of West Virginia
Secretary Of State

NOTICE OF PUBLIC COMMENT PERIOD

AGENCY: School Building Authority Of WV TITLE-SERIES: 164-01

RULE TYPE: Procedural Amendment to Existing Rule: Yes Repeal of existing rule: No

RULE NAME: Policy and Procedures Handbook of the School Building Authority of West Virginia

CITE STATUTORY AUTHORITY: §18-9D-20

COMMENTS LIMITED TO:

Written

DATE OF PUBLIC HEARING:

LOCATION OF PUBLIC HEARING:

DATE WRITTEN COMMENT PERIOD ENDS: 08/02/2021 12:00 P.M.

COMMENTS MAY BE MAILED OR EMAILED TO:

NAME: Shannon Driver

ADDRESS: 2300 Kanawha Boulevard, East
Charleston, WV 25311

EMAIL: shannon.l.driver@wv.gov

PLEASE INDICATE IF THIS FILING INCLUDES:

RELEVANT FEDERAL STATUTES OR REGULATIONS: No

(IF YES, PLEASE UPLOAD IN THE SUPPORTING DOCUMENTS FIELD)

INCORPORATED BY REFERENCE: Yes

(IF YES, PLEASE UPLOAD IN THE SUPPORTING DOCUMENTS FIELD)

PROVIDE A BRIEF SUMMARY OF THE CONTENT OF THE RULE:

The SBA staff have worked diligently to provide changes and enhancements to the SBAs Policy & Procedures Handbook. These changes were made in order to further the Authority's mission of increasing accountability of all parties involved in the execution of an SBA-funded project. The past two revisions of the document were sweeping and provided clear direction to Local Education Agencies, Design Professionals, and Contractors. As this handbook continues to evolve, we often find small, but very important changes that are necessary to incorporate within the procedures as a need arises. The newly proposed policy language extends and clarifies the requirements for construction scheduling. These are necessary to aid in ensuring that SBA-funded projects are built on time and within budget.

SUMMARIZE IN A CLEAR AND CONCISE MANNER CONTENTS OF CHANGES IN THE RULE AND A STATEMENT OF CIRCUMSTANCES REQUIRING THE RULE:

Summary of Proposed Changes

ADDITIONS / CHANGES TO EXISTING SBA POLICY LANGUAGE

203. Multi-County / Statewide Grant Funds (p. 22) Amends the name and funding limitation of the Three-Percent Grant Funds to coincide with the passage of House Bill 2906 in the 2021 Legislative Session. This changed the name to the Multi-County / Statewide Grant Funds and the funding limit from three percent of the total funding to up to ten percent in funding that is available to eligible grantees.

303.043. Duties and Responsibilities of the Clerk-of-the-Works (p. 50) Adds language that requires the Clerk to be knowledgeable with the SBAs Construction Schedule Requirements. In addition, clarifies that the Clerk shall immediately notify the Owner, Architect, and SBA when the Contractor(s) falls out of conformance or compliance with project requirements, including construction schedule requirements.

400.011-013 Bidding Procedures (p. 56) Adds language clarifying requirements for when projects are projected to exceed the total amount of SBA and local funding at the time of bid. Also clarifies the processes for using Alternates to balance the project budget and assigns the Owner (County) as the responsible party to pay for the design of unaccepted add-alternates.

400.16. Waiver Procedures for Paying First Pay-App Prior to Schedule Approval (p. 59) Creates a process where a waiver can be provided to a Contractor(s) to allow the first application for payment to be approved prior to the approval of the CPM schedule on projects that are complex and/or have high construction soft costs. This provision may be exercised if approved by the SBA prior to bid and requires the winning Contractor(s) to provide sufficient justification. This provision shall not extend beyond the second application for payment.

410.011 Construction Schedule Requirements Definitions (p. 61-62) Clarifies definitions for the following construction schedule activities on SBA-funded projects: (k.) Baseline Schedule, (l.) As-Built Schedule, (n.) Schedule Personnel or Outside Consultant. Adds a definition for (p.) Recovery Schedule.

410.042-410.042 - Schedule Recovery (p. 63-64) Establishes an acceptable timeframe for Recovery Schedule submission and components that shall be included in the event a Recovery Schedule is required.

ADDITIONS / CHANGES TO EXISTING SBA FORMS

SBA Form 203 Multi-County Project Executive Summary (p. 127) Changes the title of the grant application form to coincide with the changes to Section 203 and House Bill 2906 from the 2021 legislative session.

SBA Form 500 Construction Closeout Procedures Checklist (p. 235) Added the requirement for an As-Built CPM Schedule in the checklist of required closeout documentation. Also clarified that local first responding authorities shall also receive diagrammatic floor plans of new or renovated schools at closeout.

SBA Form 502-A Grant Closeout Certification Form (p. 238) Clarified and added signature lines for both the

SBA Executive Director and Chief Financial Officer.

SUMMARIZE IN A CLEAR AND CONCISE MANNER THE OVERALL ECONOMIC IMPACT OF THE PROPOSED RULE:

A. ECONOMIC IMPACT ON REVENUES OF STATE GOVERNMENT:

N/A

B. ECONOMIC IMPACT ON SPECIAL REVENUE ACCOUNTS:

N/A

C. ECONOMIC IMPACT OF THE RULE ON THE STATE OR ITS RESIDENTS:

N/A

D. FISCAL NOTE DETAIL:

Effect of Proposal	Fiscal Year		
	2021 Increase/Decrease (use "-")	2022 Increase/Decrease (use "-")	Fiscal Year (Upon Full Implementation)
1. Estimated Total Cost	0	0	0
Personal Services	0	0	0
Current Expenses	0	0	0
Repairs and Alterations	0	0	0
Assets	0	0	0
Other	0	0	0

2. Estimated Total Revenues	0	0	0
------------------------------------	---	---	---

E. EXPLANATION OF ABOVE ESTIMATES (INCLUDING LONG-RANGE EFFECT):

N/A

BY CHOOSING 'YES', I ATTEST THAT THE PREVIOUS STATEMENT IS TRUE AND CORRECT.

Yes

Benjamin Ashley -- By my signature, I certify that I am the person authorized to file legislative rules, in accordance with West Virginia Code §29A-3-11 and §39A-3-2.

TITLE 164
PROCEDURAL RULE
SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA

SERIES 1
POLICY AND PROCEDURES HANDBOOK
OF THE SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA

§164-1-1. General.

1.1. Scope -- This procedural rule establishes policies and procedures related to the operations of the School Building Authority of West Virginia.

1.2. Authority -- W.Va. Code §18-9D-20.

1.3. Filing Date – ~~February 5, 2021~~ August , 2021

1.4. Effective Date – ~~March 8, 2021~~ September , 2021

§164-1-2. Incorporation by Reference.

2.1. A copy of the School Building Authority Policies and Procedures Handbook is attached and incorporated by reference into this policy. Copies may be obtained from the Office of the Secretary of State and from the School Building Authority of West Virginia.

§164-1-3. Severability

3.1. If any provision of this policy and associated handbook or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this policy and associated handbook.

School Building Authority of West Virginia

Policy & Procedures Handbook

Sixth Edition—January 29, 2021
August 1, 2021

www.sba.wv.gov



Preface

The School Building Authority (SBA) was created in 1989 by the West Virginia Legislature to address the educational planning and school construction needs of the state in an efficient and economical manner. The Legislature also created a state funding mechanism that would assist local education agencies (LEAs) in the construction and renovation of new and existing facilities. West Virginia Code §18-9D established legislation that created the Authority – a governing board made up of citizens, State Board of Education members, and members of the construction trades industry. The Authority is charged with the oversight and implementation of the program and the development of policies and procedures for the governance of SBA funded projects.

The Authority has established Legislative and Procedural Rules to address ever-changing education and construction standards. Of paramount importance was the creation of a uniform long-range planning process for all school systems in West Virginia. Working cooperatively with the West Virginia Board of Education, the SBA created a process to assist counties in the preparation and development of a long-range Comprehensive Educational Facilities Plan. Each plan serves as the roadmap to establishing educational goals and objectives that meet the current and future needs of students in West Virginia by approving new school construction projects or major school renovations.

Realizing that the success of the planning and construction program could only be achieved through partnerships with those directly affected by the program, the Authority gathered input from a variety of stakeholders including educators, community and business leaders, design professionals, and the construction industry. These partnerships led to the creation of the SBA Policy and Procedures Handbook and the companion document, the SBA Quality and Performance Standards. Together, these documents guide educators and the design and construction industry through the financing, planning, and construction process for all school projects in West Virginia. For these efforts, the School Building Authority has been recognized nationally as one of the educational planning and construction leaders in the country.

The Policy and Procedures Handbook has been updated several times to react to the needs of the educational community served. The 2019 revisions of this handbook include a major reorganization to provide a sequential arrangement of procedures, a consolidation of forms, and a user-friendly approach for all LEAs, architects, and contractors. The Handbook will always be a living document and the needs of the students and staff of West Virginia schools will always drive the School Building Authority to strive for excellence in educational planning in our state.

David L. Roach
Executive Director
School Building Authority of West Virginia

~~Sixth Edition—January 29, 2021~~
August . 2021
www.sba.wv.gov

Members of the School Building Authority

Governor Jim Justice, President

Brian Abraham, Governor's Designee, Chair

Victor Gabriel, Vice Chair

Debra K. Sullivan, Secretary

W. Clayton Burch, State Superintendent of Schools

Steven Burton, Member

Robert Dunlevy, Member

Miller Hall, Member

Sandra Hamilton, Member

Kenneth Mann, Member

Chris Morris, Member

School Building Authority Staff

David L. Roach, Executive Director

Ben Ashley, Director of Architectural Services

~~Heather Brunton~~ Jordan Kirk, Chief Financial Officer

Tommy Young, Assistant Director of Architectural Services

Joyce VanGilder, Assistant Director of Architectural Services

Dana Womack, Assistant Director of Architectural Services

Angie Bradley, Coordinator of Architectural Services

Tamela Brewer, Coordinator of Administrative Services

Lisa Wilkinson, Coordinator of Financial Services

Shannon Driver, Executive Assistant

Policy and Procedures Handbook
TABLE OF CONTENTS

CHAPTERS	Page
1	COMPREHENSIVE EDUCATIONAL FACILITIES PLANNING (CEFP) PROCEDURES
	100. Comprehensive Educational Facilities Planning (CEFP) Development
	101. Comprehensive Educational Facilities Planning (CEFP) Management
	110. Annual Energy Usage Reporting Requirements
2	GRANTS, APPLICATIONS, AND FINANCE PROCEDURES
	200. Grants Overview
	201. School Construction Needs Grant Funds
	201.1. Multi-Year Funding
	201.2. Needs Reserve Grants
	202. Major Improvement Project (MIP) Grant Funds
	203. Three Percent <u>Multi-County / Statewide</u> Grant Funds
	204. Emergency Funds
	205. Distressed County Emergency Funds
	206. School Access Safety Plan Funds
	207. Economies of Scale Requirements and Waiver Guidelines
	208. SBA Funding Formula Procedures
	209. SBA Grant Contract Procedures
	210. Requirements for Grants to Supplement Energy Performance Savings Contracts
3	EDUCATIONAL PLANNING AND ARCHITECTURAL CONSIDERATIONS
	300. Project Development Requirements
	301. SBA Educational Specifications Requirements
	302. Architectural, Engineering, and Design Requirements
	303. Duties and Responsibilities of the Clerk-of-the-Works
	304. Professional Services of the Construction Analyst
	305. Professional Services of the Construction Manager
4	BIDDING AND CONSTRUCTION PROCEDURES
	400. Bidding Requirements and Procedures
	401. Construction Requirements and Procedures
	410. SBA Construction Schedule Requirements
5	PROJECT CLOSEOUT AND COMPLETION PROCEDURES
	500. Project Closeout Procedures
	501. Evaluation Criteria for Architects / Engineers, Contractors, and Construction Managers
	502. SBA Grant Closeout Procedures

Policy and Procedures Handbook
APPENDIX

CHAPTERS	Page
1 FORMS TO SUPPLEMENT COMPREHENSIVE EDUCATIONAL FACILITIES PLANNING (CEFP) PROCEDURES	
Form 100-A – Evaluation Instrument – Previous Ten-Year CEFP	
Form 100-B – Facility Evaluation Worksheets	
Spaces Evaluation & School Improvement Cost Summary	
Early & Elementary School Education (PreK-5)	
Middle School Education (6-8)	
High School Education (9-12)	
Form 100-C –CEFP Progress Report	
Form 100-D –Translating Educational Needs Into Facility Needs: County Review	
Form 100-E –Translating Educational Needs Into Facility Needs: Building Review	
Form 100-F – Translating Educational Needs Into Facility Needs: Plan Overview	
Form 100-G – Major Improvement Plan	
Form 100-H – Abandoned Schools Report	
Form 100-I – CEFP Executive Summary	
Form 101 – CEFP Application for Amendment	
Form 110 – Annual Energy Use	
2 FORMS TO SUPPLEMENT GRANTS, APPLICATIONS, AND FINANCE PROCEDURES	
Form 201 –Needs Grant Application	
Form 202 – Major Improvement Project (MIP) Grant Application	
Form 203 – Three Percent <u>Multi-County / Statewide</u> Grant Application	
Form 206 – School Access Safety Audit	
Form 207 – Economies of Scale Waiver Request	
Form 208 – SBA Maximum Gross Building Square Footage Allowance	
Form 209 – SBA Grant Contract	
Form 209-A – Requisition Form & Summary of Expenses	
Form 210 – SBA Request for Proposals (RFP) Template for ESCO Projects	
3 FORMS TO SUPPLEMENT EDUCATIONAL PLANNING AND ARCHITECTURAL CONSIDERATIONS	
Form 300 – SBA Architectural / Engineering Supplemental Requirements to AIA B101 (2017)	
Form 301-A – Summary of Spaces (Worksheet #1)	
Form 301-B – Area Space Allocation (Worksheet #2)	
Form 301-C – Building Program Utilization (Worksheet #3)	
Form 302 – Architectural / Engineering Fee Schedule	
Form 302-A – SBA Project Submission Form: Planning Phase	
Form 302-B – SBA Project Submission Form: Schematic Design Phase	
Form 302-C – SBA Project Submission Form: Design Development Phase	
Form 302-D – SBA Project Submission Form: Bidding Document Phase	
Form 303 – Daily Construction Observation Report	

4 FORMS TO SUPPLEMENT BIDDING AND CONSTRUCTION PROCEDURES

- Form 400 – SBA Supplemental Instructions to Bidders to AIA A701 (2017)
- Form 401 – SBA Supplemental General Conditions to AIA A201 (2017)
- Form 402 – Addenda Acknowledgement & Bid Certification
- Form 403-A – List of Proposed Major Subcontractors
- Form 403-B – Complete List of Subcontractors and Equipment / Materials Suppliers
- Form 404-A – Certification of Receipt of Worker Compliance
- Form 404-B – Prime Contractor’s Certification of Worker Compliance
- Form 404-C – Subcontractor’s Certification of Worker Compliance
- Form 405 – Contractor Qualification Statement
- Form 406-A – Notice of Defective or Non-Conforming Work
- Form 406-B – Resolution of Defective or Non-Conforming Work
- Form 407-A – Notice of Non-Compliance with Project Requirements
- Form 407-B – Resolution of Non-Compliance with Project Requirements
- Form 408 – Notice of Breach of Contract
- Form 409 – SBA Job Signs & Building Plaque

5 FORMS TO SUPPLEMENT PROJECT CLOSEOUT AND COMPLETION PROCEDURES

- Form 500 – Construction Closeout Procedures Checklist
- Form 500-A – Verification of HVAC Training
- Form 500-B – Square Foot Cost Analysis Report
- Form 502 – Grant Closeout Certification Form

**School Building Authority of West Virginia
Policy & Procedures Handbook**

**Chapter 1
COMPREHENSIVE EDUCATIONAL FACILITIES PLANNING (CEFP) PROCEDURES**

100. Comprehensive Educational Facilities Plan (CEFP) Development

Each Local Education Agency (LEA) shall develop a Comprehensive Educational Facilities Plan (CEFP) in accordance with the provisions described in West Virginia Board of Education Policy 6200 – Handbook on Planning School Facilities. Public hearings must be held to solicit community input into the plan. The CEFP shall be approved by the West Virginia Board of Education (WVBE) and subsequently the SBA prior to the consideration of any project listed within the CEFP.

Each LEA's CEFP shall identify specific projects that are to be completed in the next 10-plus year planning cycle regardless of funding source. Relating to the delivery of education, CEFPs must identify current and future needs and must predict life-cycle costs of systems and equipment.

100.01. The CEFP shall include the following items:

100.011. An evaluation and inventory of all existing facilities that includes facility condition assessments and building evaluation forms for each facility within the LEA. The assessments shall create comparative indexes to track building condition, utilization, and energy utilization.

100.012. Educational Planning directives that provide a standard against which existing facilities can be measured. The Educational Plan includes a system plan, a curriculum plan, an instructional plan, an operations plan, a support plan, and a personnel plan.

100.013. An analysis of the communities being served by the schools and the impact each has on the other.

100.014. Projected enrollments from a source approved by the WVDE.

100.015. An anticipated timeline for the implementation of the total plan that includes when each proposed facility action is to be taken and when each action is to begin.

100.016. Narratives on each existing school facility describing the future use and scheduled improvements.

100.017. A Major Improvement Plan.

100.018. Assurances that the LEA is in compliance with all WVDE requirements.

100.02. The LEA must work with other LEA(s) to complete Inter-County Feasibility Studies.

100.021. Each county shall submit a list of grouped, inter-county attendance areas where potential exists for cooperative utilization of a facility between or among adjacent counties. (May include multi-county facilities, i.e., magnet school, area career technical education centers, etc.). A detailed analysis of the results of this study and a facility recommendation based on its conclusion shall be included.

100.03. The LEA must provide a Synopsis of Public Comment.

100.031. Prior to submitting the CEFP to the WVBE and the SBA, one or more public hearing(s) must be held to provide broad-based community input into the plan. Notice of such hearings shall be published as a Class I legal advertisement in compliance with the provisions of West Virginia Code §59-3.

100.032. As a part of the final CEFP, sufficient documentation, including verification of public notices from the local newspapers and a synopsis of all comments received during the hearings, must be included.

100.04. The LEA must objectively evaluate the implementation of the CEFP. The LEA shall include an objective means to evaluate the implementation of the overall plan and each project included therein. The evaluation shall measure:

100.041. How each project furthers the quality educational goals of the SBA as defined in W.Va. Code 18-9D-16.

100.042. How the overall success of any project relates to the facilities plan of the county and the overall goals of the SBA.

100.043. How Amendments that initiate a major revision of the CEFP are necessary in order to justify how the plan no longer meets the goals and needs of the LEA.

101. Comprehensive Educational Facilities Plan (CEFP) Management

101.01. The CEFP is to be maintained using the resources provided by the WVBE and SBA as an ongoing and working plan. As projects are completed and maintenance is performed, changes must be reflected. It is to be updated and amended when necessary according to the implementation of the plan.

101.02. Amending the CEFP – Because the CEFP is a living document that may be updated periodically based on necessary changes both foreseen and unforeseen, and to incorporate the continually changing needs of the LEA, it is necessary to formally amend the plan.

101.021. Amendments are required for all projects regardless of the funding source if the instructional square footage is altered or the work exceeds \$50,000.

101.022. Amendments are necessary to reflect major revisions including the addition of new schools, school closures that have been or are to be approved by the WVBE, and reclassification of existing schools.

101.023. Final approval of all school closures remains the responsibility of the WVBE. Any CEFP that includes school closures must be approved by the WVBE before subsequent submission / approval by the SBA.

101.024. Amendments that involve major revisions to the plan must include an Objective CEFP Evaluation instrument to further justify the need for the revision.

101.03. Budget Amendments to the CEFP – Amendments to reflect the change in an identified project(s)' budget or scope of renovations shall be determined by the WVDE Office of School Facilities and/or the SBA staff.

101.04. LEAs are encouraged to engage and work with members of the SBA staff for guidance and information. The open lines of communication may streamline state approval of the CEFP.

110. Annual Energy Usage Reporting Requirements

110.01. Because energy use is often one of the largest operating expenses that an LEA must absorb, energy data must be measured so that it can be controlled. On all SBA-funded new schools or major renovation projects involving a total HVAC renovation or replacement, annual energy usage data is to be gathered and reported. Individual schools will be given an Energy Usage Index (EUI) benchmark for tracking purposes with the goal of reducing energy demand in the coming years.

110.02. Energy usage data shall be gathered and submitted annually to the WVDE and the SBA using the Annual Energy Use form. This data shall be compared to the benchmark data from the prior years. This annual data should give each LEA an understanding as to which systems and equipment may deserve prioritization when determining future projects.

110.03. Energy usage and conservations shall not come at the expense of an uncomfortable thermal environment for students, teachers, administrators, and other building users. Chapter 11 of the WVDE Policy 6200 – Handbook on Planning School Facilities sets environmental conditions that govern the design and operation of all school facilities.

**School Building Authority of West Virginia
Policy & Procedures Handbook**

**Chapter 2
GRANTS, APPLICATIONS, AND FINANCE PROCEDURES**

200. Grants Overview

The School Building Authority has several grants available for distribution during a fiscal year. With the exception of the Emergency Fund and the Distressed County Emergency Fund, a project that is to be considered for SBA funding must be a part of an approved CEFP.

200.01. Each LEA is responsible for determining in its CEFP the specific project funds for which SBA funds will be requested. Each project proposal to the Authority must address deficiencies and areas for improvement. As project proposals are developed, LEAs must review their Education Plan, ongoing costs associated with operating and maintaining the existing facility(s), current and projected enrollments, and Fire Marshal / BRIM citations.

200.02. To ensure grant requests are funded at an appropriate level to complete all proposed work, budgets for project proposals must be established by a licensed Architect / Engineer (A/E) or a professional cost estimating service.

200.021. This requirement may be waived by the SBA if only certain components of a building are to be replaced as a part of a project proposal that do not affect structural integrity, HVAC design, ADA compliance, or any other applicable building code. The LEA may carefully consider obtaining quotations directly from a vendor(s) for the completion of the proposed work in a manner that meets the LEA's purchasing requirements.

200.022. The decision to forego the use of a licensed Architect and/or Engineer for the design of the project is solely that of the LEA.

200.03. Grant requests may not exceed the SBA funding formula unless innovative curriculum offerings are proposed which require additional square footage, and prior approval is obtained from the West Virginia Board of Education and the Authority.

200.04. The SBA staff is charged with using all available resources to objectively evaluate each project proposal in order to make funding recommendations to the Authority that exhibit a prudent, resourceful, economic, and efficient expenditure of state funds. It is recommended that LEAs engage the SBA staff and provide all critical project information in order for the SBA staff to make quality, well-informed recommendations to the Authority.

200.05. The Authority will receive the recommendations of the SBA staff and take all disclosed information into consideration when making funding decisions.

200.051 The Authority, as a body, must consider the merits of each project proposal. In order for each LEA to receive a fair, impartial, and objective evaluation of its proposed project(s), and in order to maintain a high level of ethical standing in regard to the operation of the Authority as an unbiased and equitable body, no single Authority Member or group of Authority Members may act on behalf of the entire Authority, without prior vote of the Authority, in communication with any LEA that has submitted or intends to submit a grant request.

200.06. Matching Funds – Unless designated within the specific guidelines of a particular fund, local matching funds included within a School Building Authority project grant proposal are not required. LEAs should, however, consider the funding limitations of the SBA and the available local funds when submitting a project proposal given the Authority's desire to further the agency's reach statewide.

200.07. Grants must be awarded by the Authority during a regularly scheduled quarterly meeting, a special meeting, or an emergency meeting. The SBA staff is charged with establishing submission deadlines given the Authority's direction on when particular grants shall be awarded. Projects not received by the deadline established will not be considered.

200.08. Grants available for distribution include:

- School Construction Needs Grant Funds
 - Multi-Year Funds
 - Reserve Grants
- Major Improvement Project (MIP) Grant Funds
- Three Percent Grant Funds
- Emergency Funds
- Distressed County Emergency Funds
- School Access Safety Plan Funds

200.09. Site Feasibility – Prior to the award of a grant from any fund, the LEA must provide assurances to the Authority that a feasible site has been identified or secured. The LEA may obtain an option to purchase the land at the time the project is presented to the Authority, however, prior to the execution of the grant contract, the LEA must own the land in which the project will reside.

200.091 Site feasibility studies shall be performed on all sites being considered for new school construction. Feasibility studies shall include, but not be limited to:

- a. Utility availability,
- b. Subsurface soil conditions,
- c. An estimate of probable cost to prepare the site for building construction
- d. Suitability of the site with respect to site selection requirements of WVBE Policy 6200

200.092. The site feasibility study along with the recommendation for the preferred site must be submitted to the SBA for evaluation and review before submitting a grant request.

200.093. Should the local board of education desire to construct the new facility on a site where construction costs are estimated higher than those deemed reasonable and customary by the SBA for a school of similar size, all additional costs to prepare the site for construction of the school shall be the responsibility of the LEA.

200.10. The Authority shall not approve any Grants or Amendments to Grants which include the funding of real estate acquisitions with grant proceeds.

200.11. Consolidations – Proposed projects that involve the permanent closure and consolidation of a school must complete all WVBE requirements for school closings or consolidations prior to grant award by the Authority. This shall include but is not limited to: CERP approval or CERP amendment approval, closure hearings, approval by the local board of education, approval by the WVBE.

200.111. If a project is submitted to the SBA for funding consideration and the local board of education or the WVBE subsequently rejects the closure application, the SBA project application shall immediately be deemed ineligible for funding in the current funding cycle.

201. School Construction Needs Grant Funds

201.01. School Construction Needs Grants shall be allocated and expended on the basis of need and efficient use of resources.

201.02. Each county is responsible for determining in its CEFP the specific project(s) for which SBA School Construction Needs Funds will be prioritized and requested. This individual project will be fully developed by the county working with the SBA staff, in regard to the issues indicated in West Virginia Code §18-9D-16(a)(3)(D).

201.03. School Construction Needs Fund grant requests will be developed, reviewed, verified, and selected based on the following requirements:

201.031. Development of the Competitive School Construction Fund Project.

a. Each county shall work with the SBA staff to evaluate the needs of the county's facilities based on the conditions described in the CEFP. Discussions should focus on the project's impact on the county's preventative maintenance plan, and the impact on county's efforts to operate more efficiently.

b. The proposed project, whether it is a new facility or an addition/renovation, should focus on improving efficiencies within the school district and shall be developed with integral involvement of the SBA staff.

(1) Should the county desire additional square footage for enhanced educational offerings above the SBA funding formula or to utilize property with abnormal site conditions, additional local funds may be needed to complete the desired increase in project scope or a request for a waiver must be submitted and approved by the State Superintendent of Schools and the SBA prior to submitting the Needs grant application.

(2) If the proposed project is to be an addition, renovation, or mechanical/electrical system upgrade to an existing facility, the SBA staff shall assist in developing an understanding of the desired scope of work with the involvement of architecture / engineering design professionals.

c. Once an understanding of the proposed project scope has been developed, the SBA staff may offer assistance with the completion of the required documentation to ensure an accurate representation of the proposed project is submitted for SBA funding consideration.

201.032. Review of the competitive school construction fund projects

a. The SBA staff will evaluate the school construction fund projects grant applications in accordance with the provisions outlined in West Virginia Code §18-9D-16 as well as the mission and goals of the Authority as in §18-9D-15.

201.033. Verification of Evaluations of Existing Facilities

a. An on-site evaluation report will be prepared by the SBA staff for all Needs projects grant requests throughout the state as identified by the Authority. This report will:

- (1) Verify the scope of the project
- (2) Assess cost estimates of proposed facilities
- (3) Evaluate the feasibility of the project
- (4) Consider the option of new vs. renovation

(5) Address transportation and demographic issues

b. During the on-site review and prior to the County Superintendent interview with Authority members, the SBA staff may offer assistance and suggestions to aid in the thoroughness of the interview.

201.034. The SBA staff's on-site evaluation report will be provided to the Authority as a supplement to the information provided in the Superintendent Interviews meetings.

201.035. Administrative Interview – Before the Authority interview and ask questions of the project from the counties requesting the grants. Superintendents and county board presidents will be asked to appear before the Authority to make presentations regarding their individual projects and to answer questions of the Authority members.

a. Purpose of the Interviews:

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

b. Interview Format:

- (1) A short presentation by the county administration emphasizing both the severity of need the project will address and the positive effects of the proposed solutions should the project be funded.
- (2) Questions will be asked by the Authority members concerning the project.
- (3) Prior to the meeting, the SBA staff will establish time limitations of approximately fifteen minutes for each county's interview. The Authority encourages strict adherence to these time limitations.
- (4) LEA representatives may provide handouts and/or photos that will help clearly address the need of this project, its impact on the quality of education, and any efficiencies the administration may gain.

201.036. After these steps are completed, the SBA staff will gather and compile sufficient data to create a recommended priorities list based upon the provisions set forth in West Virginia Code §18-9D-16(a)(3)(D). This data will be given to the Authority to make decisions as to which projects will be funded through School Construction Needs Grant Funds.

201.037. Prior to final action on approving projects for funding, the Authority shall submit a certified list of the projects to the Joint Committee of Government and Finance.

201.038. Using all data, information, and recommendations made available by the SBA staff, the Authority will determine the number of projects to be considered in each funding cycle and award meritorious projects to the extent funds are available.

201.1. Multi-Year Funding

201.11. Pursuant to the provisions listed in West Virginia Code §18-9D-15(n), at the discretion of the Authority with the advice of the SBA staff, Needs projects may be awarded using funds from multiple funding cycles.

201.2. Needs Reserve Grants

201.21. Pursuant to the provisions listed in West Virginia Code §18-9D-15(n)(3), at the discretion of the Authority with the advice of the SBA staff, the Authority may choose to award up to \$500,000 in Needs Reserve Grant funds.

201.211. Needs Reserve Grants may be awarded by the Authority to allow an LEA to complete the financial planning process for the proposed project(s) prior to funding the full request. Needs Reserve Grant Funds reflect the Authority's full approval of the project scope and unless otherwise specified by the Authority or SBA staff, do not require the LEA to return the following year to apply, interview, and compete for School Construction Needs funds.

202. Major Improvement Project (MIP) Grant Funds

202.01. Major Improvement Project (MIP) Grant Funds shall be allocated and expended on the basis of need and efficient use of resources to county boards of education, the State Board of Education for certain statewide educational facilities, and/or administrative councils of area career technical education centers for facility renovations, maintenance, and construction projects. In so doing, both short and long-term effects of building repairs and maintenance will be considered.

202.02. Grant award amounts must be greater than fifty thousand dollars but may not exceed \$1,000,000 or West Virginia code limitations.

202.03. Projects selected for funding by the SBA must be included in an approved Major Improvement Plan as a part of the LEA's current CEFP.

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

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

202.033. The Major Improvement Plan within the CEFP shall address the renovation, repair, and safety upgrading of existing facilities, and equipment, building systems, utilities, and other similar items in connection with renovations, repair, and upgrading of facilities.

202.04. Major Improvement Projects may not include such items as books, computers, equipment used for instructional purposes, fuel, supplies, routine utility service fees, routine maintenance costs, ordinary course of business improvements, and other items which are customarily deemed to result in current or ordinary course of business operating expenses.

202.05. Funding will not be distributed to any county board that is not prepared to commence expenditures of such funds during the fiscal year in which monies are distributed. Grant funds allocated to a county board shall be available for a period of two years. Without an approved grant extension request, any funds which are unexpended after a two-year period shall be redistributed by the SBA in the next funding cycle.

202.06. Major Improvement Plans within the CEFP should address the following key elements:

- 202.061. Sets Goals and Objectives based on the following criteria:
- a. Improves health and safety to meet all codes and quality standards
 - b. Improves the facility(s)' ability to deliver the instruction program
 - c. Increases the life expectancy of building components by establishing or improving a plan for reactive and preventative maintenance
 - d. Assures the prudent and resourceful expenditure of local and state funds
 - e. Establishes staff training programs for effective maintenance and custodial methods

202.062. Reviews Historical Data Regarding Previous Building Improvement Activities

a. A survey of the previous five-year building improvement activities must be performed to provide a historical baseline of expenditures and improvements. Previous maintenance budgets and records of building improvements can be used to identify where funding has been concentrated, where the greatest needs may exist, and the scope of future countywide improvements.

b. County maintenance expenditures should be comparable to the average regional and national square footage costs and reflect sufficient funding to adequately support the number of facilities being maintained. When insufficient funding is discovered, a plan of action should be implemented to address the shortfall. Areas of consideration should be:

1. An increase in local building improvement funding
2. More efficient use of funds
3. Increased performance of the in-house staff (i.e., staff development)
4. Additional staff or assistance through contracted maintenance
5. A more efficient use of facilities
6. Life cycle cost analysis to help identify the most cost-effective means to improve

maintenance activities

202.063. Includes a Maintenance Plan that addresses specific needs of each facility by identifying building maintenance and improvement strategies that will improve the health and safety of the facility's users and extend the building's useful life. Major components of the Maintenance Plan are:

a. A List of Deficiencies and Priorities which shall include a list of site-specific building deficiencies prioritized by need as reflected in the goals and objectives of the major improvement plan. Such priority list shall be one of the criteria to be considered by the Authority in determining how available funds shall be expended.

b. Methods for Performing Maintenance that identify the most cost-effective manner of performing the vital maintenance program. Special emphasis must be given to staff development for in-house maintenance staff and the development of experience and qualification requirements for contracted maintenance services.

c. Maintenance Plan Cost Summary that includes the annual and long-range cost of implementing the maintenance plan as well as the anticipated expenditures should the program not be implemented must be included in the plan.

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

202.064. Includes a plan for financing the Major Improvement Plan which identifies the funding source for each project regardless of the immediate availability of the proposed funding. Additionally, the following criteria should be considered when preparing the financial strategy to implement the plan:

a. Major Improvement Plan funding should not be used for projects in schools/facilities targeted to close within the CEFP.

b. Student-occupied facilities shall be given first priority for improvements.

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

202.07. Major Improvement Project (MIP) Submission, Review, and Selection Procedures

202.071. Projects shall be developed and submitted according to the established criteria in W.Va. Code §18-9D-16 using the MIP Executive Summary Submission Form. All data provided must reflect an accurate representation of the proposed project. Supportive data for projects submitted for funding consideration are required to show how the project meets the requirements of the LEA's Major Improvement Plan and sufficient data must be included to address how the current facilities do not meet and how the proposed project does meet the goals as established in §18-9D-16(a)(3)(D).

202.072. All submitted MIP Projects will be reviewed and evaluated by the SBA staff using the evaluation criteria as outlined in §18-9D-16(a)(3)(D). On-site visits will be performed as necessary to familiarize the staff with all aspects of the project and to verify the submitted data. Interviews by the SBA staff will be held with the superintendents or project representatives for statewide or area career technical projects when additional information regarding the specifics of the proposal is needed. After the staff review process is complete, the project data will be provided to the Authority for final consideration. The staff review will include a recommended priorities list of statewide projects for SBA consideration.

202.073. Using all data, information, and recommendations made available by the SBA staff, the Authority will determine the number of projects to be considered in each funding cycle and award meritorious projects to the extent funds are available.

203. ~~Three Percent~~ Multi-County / Statewide Grant Funds

203.01. Up to ~~Three~~ Ten percent (~~3%~~ 10%) of the total funds available to the Authority for distribution from the School Construction Fund during any cycle may be utilized to award ~~Three Percent~~ Multi-County / Statewide Grants. ~~Three Percent~~ Multi-County / Statewide Grants shall be allocated and expended on the basis of need and efficient use of resources.

203.02. Facilities eligible for ~~Three Percent~~ Multi-County / Statewide Grant funding include:

203.021. Facilities that serve the statewide educational community.

203.022. Facilities that house educational programs under the direct jurisdiction of the West Virginia Board of Education.

203.023. Multi-County career technical education centers.

203.03. Projects shall be developed and submitted according to the established criteria in W.Va. Code §18-9D-16 using the ~~Three Percent~~ Multi-County Project Executive Summary Submission Form. All data provided must reflect an accurate representation of the proposed project.

203.04. All submitted ~~Three Percent~~ Multi-County / Statewide Grant Fund projects will be reviewed and evaluated by the SBA staff using the evaluation criteria as outlined in §18-9D-16(a)(3)(D). On-site visits will be performed as necessary to familiarize the staff with all aspects of the project and to verify the submitted data. Interviews by the SBA staff will be held with project representatives for statewide or career technical education center projects when additional information regarding the specifics of the proposal is needed. After the staff review process is complete, the project data will be provided to the Authority for final consideration. The staff review will include a recommended priorities list of statewide projects for SBA consideration.

203.041. The SBA staff will consult with the WVDE's Office of School Facilities & Transportation's Staff prior to making recommendations to the Authority.

203.05. Using all data, information, and recommendations made available by the SBA staff, the Authority will determine the number of projects to be considered in each funding cycle and award meritorious projects to the extent funds are available.

204. Emergency Funds

To receive Emergency Funds from the SBA, the LEA must meet the following eligibility criteria and must follow the application process as follows:

204.01. Eligibility Criteria

204.011. The emergency situation must have been generated by an Act of God, i.e., fire, wind, flood, storm, earthquake, etc.

204.012. Federal, state, and local funds for emergency repair/replacement must have been identified and exhausted.

204.013. All insurance claims must have been filed and amount of settlements determined. Insurance should be at the cost of replacement level or at the highest level available.

204.02. Application Process

204.021. Immediate Notification

1. If it is anticipated that SBA funds will be requested, immediate notification and involvement of the SBA staff is required.

2. Within 10 days of the emergency, the county must submit to the SBA a detailed report to describe:

- a. the extent of the damages,
- b. the effect of the damages on the educational program, and
- c. the temporary measures taken to provide services to students.

204.022. Formal Application Process

1. The county must submit to the SBA documentation to verify the eligibility of the project based on the eligibility criteria above. Support data must be provided to verify estimates of costs.

2. A facility plan designed to repair or replace the damaged properties must be submitted to the SBA. The facility plan must include data regarding:

- a. effect of the project on the educational plan, and
- b. detailed description of work to be completed.

3. A Finance Plan for the project must be submitted to the SBA. The plan is to include:

- a. Amount and description of local funds committed to the project,
- b. Amount and description of federal funds available for the project,
- c. Amount of any insurance settlement from the damages,
- d. Amount of funds available from all other sources, and
- e. Amount requested from the SBA.

4. All data must be submitted at least two weeks prior to the SBA meeting at which the request will be presented. This will provide time for staff review and visitation.

5. Any grant from the SBA Emergency Fund is subject to the approval of the Authority and shall not exceed two million dollars (\$2,000,000). The county superintendent must appear before the SBA with a formal proposal presentation regarding the request for funds.

205. Distressed County Emergency Funds

205.01. Pursuant to the provisions as listed in West Virginia Code §18-9D-4d, at the discretion of the Authority with the advice of the SBA staff, the Authority may choose to award Distressed County Emergency Funds.

205.02. To be eligible to receive SBA funds from the Distressed County Emergency Fund, a county must be considered “financially distressed” meaning a county is either in deficit or on the most recently established watch list by the WVDE Office of School Finance of those counties at-risk of becoming in deficit.

205.02. A financially distressed county board of education is eligible for reimbursement by the SBA for expenditures in order to keep the school(s) or major core spaces within a school open and operational.

205.03. Application Process

205.031. The Superintendents of eligible counties must notify the SBA staff immediately of the emergency facility needs. SBA staff representatives shall visit the affected school(s) in a timely manner to verify the level of need.

205.032. Before expending local funds, all other federal, state, or other potential funding sources for emergencies must be exhausted.

205.033. Eligible county boards of education must submit a letter of request for a grant allocation from the Fund. Each letter shall include the following:

- a. Name of the school(s) affected
- b. Description of the proposed solution
- c. Estimate of probable cost or invoice for work/services performed
- d. Description of the necessity for a grant from the Distressed County Fund

205.034. The SBA staff may inspect all maintenance or inspection records related to the county board of education’s request.

205.035. Using the guidance of the WVDE’s Office of School Finance, the Authority may require additional information regarding the county board of education’s annual budget.

205.036. The Authority will consider requests brought by the SBA staff on behalf of the county boards of education in a special emergency meeting or a regular quarterly meeting.

206. School Access Safety Plan Funds

When funding for School Access Safety Improvements for schools in West Virginia is made available from an earmarked allocation from the West Virginia Legislature, the following criteria apply:

206.01. To qualify for School Access Safety Funding, each county board of education shall develop a School Access Safety Plan. The plan must be incorporated into the county CEFP. An approved School Access Safety Plan is required prior to the distribution of state funds for a project pursuant to the requirement of West Virginia Code § 18-9F. Counties shall form a Countywide Council on Productive and Safe Schools that includes LEA and school leadership, first responders, and community members.

The School Access Safety Plan shall be prepared in consultation with the Countywide Council on Productive and Safe Schools. Once completed, the School Access Safety Plan shall be submitted to the SBA for review and approval in order to qualify for School Access Safety funding. The plan shall be amended annually to summarize activities and to identify progress being made on projects in the plan. The School Access Safety Plan shall become part of the county comprehensive educational facilities plan and together address the safety upgrading of existing facilities and equipment, building systems, utilities, and other similar items in connection with improving the overall access safety and security of the facility. Projects must directly address planning, deterrence, detection, delay, and communication issues associated with the ingress and egress of pupils, school employees, parents, visitors, and emergency personnel at the schools.

A School Access Safety Audit will be performed and become an integral part of the plan. The SBA-approved audit format must be used. The audit must be performed prior to formulating the School Access Safety Plan to establish a basis for current conditions and formulation of the plan. In so doing, both short- and long-term effects of building access safety improvements will be considered.

School Access Safety funding shall be provided by the Authority on the basis of net enrollment and the efficient use of state funds for school access safety improvement projects. In order to secure School Access Safety funding, an amount equal to or exceeding 15% of the funding available to the county as a local match will be required. Should a county board feel it cannot fulfill the 15% local match requirement, the county board of education may submit a financial hardship waiver request to the WVDE for review and consideration. Upon review and approval of the request by the WVBE, the Authority shall waive the local match requirement and distribute the funding upon approval of the School Access Safety project by the Authority.

Each county board will be notified on or before May 1 of each year as to the availability of School Access Safety funds. With this notification, the amount of funding and timeline for project submission will be provided. A county board of education may use up to twenty percent (20%) of the allotted Safe and Drug Free Schools (Title IV) funds as part of the 15% required local matching funds. Additional Title IV funding may be used to provide training for staff and students as outlined in the Title IV Section of the County Five Year Strategic Plan and approved by the West Virginia Department of Education.

All projects submitted to the Authority for funding consideration must be compatible with the county CEFP goals and objectives as well as the overall goals of the Authority and the School Access Safety Plan.

Funding will NOT be distributed to any county board that does not have an approved School Access Safety Plan, does not have the 15% matching funds available, and is not prepared to commence expenditure of funds during the fiscal year in which monies are distributed. If a hardship waiver is approved, the 15% matching funds will not be required.

To encourage county boards to proceed promptly with School Access Safety Planning and the expenditure of School Access Safety funding, the SBA will require that approved grant funds be expended within one year of the allocation. Should extenuating circumstances exist, as determined by the SBA, that would prevent the county board from expending the funding within the one year, the SBA may authorize an extension beyond the one year for a period not to exceed six months. Any funds forfeited shall be added to the total funds available for all counties in the School Access Safety Fund for future allocation and distribution by the Authority.

206.02. School Access Safety Plan

The School Access Safety Plan shall include the recommendations and guidelines developed by the Countywide Council along with the county board's assessment of the improvements necessary to improve school access safety. The plan shall address the access safety needs of all school facilities and include a projected school access safety repair and renovation schedule. The plan must be approved by the SBA prior to the distribution of state funds. The School Access Safety Plan must be submitted to the SBA for review and approval prior to submitting projects.

The SBA will require the School Access Safety Audit be addressed first, and once completed, the audit will be required to be submitted to the SBA for review and approval prior to proceeding with the remainder of the plan. A preliminary plan and plan outline must then be submitted to the SBA office for review and comment to ensure the plan contains all key elements identified in the plan outline. This process is a prerequisite to qualifying for School Access Safety funding. The preliminary plan shall also include the name and contact information for the Countywide Council on Safe and Productive Schools and the contact information for the members of the School Safety and Security Committee. Each preliminary plan must include a uniform emergency management policy that describes the county's notification procedures to be followed in the event of an emergency at each school. It will also include an example of signage to be prominently displayed at each school giving the procedures to follow in the event of an emergency as well as contact numbers for emergency assistance. The preliminary plan will be reviewed by the SBA and comments will be provided that will direct the county to continue on the basis of the approval of the preliminary plan or to address additional SBA comments and resubmit the preliminary plan for a second review.

The School Building Authority staff will evaluate the final School Access Safety Plan and recommend approval to the members of the Authority. Once the plans are approved, the county board will submit the list of projects anticipated each funding cycle to the Authority for funding consideration. The Authority will consider whether the proposed projects are in furtherance of the School Access Safety Plan and in compliance with the guidelines established by the Authority. Consideration will also be given by the Authority as to whether the project will assure the prudent and resourceful expenditure of state funds, whether the project advances student health and safety, and if the project addresses regularly scheduled preventive maintenance or updates of existing access safety equipment or building components. Each county board receiving funds pursuant to this article shall conduct an annual on-site inspection and submit an audit review to the State Board of Education. The inspection shall be conducted in accordance with the provisions of the Department of Education's Handbook on Planning School Facilities.

206.03. Detailed Requirements for Each Section of the School Access Safety Plan

206.031. Goals and Objectives of the School Access Safety Plan

Each county board of education qualifying for School Access Safety funding shall formulate goals and objectives to be accomplished by the School Access Safety plan. The goals and objectives shall reflect an objective means to resolve deficiencies cited within the School Access Safety Audit. While it may be impossible to prevent all intruders in schools, it is incumbent upon school administrators to implement

policies and procedures that will deter, detect, and delay unauthorized persons attempting to enter school property. Should an intruder gain access, an effective means of communicating to students, staff, the West Virginia State Police, local law enforcement officials, and the community must be developed. Based on these basic assumptions, the following must be addressed within the plan:

1. Site Security

- a. Limited access to school sites, where possible
- b. Elimination of visual barriers blocking views to entrance driveways and pedestrian walkways
- c. Signage, including door and room numbers visible from the outside of the facility
- d. Structural barriers to control vehicle access to student gathering areas and building entrances
- e. Preparation of diagrammatic school plans that illustrate site utility locations, play areas, parking, bus loading areas, building locations with entrances labeled
- f. Informational strategies shared with law enforcement
- g. Implementation, where possible, of a closed campus program to help protect students and staff at the school

2. Building Security

- a. Controlling access from pre-assigned entrances to the school
- b. Establishing a controlled point of entrance at pre-assigned doors
- c. Establishing visitor monitoring and identification process
- d. Providing security for primary and secondary entrances
- e. Monitoring entrances and controlling visitor entrances
- f. Identifying all door entrances (numbering inside & outside)
- g. Upgrading doors and hardware
- h. Installing alarm systems
- i. Installing two-way communication capability
- j. Providing diagrammatic layouts of the building that indicate all rooms with room numbers, interior and exterior doors with door numbers and the direction of the door swing, main utility shut-offs, and other pertinent information that would be provided to emergency management personnel should they be needed at the school. Additionally, the building common areas should be color-coded to allow quick identification and all school safety signage should match the color code of the common area.

3. Communication

- a. Establish two-way communication between administrative areas and classrooms
- b. Establish notification procedures between school and local law enforcement
- c. Establish protocol for shelter in place and building lockdown should an intruder enter the building
- d. Consent from the Countywide Council and advice from the Countywide Council on Productive and Safe Schools
- e. Establish an evacuation plan for each facility and communicate the plan to school staff and parents or guardians.

206.032. School Access Safety Audit

Each county will be responsible for conducting an audit to review the current state of access safety in all schools prior to preparing the School Access Safety Plan. The School Access Safety Audit shall be performed using the SBA-approved audit format. The audit will help identify school access safety deficiencies and help the Countywide Council on Productive and Safe Schools begin to formulate the basis of the School Access Safety Plan. Based on this information and the goals and objectives of the plan, a list of priority projects that will improve and control access to schools can be formulated.

This audit, at a minimum, will:

- a. Establish procedures for identifying problems and recommending solutions for school access safety deficiencies
- b. Evaluate current deterrents that discourage, hinder, or impede intruders from entering school buildings and grounds
- c. Inventory existing detection and control devices and alarm systems
- d. Evaluate current physical barriers that slow and impede unauthorized acts once detected
- e. Identify improvements necessary to existing communication equipment
- f. Establish a chain of command at the school and county level for effective communications with the local school, county, and emergency management and law enforcement agencies.

206.033. Countywide Inventory of Each Facility and Associated Reporting

1. Each county board shall provide an estimate of probable cost to correct identified deficiencies using the School Access Safety Repair and Renovation Schedule. The individual school costs shall be amended into the current CERP Finance Plan and recorded as a separate total dollar amount for each school. These deficiencies and costs will be reviewed annually and updated as a part of the local board annual update report provided to the SBA and the State Department of Education. The audit must also be included in the plan and performed in cooperation with local law enforcement and emergency services. Copies of the audit including building name, address, and number of students and staff must be provided. A building diagram must be provided to the West Virginia State Police, local law enforcement, the Department of Military Affairs and Public Safety, Division of Homeland Security and Emergency Management, West Virginia Department of Education Office of School Facilities, and the State Fire Marshal's Office in an electronic format. Include a chain of command list of individuals at the school and county level along with phone numbers. The diagrams must include the current room layouts, location of windows, doors (with swing direction), and all utility entrances and shutoffs. All new school (and existing schools, if available) as-built drawings must be secured in a central location identified in the School Access Safety Plan and must be available to emergency responders upon request. The Department of Education will verify the location and condition of the as-built drawings for all new schools during its annual maintenance and custodial reviews and report findings to the SBA office.

2. A countywide inventory of each school facility's interior and exterior classroom and administrative doors shall be performed. The inventory shall include:

- a. The number of controlled points of ingress to the school
- b. The number and placement of exterior doors and windows
- c. The inventory and condition of all monitoring systems on exterior doors
- d. The location and condition of automated locking devices
- e. The availability of two-way communication between points of ingress to the school
- f. The availability of alarm hardware and/or remote visitor access systems on points of ingress
- g. The overall condition of the doors

3. The following reports must be included within the plan:

- a. A copy of the current status of crime committed on school grounds
- b. A projected school access safety repair and renovation schedule for all schools
- c. A prioritization process for all projects in the plan
- d. An itemized cost summary for recommended improvements
- e. A regularly scheduled preventive maintenance plan for safety and security equipment

206.034. Identification of a School Safety and Security Committee

Each school shall have a School Safety Committee that will meet at least annually to review matters of school safety and make recommendations for the improvements of school access safety at the school and community level. The committee shall be made up of members of the school administration, teaching staff, school counseling staff, if available, student representation (at the secondary level, only), a Local School

Improvement Council representative, a parent representative, the West Virginia State Police, local law enforcement, local emergency services, and the community at large. The local School Safety Committee will prepare a baseline audit and provide an annual report based on its inspection of the facility to the superintendent regarding school safety and security on or before October 1 of each school year. The report will include a summary of the school access safety projects completed or in progress and the committee's assessment of the project's effectiveness. The committee will review the school safety needs as they relate to the existing School Access Safety Plan and make recommendations for amendments to the plan. The superintendent and staff will review the committee recommendations and recommend amendments to the plan, if required. The annual update to the plan provided to the SBA and the State Board of Education will reflect proposed new projects, completed projects, and/or amended projects in the plan.

206.035. Summary of Projects within the Plan

The School Access Safety Audit will identify deficiencies at each facility with regards to school access safety. Projects proposed in the plan will be identified for each facility and the estimate of probable cost will be provided. Initially, the project costs will be listed on a separate document and placed in the School Access Safety Plan section incorporated into the countywide comprehensive educational facilities plan (CEFP). Approved expenditures include the cost of equipment, machinery, installation of utilities, necessary renovation and attention to existing facilities, design fees and associated costs for building improvement packages directly related to the project. Alterations to ingress and egress must meet all building codes including West Virginia Fire Code and Life Safety Code 101 and must be approved by the State Fire Marshal. Professional architectural and engineering services may also be required when substantial building alterations are planned to improve the school access safety. All projects identified in the plan will be prioritized using the prioritization process within the existing county CEFP. The SBA School Access Safety Repair and Renovation Schedule will be used to identify projects at each school. The project cost summary sheet must also identify all funding sources proposed for each project.

At the conclusion of the current planning cycle, the School Access Safety Plan projects will be incorporated into the next CEFP and will then be included along with other improvement projects in the plan on the School Improvement Cost Summary sheets. School Access Safety projects will be identified on the Cost Summary Sheet. Each project within the plan must further the overall goals of the School Access Safety Plan and the goals and objectives of the School Building Authority.

206.036. Finance Plan

Initially, the finance plan for the School Access Safety Plan will be included in a separate chapter of the countywide CEFP. This information will be incorporated into the finance plan for the new ten-year CEFP. The SBA School Access Safety Repair and Renovation Schedule will be used to identify projects, priorities, completion dates, costs, and funding sources in the finance plan. A cost summary of each implemented project along with the identified funding source(s) must be provided, including the required local matching funds. The summary of the School Access Safety Plan cost should total the individual project cost totals including all soft costs, where applicable.

206.037. Annual Update

Each county board shall provide the SBA an annual update of the progress on the plan. The update shall be incorporated into the county's CEFP Annual Update and shall include a list of completed School Access Safety Plan projects and a list of proposed projects. School Access Safety diagrams must also be updated annually if there are structural changes made in the school. This will require annual reviews by the county facility personnel to ensure accurate building information is always available to emergency responders. Should there be new projects and the plan requires amendments, the SBA/WVBE amendment procedures must be followed. Additionally, the annual update should include amendment information that relates to the new projects. The SBA School Access Repair and Renovation Schedule must be used to record the projects initially and updated annually as required.

206.038. Objective Evaluation of the Implementation of the School Access Safety Plan

The School Access Safety Plan shall include an objective means to be utilized in evaluating the implementation and effectiveness of the plan and each project included in the plan. The evaluation shall measure how:

1. Each project furthers the goals and objectives established for the plan,
2. Completed projects within the plan contribute to improving school access safety, and
3. The School Access Safety training and drills help prepare students and staff for emergency response to intruders in the school.

206.039. New School Design Recommendations

Where SBA funding is provided for the design and construction, all new schools shall be designed and constructed using Crime Prevention Through Environmental Design (CPTED) concepts that also address School Access Safety. Additionally, when major additions and renovations occur at existing schools, these same design concepts must be incorporated into the project scope of work. The School Access Safety design issues identified in the School Access Safety Audit must also be incorporated into new school designs. Local law enforcement and emergency services officials should be consulted during the planning phase of the new school design to provide input regarding emergency services. All school designs must be submitted to the SBA for review and comment as provided for in the SBA Guidelines and Procedures Manual.

206.0310. School Design Updates

The State Office of Homeland Security maintains digital mapping and vulnerability and risk assessments for all schools. As a result, all West Virginia schools are being evaluated and mapped in accordance with provision of the Division of Military Affairs and Public Safety (DMAPS) and the State Office of Homeland Security. Funding has been provided for the initial survey and mapping. However, this program will only be effective if the building design characteristics are kept current. Therefore, it will be the county board of education's responsibility to update the building designs when they are altered from the design in place when the initial survey occurred. As a part of the CEFP annual update, counties are required to provide assurances that building design alterations that materially affect the building area, layout, or change the initial data collected by the digital mapping is are changed. This information shall be forwarded to the State Office of Homeland Security upon completion of the project and provided annually for all other school remodeling.

206.0311. SBA Review of School Access Safety Projects

As funding becomes available, the SBA will notify county boards of the submission schedule for projects. The amount of funding for each county will be provided to allow counties to match their project scope of work with the funding available. The SBA will review each project based on the following:

1. How the School Access Safety Project advances student health and safety needs
2. How the School Access Safety Project will assure prudent and resourceful expenditure of state funds
3. How the project furthers the overall goals and objectives of the School Access Safety Plan, the county board's CEFP and the overall goals and objectives of the SBA.

207. School Building Authority Requirements for Economies of Scale

207.01. Student Enrollment Requirements to Meet SBA Guidelines for Economies of Scale (EOS)

The following table indicates the enrollment needed for a school to be eligible for SBA funding without the need for an economies of scale waiver. This size is based upon the school’s grade structure. The recommended school sizes to effectively meet economies of scale are as follows:

Pre-Kindergarten (Pre-K) & Kindergarten (K)	Two classes per grade level – 20 students per class
Grade levels 1-8	Two classes per grade level – 25 students per class
Grade levels 6-8	125 students per grade level
Grade levels 9-12	150 students per grade level

207.011. The following chart below represents typical grade configurations and the minimum enrollment requirements to meet economies of scale.

Grade Configuration	100% Enrollment Required
---------------------	--------------------------

ELEMENTARY SCHOOLS

Pre-K – 2	180
Pre-K – 4	280
Pre-K – 5	330
Pre-K – 6	380
Pre-K – 8	480
Pre-K – 12	1,080

MIDDLE SCHOOLS

5 – 8	425
6 – 8	375

HIGH SCHOOLS

6 – 12	975
7 – 12	850
9 – 12	600

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

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

207.014. Vocational and/or career-technical education facilities and spaces are not subject to Economies of Scale evaluation criteria.

207.02. A waiver to the expenditure of SBA Funds may be requested for projects in schools where the enrollment is less than the Economies of Scale Information concerning the facility and the proposed project must be provided in a formal Economy of Scale Waiver Request by the county board of education and the project must be in agreement with the county’s CEFP. Additionally, the request must be in accordance with one or more of the following:

207.021. A waiver may be granted to address specific fire, safety, or health violations or conditions when the health and/or safety of students who must continue to be housed in the facility are jeopardized.

207.022. A waiver may be granted for a school project when the facility will, in accordance with the ten ten-year CEFP, be receiving additional enrollments from other attendance areas in the near future.

207.023. A waiver may be granted for a school project when the specific school is determined to be geographically isolated from other school populations and eliminates the potential for attaining enrollment economies.

207.024. A waiver may be granted when a school is the only facility in the county that provides service to students in the particular grade levels included in the school.

207.025. A waiver for projects other than the correction of health and safety problems will not be granted to a school that is functional or scheduled for closure in the CEFP.

207.026. Waivers will be identified in the SBA staff's evaluation and project recommendation to the Authority in each funding cycle.

208. SBA Funding Formula Procedures

208.01. The School Building Authority's Funding Formula is an allowance based on a multi-level mathematical equation. The SBA has established guidelines in the Policy and Procedures Handbook which determine the maximum allowable square footage for a typical school. This square footage then establishes the maximum amount of SBA funding the school is eligible for in the development of a typical school.

208.02. The funding formula is calculated by multiplying the Design Enrollment of the School by the Square Feet Per Student Allowance establishing the Total Building Square Footage Allowance. This total is multiplied by the SBA Square Foot Cost Allowance establishing the Funding Allowance.

208.03. For renovation projects, the Funding Allowance is referred to as the Replacement Cost Allowance. Unless otherwise previously approved by the WVBE and the SBA, Renovation projects are eligible for SBA finding that does not exceed the Replacement Cost Allowance.

208.04. If a county has received funding from the SBA for renovations in the last 10 years, the current established value of the renovations is subtracted from the Replacement Cost Allowance.

208.05. Additional definitions of terms listed above are described below:

208.051. The Design Enrollment for a new school is determined by the County, SBA, and design team by analyzing any one or combination of the following sources:

- a. Current Enrollment
- b. Annual Second Month Enrollment Figures
- c. Eight-Year Projected Enrollment
- d. Linear Regression Calculation

208.052. The Square Feet Per Student Allowance, when multiplied by the Design Enrollment, sets the maximum gross building square footage allotment.

a. There is an allowance breakdown for Elementary Schools, Middle Schools, and High Schools

b. If the proposed school or renovated facility falls into a combination of categories, the highest square feet per student multiplication factor is to be used in the calculation.

208.053. The Total Building Square Footage Allowance is the maximum allowable square footage, which provides equity for the funding of school construction projects with varying design enrollments.

a. The actual building design square footage will be dictated by the number and sizes of each individual space as described in the program, times the building efficiency calculation.

b. Waivers may be given if the educational plan desired by the County requires additional space for the implementation of curriculum delivery or specialized course offerings.

1. Educational programming requirements of specialized course offerings could result in an increased amount of square footage eligible for funding. This extra space is in excess of the funding formula and could include CTE spaces, STEM lab(s), a larger auditorium, or an auxiliary gym.

208.054. The SBA Square Foot Cost Allowance is established by the SBA and reviewed annually by the SBA staff. This factor is based on historical data, projections, and assumptions with respect to construction cost trends. It assumes a competitive bidding market, reasonable site costs, and required conformance to the SBA's Quality and Performance Standards.

208.06 The SBA staff may form a work session or series of work sessions with Architects, Engineers, Contractors, and any other applicable consultant to provide input and analysis for the annual review of the SBA Square Foot Cost Allowance.

209. SBA Grant Contract Procedures

209.01. Upon the award of a grant by the Authority from any project fund, the SBA staff will issue the LEA a corresponding grant contract, which stipulates that as a requirement of the receipt of SBA funds, the LEA shall follow all applicable SBA policies, procedures, and standards. Upon signature and acceptance, the LEA shall be referred to as the Grantee and the SBA shall be known as the Grantor.

209.02. The SBA Grant Contract mandates that the LEA shall contract with all required parties to facilitate the design and construction of the project per the contract's project description requirements.

209.03. By signing the agreement, the LEA affirms a clear and free deed is held by the grantee for an approved site on which the project will be constructed. The SBA reserves the right to request proof of property ownership at any time.

209.04. Grant funds may only be requisitioned by a LEA after the Contract is signed by both parties and prior to the contract's expiration date. If the LEA believes the projected contract completion date will exceed the agreed upon expiration date, the LEA must make a request to the Authority for a time extension of 60-90 days prior to the contract expiration date. Requisitions shall not be paid by the SBA for work completed outside of the contract effective dates.

209.05. By signing the Grant Contract, the LEA agrees to incorporate all SBA required supplementary provisions and applicable forms into all project Contract and Construction Documents.

209.051. For instances in which Federal funds are expended, the LEA is required to use the most stringent standards and rules.

209.06. The LEA shall not incorporate additional Supplemental Instructions to Bidders or Supplemental General Conditions of the Contract for Construction that are more stringent and/or require additional tasks or work from the Contractor than those already required, unless specifically approved by the Authority.

209.07. The LEA and its design professional should work to ensure that project costs do not exceed the total funds available. However, should the project costs exceed the total funds available, the LEA must, to the SBA's satisfaction: reduce the scope of the project, value engineer the facility, or commit additional local funds prior to proceeding to the next project phase.

210. Requirements for Grants to Supplement Energy Performance Savings Contracts

LEAs may enter into Energy Performance Savings Contracts under the provisions as described in West Virginia Code §5A-3B for the purpose of redirecting operations utility expenditures to funding facility improvement projects. In addition to the statutory provisions, when SBA funds are to be utilized to fund or partially fund portions of the total energy savings project, the following Energy Savings Performance Contract procurement criteria shall be applied:

210.01. LEAs shall make initial determinations on the facility or facilities to be included, the approximate scope of the proposed work, and the method of financing the project.

210.011. As a part of determining the method of financing the project, the LEA shall choose whether this service is to be performed by an independent financing consultant that has a direct fiduciary responsibility to the LEA or if these services shall be a part of the energy services company (ESCO) scope of services as a packaged project. In either option, the SBA believes it is in the best interest of the LEA to competitively source the financing aspect of the project.

210.012. This decision regarding the financing arrangement shall be reported to the SBA staff.

210.013. If an independent financing consultant option is chosen, these services shall be procured using rules described in WVBE Policy 8200 – Purchasing Procedures for Local Education Agencies. The fees charged for the independent financing consultant’s services shall be provided to the LEA and evaluated prior to execution of any contract.

210.02. LEAs shall use the SBA’s Standard Request for Proposals (SBA Form 210) for the selection of the ESCO to implement the proposed project(s) using a fully transparent “open book” pricing model. The successful ESCO shall be determined solely from the Proposals, and, if desired by the LEA, an interview of any number of the candidates.

210.021. As a part of using the SBA Form 210 template, the LEA shall make the appropriate changes to the form to adhere to the finance arrangement (independent or a part of the ESCO scope).

210.022. In coordination with the independent financing consultant when applicable, determine the following cash flow variables in order to have an equitable comparison of submitted proposals:

- a. Maximum Term – this can be no longer than 15 years per W.Va. Code §5A-3B, however, the LEA may choose to limit this term to a shorter period of time.
- b. Interest Rate on Lease Purchase – this shall be a conservative estimate of the actual interest rate secured for the financing of the materials.
- c. Escalation Rates – includes Utility costs, Operations & Maintenance costs, capital avoidance, measurement and verification. A conservative estimate of 3% per year is appropriate, but the LEA may choose differently.

210.03. The LEA shall form a project review team to review all submitted proposals. The team shall include, but is not limited to, the following members and consultants:

- a. an Attorney – to examine the performance contract
- b. an Independent Financing Representative (Third Party) – to evaluate the feasibility of the ESCO proposals. If the financial arrangement of the project includes an independent financing consultant, this consultant shall serve in this role.
- c. the SBA staff Representative – as a technical advisor only
- d. the County Superintendent or LEA Director
- e. an LEA Project Administrator – to serve as the team lead and the Point of Contact from the LEA

f. the Finance Director or Purchasing Director of the LEA

210.04. Energy savings and guarantees provided by the selected ESCO shall offset the majority of the project costs for the LEA. The ESCO shall provide arrangements for acquisition and installation and will work to maximize the net economic benefit and reduce the risk to the LEA.

210.041. An investment-quality Comprehensive Energy Performance Audit shall not be undertaken until after the procurement of the ESCO is complete, and the costs associated with the Audit shall be shown on the proposal form.

210.041. The scope of services that will be self-performed by the ESCO shall be clearly defined in the proposal. ESCOs that intend to self-perform installation services must also obtain pricing from a minimum of three companies for the supply and installation of the proposed equipment. Cost estimates from third-party companies will not be considered an adequate substitute for the above described process.

210.041. All construction and installation services not proposed and approved for self-performance by the ESCO shall be competitively bid. All bidding and construction documents shall be reviewed and approved by the SBA for conformance to SBA policies and standards prior to releasing the project to bid. Bids shall be advertised and received following all provisions of applicable West Virginia law. Bids shall be received and reviewed by the LEA with advisement from the ESCO. The LEA shall determine the lowest qualified responsible bidder(s).

210.041. For the purpose of calculating the construction mark-up percentages, the unburdened construction costs shall be disclosed as a part of the ESCO proposal. The unburdened construction costs shall be defined as the value of the final construction cost paid for facility improvements without any additional mark-up by the ESCO. Neither the LEA nor the SBA will pay for additional costs above the unburdened construction costs, construction mark-up costs, project management costs or other ESCO related costs that are not identified in the proposal, without the proper execution of a Change Order.

210.05. Prior to the execution of the contract between the LEA and the ESCO, approval must be obtained by the LEA Attorney.

210.06. Considerations should also be given to limit the term of the loan to 3-5 years – rather than the maximum timeframe of 15 years as defined in West Virginia Code – to lessen the project costs while empowering LEA maintenance employees to be trained on the operation and maintenance of new equipment.

210.07. Strict adherence to the required Environmental Conditions as described in WVBE Policy 6200 – Handbook on Planning School Facilities and the SBA Quality & Performance Standards Handbook shall be incorporated into the design of the ESCO project. Depending on the project size and scope, the SBA may require an independent measurement and verification calculator to ensure guarantees are met and measurement and verification costs are accurate.

210.08. At the LEA's discretion, the RFP template (SBA Form 210) may be used for projects that do not include SBA funding as a part of the project financing. If no SBA funding is provided, the School Building Authority headline, form numbers, and references shall be removed from the document.

**School Building Authority of West Virginia
Policy & Procedures Handbook**

**Chapter 3
EDUCATIONAL PLANNING AND ARCHITECTURAL CONSIDERATIONS**

300. Project Development Requirements

300.01. Upon execution of the SBA Grant Agreement with the LEA after funds are awarded, planning and programming is required. New schools and renovation/addition projects typically evolve from conceptual ideas derived from county curriculum and facilities personnel. Programmatic information is provided through an Educational Specification (Ed. Spec.) developed by the LEA and the SBA/WVDE/Architect to the design team who will then develop graphic illustrations that show general space relationships and curricular areas. Projects that affect the educational areas/offerings of a school must create an Ed. Spec. per the guidelines as described in section 301.

300.011. The SBA shall establish a project development schedule that includes specific timelines and/or progression dates within the Grant Agreement between the County Board of Education and the SBA. The project development schedule begins with the SBA notice of grant award. It is imperative that the project move forward based on the schedule provided. To meet the critical timelines, the LEA shall be required to have all planning, design, and when applicable, construction management professionals under contract and the Educational Plan, including the Program of Spaces, completed within 90 days of the grant award notice.

300.012. The scope and complexity of each project will be considered, and the development schedule will be adjusted to reflect greater or less planning and design time as determined by the SBA. Submission requirements are provided on SBA Forms 302-A through 302-D in the SBA Policy & Procedures Handbook. Major addition and renovation project schedules will be established jointly with the LEA, project Architect, and the SBA based on the size and complexity of the project.

300.02. Procurement of Architectural/Engineering Services – LEAs shall procure Architectural and/or Engineering services as necessary to design the project and administer required bidding and construction administration duties. LEAs are required to comply with West Virginia Code §5G-1 regarding Procurement of Architectural, Engineering Services. This code requirement describes a qualifications-based selection process where firms are selected on the basis of demonstrated competence and qualification for the type of professional services required. Per this law, fee negotiations occur only after firms have been ranked and negotiations commence one firm at a time in the order in which the firms were evaluated.

300.021. All grant recipients are required to submit to the SBA staff the names of the firms being considered to perform architectural, engineering design, or, if desired, construction analyst services on all projects where budget is fully or partially funded by the SBA. The SBA staff must receive the names of the firms that responded to the procurement request, the names of the three or four firms the LEA has selected to interview, and the scoring matrix used to evaluate the interviewed firms.

300.022. The selection of the successful A/E design team is solely the decision of the LEA. The SBA staff and/or other project consultants may provide technical assistance to facilitate the evaluation of each firm under consideration.

300.023. LEAs shall not dictate and/or require the use of a specific consultant that is not proposed by the A/E as a part of the firm's design team at the time an expression of interest is given. While the selection of which A/E design firm team that is to design the new or renovated facility is solely the decision of the LEA, the decision of which architect(s), engineer(s), planner(s) or firm(s) that make up a design team is solely the decision of the principal of the lead A/E firm.

300.03. LEAs must use Standard AIA agreements and contract document forms, as modified by the SBA throughout this policy. Any other modifications negotiated between the grant recipient and A/E or

Contractor are subject to the prior written approval of the SBA. Within these agreements, the term Owner refers solely to the LEA as the LEA enters into agreements with the A/E and Contractor(s) as the Owner and owns the facility.

300.04. Determination of Project or County-Specific Requirements Within Supplemental General Conditions – As a part of the Construction Document Phase Submission, LEAs shall determine the amounts of project-specific and/or county-specific requirements for Contractor Insurance and Liquidated Damages. These amounts shall adhere to requirements described in WVBE Policy 8200 – Purchasing Procedures for Local Education Agencies and those required by the West Virginia Board of Risk & Insurance Management (BRIM).

300.041. LEAs shall determine minimum insurance limits that are required for the project that meet the LEA’s minimum requirements and applicable BRIM requirements. As a part of the Contract Documents, LEAs shall determine the amount of insurance that Contractors shall purchase and provide throughout the duration of the project. These limits shall include, but are not limited to, Commercial General Liability Insurance, Automobile Liability Insurance, Professional/Malpractice/Errors and Omissions Insurance, and any other applicable insurance needed for the project. When purchased by the LEA, the Contractor(s), Architect, an SBA shall be listed as additional insureds. When purchased by the Contractor, the Owner (LEA), Architect, and SBA shall be listed as additional insureds. Builders Risk Insurance shall be provided according to the following rules:

- a. For new school construction projects with a single Prime Contractor, Builders Risk Insurance shall be provided by the Prime Contractor in an amount equal to 100% of the amount of the Contract.
- b. For new school construction projects with multiple Prime Contractors, Builder’s risk shall be purchased by the LEA in the amount of the total of all construction contracts.
- c. For renovation projects, the LEA shall purchase Builder’s Risk Insurance as an endorsement to an existing policy or as a separate policy.

300.042. LEAs shall determine the amount of liquidated damages the Contractor shall pay to the LEA on a per day basis in the event the Contractor fails to meet the time provisions in the Contract for Construction. These amounts should be an estimate of actual damages incurred if the project does not open on time. The SBA shall approve this amount prior to the release of the project to bid.

300.05. Upon successful selection of the project’s design team, the lead A/E will work with the LEA to determine the additional project team members required and the most prudent and resourceful project delivery method.

- 300.051. Determinations for the following methods will be selected and reported to the SBA staff:
- a. The use of a Clerk-of-the-Works (Clerk) or Construction Manager (CMa)
 - b. The use of a Construction Analyst
 - c. Whether the project will be bid as a Single Prime Contractor, Multiple-Prime Contractors, or a combination of both
 - d. Whether the Site Design bid package will be separate or a part of the Building Design bid package
 - e. Whether Building Information Modeling (BIM) will be used by the design team and to assist the contractor in construction coordination. Note: Any use of, or reliance on, all or a portion of a BIM must be approved in advance by the LEA and will only be permitted if the Parties have agreed upon and executed written documents to memorialize protocols governing the use of, and reliance on, the information contained in the model.
 - f. The use of a Testing, Adjusting, and Balancing (TAB) Contractor or an HVAC Commissioning Agent
 - g. Whether the project will be a part of an Energy Savings Performance Contract

300.052. Before any agreement with an additional selected party/method is signed and executed, the contract must be reviewed and approved by the SBA staff.

300.06. Project Job Signs and Building Plaques

300.061. All SBA-funded projects over \$1,000,000 shall have project job signs erected at the construction site, unless waived by the SBA staff. Project signs must be visible and readable from highways where possible. Specific information will be provided by the SBA staff to be included on the sign. Construction details for the signage are provided within the contract documents.

300.062. Upon completion of any major SBA funded project affecting the building's square footage, the architect shall design a building plaque for display in a prominent public area of the school. The typical SBA project plaque design shall include the names of the following people:

- a. The Governor;
- b. The President of the Senate and the Speaker of the House;
- c. The members of the SBA;
- d. The Executive Director of the SBA;
- e. The SBA staff Representative;
- f. The superintendent of schools;
- g. The members of the local board;
- h. The project Architect / Engineer of Record or Design Firm, and
- i. The Prime Contractor(s).

300.063. The SBA shall be contacted for appropriate information to be included and final approval of the job sign and building plaque design before its production.

300.07. West Virginia Code §18-9D-16 requires all county boards of education to implement a plan of regularly scheduled reactive maintenance and preventive maintenance for all facilities within the county. SBA Needs grants and Major Improvement Project funding are contingent upon the implementation of this countywide plan.

300.071. As a condition of the Grant, the County must agree to the following:

a. The County Board will assign sufficient custodial personnel to this facility in order to provide a clean and healthful environment for students and staff.

b. Custodial staff members will be provided sufficient training required to perform tasks assigned.

c. 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 West Virginia Department of Education Office of School Facilities and Transportation (WVDE OSF&T) will provide technical training and support for the Heating/Ventilating and Air Conditioning (HVAC) Maintenance Plan.

d. Annual funding will be provided from the county budget to support the maintenance and preventive maintenance plan for this facility. The WVDE OSF&T technical support staff will be utilized to assist with the creation of the HVAC preventive maintenance plan and its implementation.

300.072. An on-site inspection of this facility shall be conducted annually by the WVDE OSF&T 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 may conduct follow-up visits and in cooperation with the county board of education initiate a plan of improvement.

300.073. 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 WVDE 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.

301. Educational Specification Requirements

301.01. Each Local Agency (LEA), funded by the SBA for the construction of a new school facility or major renovation to an existing facility where educational curricular offerings will be altered, shall develop an Educational Specification (Ed. Spec.) for the facility, which tells the project Architect specifically what to design. In doing so, the LEA will establish a committee to and will work with the SBA staff to complete this task.

301.02. The Ed. Spec shall describe 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.

301.03. Each Ed. Spec. Committee must consist of representatives from the educational profession, individuals from the community, and the architectural design staff selected by the LEA. Upon completion, the Educational Specification will be provided to the Design Team for development of the building design.

301.04. 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 be completed prior to the schematic design submission to the SBA.

301.05. 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 the LEA and its 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, maps showing geographic characteristics, attendance areas (present and proposed), and the site location.

III. The Educational Plan – The educational plan can be subdivided into three general areas:

A. Curriculum Plan – States the school’s 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.

C. Technology Plan – Provide specific details regarding how the technology will be used for each curricular area and/or administrative area in the new school. The technology plan shall comply with state and LEA-adopted standards.

IV. Building Space Requirements – The utilization of space is extremely important. The SBA desires a minimum 85% utilization of newly constructed schools or schools where building additions are being proposed (80% in middle schools). In order to assist in developing Section IV, Worksheet #1 (SBA Form

301-A), which compiles data from the calculation of spaces for the new facility, must be completed and incorporated into this section.

The final number of allowable classrooms and the square footage for any facility that incorporates SBA funds will be determined by the Ed. Spec. Committee 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. If spaces are proposed that exceed the SBA’s maximum space requirements and funding formula, prior approval is required. It is suggested that this approval be requested before the project is submitted to the SBA for funding consideration.

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 (SBA Form 301-B) 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: The following example assumes a middle school math program for 300 students, a six-period academic day (excludes planning periods), a maximum of 25 students per class, and calculated as a semester class where full credit is achievable for the class:

Formula for Determining Teaching Stations Per Subject Area:

Number of students Enrolled in subject (300)	x	Number of periods per week in subject (5)	=	1500		
					=	Number of teaching stations for this subject area
(25)		(30)	=	750	= 2	
Maximum class size (see reference sheet)	x	Maximum number of periods per week (every period, every day)				

V. Program of Spaces and Space Descriptions – A Program of Spaces shall be created that specifically lists the size and quantity of each space that is to be designed in the new facility. The total square footage calculated from each space, multiplied by a building efficiency factor, must not exceed the maximum square footage funded. Upon completion of the Program of Spaces, a space description matrix where each major space within the building is described so that the design team can understand the full intent of the Ed. Spec. committee. Middle 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. 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 (SBA Form 301-A). Teacher planning areas must be provided in building design allowing maximum use of teaching stations.

B. Planned Activities & Group Usages – Include specific actions to be performed in an area such as art, reading, science experiments, audio visual presentation, telecommunications, robotics lab, multiple use areas, etc. Identify if the area is to be used for large or small group instruction, individual student work, team teaching, multiple usage, etc.

C. Number of Users – Determine the number of administrators, teachers, aides, and pupils to use the area at any one time.

D. Spatial Relationships – 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.

E. Storage and/or Support Facilities – Identify spaces that allow the area to meet its goal: shared storage areas, teacher preparation areas, student work/storage areas, conference rooms, etc. Specify direction as to the cubic feet of storage needed in the specific area. Generally, this denotes built-in storage areas and closets.

F. Environmental Considerations – Specify acoustical, visual, thermal, climatic, and aesthetic considerations that enhance the practical usage of the specific space.

G. Utility Needs – Identify utilities needed in the specific area including water, electrical, toilets, 3-phase power, gas, vacuum capability, telephone, technology, wiring, virtual capabilities, etc.

H. Display Areas, Furniture & Equipment – Itemize whiteboards, bulletin boards, display cases, shelves (linear feet). Describe quantities and types of furniture & equipment to be used in each area.

I. Technology – Describe specific needs of each space to accommodate the technological delivery system/network incorporated into the facility.

J. Other – Identify any other specific information essential to each specific area including communications, security, special ventilation requirements, and any county-adopted design standards.

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 school technology delivery plan shall be based on the technology standards developed for the administration and instructional delivery in new schools. A detailed technology plan shall be developed specific to the project as a part of the educational specifications. The technology plan will identify how technology will be used and how it will support the curriculum delivery model. The plan shall be developed in conjunction with the WV Department of Education Office of Technology and shall:

- A. Identify current and proposed technology needs
- B. Establish technology integration strategies
- C. Identify ideal implementation strategies for every academic and administrative space
- D. Establish a process for tracking, servicing, and updating technology equipment
- E. Identify security protocol and permissions strategies
- F. Outline staff development relating to the use of technology
- G. Identify the infrastructure needs based on the curriculum and instructional programming and match the technology with the skill sets the students are supposed to obtain from the instruction
- H. Provide the design engineer specific technology needs including backbone requirements that will allow the design of the power and support infrastructure for the school's technology equipment

The technology plan will be developed in accordance with SBA Policy and WV Department of Education Curriculum and Technology guidelines. The plan shall be submitted to 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 Signature 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.

302. Architectural, Engineering, and Design Requirements

302.01. Upon the successful selection of the Architect / Engineer, the LEA shall enter into an agreement with the A/E using the standard AIA B101-2017 Standard Form of Agreement Between the Owner and the Architect and the SBA Supplementary Conditions to AIA B101-2017 (SBA Form 300).

302.02. Construction Project Development – The project’s design team shall develop conceptual ideas from the Educational Specification into a complete set of construction project documents by utilizing the following phases of design and shall offer design and design interpretation services during construction:

- a. Planning Phase
- b. Schematic Design Phase
- c. Design Development Phase
- d. Construction Document Phase
- e. Bidding and Negotiation Phase
- f. Construction Phase

302.021. On projects involving only small additions or renovations, the A/E shall coordinate with the SBA staff if the Schematic Design and Design Development review phases will be required.

302.03. 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. A stipulated sum design service contract may also be used with the approval of the SBA staff. Stipulated sum fees would be based on an amount agreed upon by both parties for professional services regardless of the construction cost.

302.031. Construction costs do 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.

302.032. Basic design fees shall include all services necessary to complete the project including, but not limited to architectural, plumbing, electrical, mechanical and civil engineering, as well as construction administration through project completion. Additional services must be approved by the SBA.

302.033. The cost for alternative designs that are not constructed shall be borne by the grant recipient unless approved by the SBA.

302.034. Design 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.

302.035. Maximum SBA reimbursement for architectural and engineering fees will be in accordance with the most current SBA Architect / Engineer Fee Schedule (SBA Form 302). Architectural and Engineering (A/E) fees are established by the SBA and should be considered as the maximum allowable to receive SBA reimbursement.

a. The LEA 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 LEA.

b. 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.

302.036. 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 LEA-requested design changes after approval is granted to proceed into the Construction Document phase), Construction Administration, and other project development costs.

a. The LEA will reimburse the A/E firm for the cost of bidding document printing and distribution to prospective bidders.

b. The expense of reproductions, plots, standard form documents, postage, handling, and delivery of Instruments of Service for the LEA's use and for review of governmental agencies having jurisdiction over the Project shall not be a Reimbursable Expense but shall be covered in the Architect's Basic Service Fee.

302.037. A/E fees relating to construction change orders shall be considered on an individual basis based on the stipulations listed in the SBA's Architectural / Engineering Supplemental Requirements.

302.038. 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.

302.039. If the project team determines the services of a Construction Manager (CMa) or Construction Analyst are necessary to add to the project, CMa and/or construction analyst design / constructability review comments relative to the clarity of the design intent shall be incorporated into the documents by the A/E unless the A/E determines that the clarifications conflict with applicable codes or standards.

a. The A/E will submit to the LEA and SBA a list of all CMa or construction analyst design / constructability comments that have not been incorporated into the documents.

b. Should clarification comments made by the CMa or construction analyst that were not incorporated into the document result in construction a change order(s), the SBA will not provide funding for the associated change order(s).

302.04. Construction Contingency Allowances – Contingency allowances shall be established at two percent (2%) for new construction projects and six percent (6%) for each renovation project.

302.041. Quality Control of Bidding and Construction Documents is of paramount importance to prevent unnecessary construction delays and change orders. Based on the project closeout evaluation process, Architectural and/or Engineering firms who demonstrate a pattern of errors and omissions exceeding fifty percent (50%) of the allocated contingency amount, will be required to meet with the Executive Director of the SBA to review the construction documents quality control program the firm has established.

302.05. Specialty consultants used by the A/E Firm for the development of project drawings and/or specifications shall not bid on any portion of the construction project. Consultants found to be submitting bids on such projects will be disqualified.

302.06. Design Progress – 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 expenses, project costs must be monitored during the schematic design, design development, and construction document phases. All contractual agreements with Architects/Engineers or Construction Managers shall 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 SBA staff and the LEA for approval. The entire project team should be in agreement before proceeding from one phase to the next. Assurances shall be provided within each phase that:

a. The design includes all curricular and facilities requirements proposed by the planning team and the SBA or an explanation as to why these requirements are not being provided.

b. The project as designed can be constructed within the budget provided by the LEA.

c. Additional design elements including extra square footage, enhanced finishes, or other features which increase the project costs above WVBE Policy 6200 and SBA Quality and Performance Handbook standards will be covered by additional local funds.

302.061. All construction projects funded by the SBA are required to be submitted for review to the SBA staff. A 14-day maximum review period shall be included in each phase of the project development schedule for SBA review of planning, schematic, design development and construction documents. The SBA staff will only accept complete phase submissions and project documentation from the design firm as required by the associated SBA Project Phase Submission Form. Detailed estimates of probable cost must be submitted with each phase of the project approval process.

302.062. Per WVBE Policy 6200, construction projects funded by the SBA are also required to be submitted to the WVDE Office of School Facilities & Transportation for a review related to WVBE and SBA policy compliance and overall constructability. Architects / Engineers shall review, respond, and, when necessary, reconcile these comments prior to proceeding to the next phase. Failure to respond to the WVDE OSF&T comments may result in a phase rejection and/or a delayed release of the project to bid.

302.07. Building Component Requirements – The provisions of the SBA Quality and Performance Standards must be incorporated, where applicable, into building design criteria for all SBA-funded projects. Deviations from these standards may be acceptable but must receive prior approval from the SBA.

302.071. With this in mind, design architects and engineers must consider various prioritized options within the building design that address the following:

a. 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;

b. The HVAC Testing, Adjusting and Balancing (TAB) agent shall directly represent and is under direct contract with the LEA and shall coordinate scheduling of TAB start up and completion work with the mechanical contractor, mechanical engineer, SBA, Architect, and Construction Manager, where applicable. These services shall be paid from available project funds.

c. 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;

d. 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;

e. HVAC control systems shall be bid on a performance-based specification, identifying at least three acceptable manufacturers, who are capable of meeting the specification. HVAC contractors

shall solicit proposals from these manufacturers as the basis for their bid. Should the local Board of Education desire a specific control system, manufacturer or integration of other building systems with the HVAC controls, these systems shall be bid as alternates and any additional costs associated shall be borne by the LEA.

f. Additional SBA funding for project overruns will only be considered if all items listed above are satisfied and additional funds are required in order to award the basic bid to the lowest qualified bidder(s).

g. The design team shall incorporate safe schools through environmental design philosophies into all new school designs and major renovations.

h. Consideration should also be given to the vulnerability and risk assessment study performed in each county of all schools and cited review comments incorporated into the school design.

i. Grant recipients and school planners shall work cooperatively with the State Office of Homeland Security (OHS) and other public safety agencies during the planning and design phases of all projects. At the conclusion of all new school projects and projects that alter the building square footage or layout, the grant recipient/architect shall provide the OHS an electronic copy of the building design that complies with the requirements of the SBA school access safety provision and the most current OHS school access safety submission requirements.

302.072. Semi-Proprietary Specifications

a. To encourage competitive bidding, the project specifications shall specify not less than three products, materials, or equipment that meet the requirements of the specifications. The product, material, or equipment used shall comply with the contract requirements.

b. In certain instances, a single product may be the only one that will comply with the specific design/function requirement.

302.08. Unless approved by the SBA, the construction timeline for a lump sum contract will be dictated by the completion days provided by the Contractor(s) within the bid. The A/E shall provide preliminary timeframes for construction within the bidding documents.

303. Duties and Responsibilities of the Clerk-of-the-Works

303.01. The LEA shall be required to employ a Clerk-of-the-Works to monitor all construction projects in excess of \$750,000 unless waived by the SBA, or an SBA-approved construction management method is being utilized. These services shall be procured using rules described in WVBE Policy 8200 – Purchasing Procedures for Local Education Agencies. Candidates for Clerk-of-the-Works, along with their qualifications, shall be submitted for SBA review prior to final selection by the LEA.

303.02. The School Building Authority requires that the clerk-of-the-works be hired prior to 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 these duties full time.

303.03. 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. 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. A Clerk-of-the-works will not be required for projects requiring Construction Managers.

303.04. Duties and Responsibilities of the Clerk-of-the-Works involve, but are not limited to, the following services:

303.041. Observe the quality and progress of the construction to determine in general that it is proceeding in accordance with the Contract Documents.

303.042. Notify the Owner (LEA), Architect/Engineer, and SBA project representative immediately if, in the Clerk-of-the-Work's opinion, work does not conform with the Contract Documents or requires special investigation by the LEA, A/E, or Contractor.

303.043. Monitor the construction progress and assist in the preparation of progress reports required by the LEA or SBA. The Clerk shall be knowledgeable with the SBA's Construction Schedule Requirements and shall immediately notify the Owner, Architect, and the SBA if he or she recognizes the Contractor fallen out of compliance or conformance with any project documentation requirements, including construction schedule requirements.

303.044. Review Contract Documents with the Contractor's superintendent so as to have a complete understanding of the scope of the project.

303.045. Attend project meetings as the LEA's representative and report to the Owner in writing on the proceedings.

303.046. Observe tests required by the Contract Documents. Review testing invoices, if any, to be paid by the LEA.

303.047. Maintain records at the construction site or as directed by the LEA in an orderly manner in accordance with the LEA and SBA'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.

303.048. Keep a logbook containing project progress and reports and submit reports on the progress of the Contractor's work to the LEA, and the SBA'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.

303.049. When applicable, observe the Contractor's Record Drawings at intervals appropriate to the stage of construction and notify the LEA and Architect/Engineer of any apparent failure by the Contractor to maintain up-to-date records.

303.0410. Review Applications for Payment submitted by the Contractor with the Architect/Engineer and provide any supplementary information that the A/E may determine to be necessary.

303.0411. When applicable, assist the A/E 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 A/E in reviewing the documentation and record documents to be furnished to the LEA by the Contractor at Substantial Completion, and verify that the Contractor has met the requirements of the Contract Documents for training the LEA's personnel in the operation and maintenance of all building equipment and systems.

303.0412. When applicable, assist the A/E in final inspection of the work. Assist the A/E in reviewing the documentation and record documents to be furnished to the LEA by the Contractor upon completion of the work.

304. Professional Services of the Construction Analyst

304.01. When determined necessary by the LEA and Architect, and before the project is submitted for funding SBA consideration, the services of a Construction Analyst may be utilized. These services shall be procured using rules described in WVBE Policy 8200 – Purchasing Procedures for Local Education Agencies. The Construction Analyst will act as a representative of the Owner (LEA) and SBA.

304.02. Duties and responsibilities of the Construction Analyst involve, but are not limited to, the following services:

304.021. Generally, the Construction Analyst advises the LEA, SBA staff, and Architect at the beginning of the Design Development Phase and these services continue through the Construction Document Phase of the Project. The Construction Analyst will provide constructability and document coordination review comments as they relate to the clarity of the documents and estimates of probable cost.

304.021. 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 A/E or contractors performing work on the project. However, the Construction Analyst review comments shall be incorporated in the documents by the A/E unless the A/E determines the clarification will change the design intent or conflict with applicable codes or standards. Should the LEA, SBA, and Construction Analyst make clarification comments that are not incorporated into the documents result in a construction Change Order, the SBA will not provide funding for the Change Order.

304.022. The Construction Analyst will provide an estimate of the cost of their service before any construction analyst work is to begin. The architect/engineer shall provide the Construction Analyst a copy of the schematic design document information and include all SBA submission requirements. The Construction Analyst will base the cost of services on the scope of work shown on the schematic design. The grant recipient and SBA will approve the cost of the Construction Analyst services and the grant recipient will issue a purchase order for services described in this section of policy and as required by the project.

304.023. The Construction Analyst will then review and provide services for the design development and bidding document phase of the project. The architect, grant recipient and the SBA staff will work cooperatively to design the school within the funding available. The process will be as follows:

a. Architect/Engineer provides Construction Analyst with schematic design for cost of services quotation

b. Cost for services negotiated and grant recipient issues purchase order to the assigned Construction Analyst for services (SBA will reimburse for cost of services based on the project percentage breakdown in grant contract)

c. Construction Analyst provides design development documents for review comments

d. Grant recipient, SBA staff, A/E and Construction Analyst review and reconcile design development comments

e. A/E provides Construction Analyst construction documents for review comments

f. Grant recipient, SBA staff, A/E and Construction Analyst review and reconcile construction document comments. Reconciliation is achieved when all parties agree that the estimate is within two percent (2%) of each parties' estimate or agreement is reached that no further scope of work can be reasonably accomplished, and additional funding will be committed to the project if the deficit becomes a reality after the bids are received. Projects with budget differences greater than two percent (2%) may only move forward with LEA and SBA approval.

g. Project proceeds to the bidding stage based on agreements reached by all Parties regarding design and project cost

304.024. Once bids are received and a construction contract is awarded, the construction analyst contract for services on the specific project is considered complete. Please review the SBA Quality and Performance Standards for additional construction analyst information and requirements.

305. Professional Services of the Construction Manager

305.01. When determined necessary by the LEA and A/E, and before the project is submitted for SBA funding consideration, the services of a Construction Manager (CMa) may be utilized. These services shall be procured using rules described in WVBE Policy 8200 – Purchasing Procedures for Local Education Agencies. The CMa will be a professional service that may be necessary on projects where multiple prime contracting is required and must be in place prior to the conceptual stage of the building design. The CMa shall be contracted directly with the LEA (Owner) and represents LEA and SBA interests on the project. The AIA Standard Form of Agreement Between the Owner and CMa shall be used. The SBA may require supplemental conditions to the standard agreement and any modifications to the CMa or Architect's contract will be communicated to all parties prior to the execution of the contract.

305.02. Generally, the CMa advises the LEA and A/E through all design phases with regard to site suitability, design constructability, document coordination, and cost estimating. During the bidding and construction phase, the CMa provides professional services with regards to bid package configuration, construction scheduling, construction phasing, and construction administration.

305.03. The CMa 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 A/E or contractors performing work on the project.

305.04. The CMa contract shall include provisions for preconstruction document review that will provide, but not limited to, constructability comments, document coordination, and estimates of probable cost for all phases of the building design. Any and all documentation or comments provided by the CMa relating to constructability reviews, document coordination, and estimates of probable cost for all phases of the building design shall be directed to the LEA by the CMa.

305.05. The architect/engineer (A/E) shall submit the design documents to the CMa, the LEA, and the SBA for review comments as required in SBA policy and the design contract. All CMa and LEA / SBA comments must be satisfactorily addressed by the A/E to assure the project is moving forward with all parties clearly understanding the project scope and cost. All parties will work cooperatively to reconcile the estimate of probable cost. Reconciliation will have been achieved when all parties agree that the estimate is within two percent (2%) of each parties' estimate or agreement is reached that no further scope of work can be reasonably accomplished, and additional funding will be committed to the project if the deficit becomes a reality after bids are received. Projects with budget differences greater than two percent (2%) may only move forward with LEA and SBA approval.

305.06. CMa review comments relative to the clarity of the design intent shall be incorporated into the documents by the A/E unless the A/E determines that the clarifications will change the design intent of the project or conflict with applicable codes or standards. The A/E will notify the LEA and SBA of comments not being incorporated into the documents. However, should clarification comments not incorporated into the document result in construction change orders, the SBA will not provide funding for the change order.

**School Building Authority of West Virginia
Policy & Procedures Handbook**

**Chapter 4
BIDDING AND CONSTRUCTION PROCEDURES**

400. Bidding Procedures

400.01. Upon the completion of the design team's bidding documents, 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. Projects shall not be released by the SBA to advertise for bid until construction documents are approved.

400.011. Projects shall not be released to bid if the total estimated cost of the project, including all soft costs, is estimated to exceed the total amount of funding available. If a budget deficit exists, the LEA must commit additional local funding, reduce the scope of the project, and/or obtain special approval from the SBA staff to release the project to bid with a projected funding deficit.

400.012. Add-alternate bids may be included in the Contract Documents to adjust the estimate of cost of the project to meet the total project budget. Add-alternates shall be organized in accordance with the requirements of the West Virginia Fairness in Competitive Bidding Act – W.Va. Code §5-22-1. Deduct-alternates are disallowed on SBA projects unless prior justification is provided, and prior approval is obtained by the SBA staff.

400.013. In cases where the SBA staff has approved a project to be released to bid with a budget deficit, and add-alternates are included, the cost of the design of the alternates that are not accepted by the LEA after bid shall solely be the responsibility of the LEA.

400.02. Construction bid dates must be coordinated through the SBA office. A representative of the LEA, or the A/E on behalf of the LEA, 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.

400.03. Bid dates shall not be scheduled until confirmation that any and all permits required have been obtained by the LEA. These permits include, but are not limited to, environmental permits, utility connection permits (both temporary and permanent), etc. Additionally, building construction bid packages shall not be scheduled until all permits are obtained and site preparation work is substantially complete.

400.04. Once released for bid by the SBA, bids shall be advertised in accordance with the provisions as listed in West Virginia Code §59-3. Unless waived by the SBA, no bid opening date shall be scheduled less than 21 days after the first publication date.

400.05. The LEA shall administer the receipt of bids per the requirements of the Fairness in Competitive Bidding Act as described in W.Va. Code §5-22-1 et seq. and the SBA's Policy & Procedures Handbook. Guidelines for bidders shall be provided by the standard AIA Document A701 (2018) – Instructions to Bidders and the SBA Supplemental Instructions to Bidders (SBA Form 400). Any plan, specification, and invitation to bid prepared by any architect or engineer shall make reference to the West Virginia Contractor Licensing Act informing any prospective bidder that contractor's license number must be included on any bid submission.

400.06. The LEA, in coordination with its A/E, shall administer a Mandatory Pre-Bid Conference. Contractors shall be required to attend a mandatory pre-bid conference for each individual project so that bidding information is properly conveyed to all bidders and to clarify questions and the intent of the bidding requirement. Bidding documents shall notice all bidders of this requirement and include language making this requirement a prerequisite to bidding the project. The requirements for having the pre-bid meeting may be waived by the SBA for special circumstances conditioned upon a written request to the SBA by the

design professional. All substantive pre-bid questions shall be addressed at the pre-bid meeting and, if the bidding documents do not clarify the questions, a project addendum will be circulated to all bidders.

400.07. Bids shall be administered using the three-envelope system. The bids shall be read aloud, recorded, and tabulated on a document to determine the apparent low bidder(s). The actual time of both the beginning of the bid opening and the completion of the bid opening shall be recorded on the tabulation sheet. The LEA's bid opening administrator, or the A/E on behalf of the LEA, shall first open Envelope #3, which includes Envelopes #1 and #2. Next, the administrator shall open Envelope #1, which bidders include all bid forms required at the time of bid, prior to opening Envelope #2, which includes the Bidder's form of proposal.

400.071. Per the SBA's Supplemental Instructions to Bidders (SBA Form 400), Envelope #1 shall include the following documents:

- a. A valid Bid Bond
- b. SBA Addenda Acknowledgement & Bid Certification (SBA Form 402), completed and signed
- c. SBA List of Major Subcontractors (SBA Form 403-A), completed and signed

400.072. Once the administrator of the bid opening determines that each of the forms in Envelope #1 have adequately been completed, the Bid Administrator shall accept the bid by opening Envelope #2 and recording the Bidder's form of proposal.

400.073. If the administrator of the bid opening determines that each of the forms in Envelope #1 has not been completed or that a required form is missing, the Bid Administrator shall not open the Bidder's form of proposal in Envelope #2 and shall consider the bid rejected.

400.08. Project bid tabulation documents are required to be sent immediately to the SBA office within two (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 the LEA is acceptable. Bid openings shall not be scheduled after 1:30 p.m., so that bidding information can be transmitted to the SBA office the same business day.

400.09. The LEA shall work with the A/E to provide a detailed post-bid budget that reflects all base bid(s), accepted alternates, allowances, and soft costs. This budget shall be supplied to the SBA within seventy-two (72) hours of the bid. If a budget deficit exists after the project is bid, the LEA and the A/E may, to the extent allowed by local or state purchasing statute, work in consultation with the low bidder(s) to determine if there are areas where cost savings may be found, if the scope of the project could be reduced, or if the project should be re-bid.

400.10. Subcontractor Reporting – In addition to listing the major Subcontractors with the bid on SBA Form 403-A, the apparent low Bidder must submit to the LEA, A/E, and SBA a Complete List of Subcontractors & Equipment / Materials Suppliers (SBA Form 403-B) within 24 hours after the close of bids. This complete list shall include the Category of Work, Subcontractor, and Contractor License Number of each entity providing work or equipment/materials that exceeds a value of \$25,000. Contractors may not add or substitute Subcontractors throughout the project without justification and subsequent approval from the LEA, A/E, and SBA.

400.101. If the apparent low bidder fails to submit SBA 403-B, the LEA or Architect shall promptly request by telephone and email that the low bidder and second low bidder provide SBA 403-B within one business day of the request.

400.102. Failure to submit SBA 403-B within one business day of receiving the request shall result in disqualification of the bid. The SBA 403-B may not be required if the Bidder provides notice in the bid submission or in response to a request for a subcontractor list that no subcontractors who will perform more than \$25,000 worth of work will be used to complete the project.

400.013. LEAs shall submit SBA Form 403-B – Complete List of Subcontractors & Equipment / Materials Suppliers to the West Virginia Division of Labor upon receipt from the Prime Contractor(s). If the LEA, A/E, and SBA approve the substitution of a Subcontractor, a revised list shall be submitted to the LEA and the West Virginia Division of Labor upon receipt from the Prime Contractor.

400.11. Contractor Qualification Statements and Evaluation Criteria – within seventy-two (72) hours after the completion of the bid opening, the apparent low bidder and all Subcontractors under the Contractors surety shall submit a completed and signed SBA Form 405 – Contractor Qualification Statement.

400.111. The LEA, A/E, and the SBA shall use information gathered on the Contractor Qualification Statements to determine the lowest qualified responsible bidder. No single criterion will be the controlling factor in determining the lowest qualified responsible bidder. The criteria on the statement used in the evaluation shall include:

- a. The relevant experience and years of experience the bidder has in the construction, renovation, or building repair business.
- b. The continuity, experience, and skill of the bidder’s workforce and that of the bidder’s designated subcontractors.
- c. The bidder’s performance on similar construction projects.
- d. The bidder’s ability to successfully complete projects within the proposed schedules and deadlines.
- e. The bidder’s history of compliance with Worker’s Compensation and Unemployment Compensation laws.
- f. The bidder’s history of compliance with the United States Department of Labor’s Occupational Safety and Health Administration (OSHA) requirements.
- g. The bidder’s history of compliance with Federal Prevailing Wage as well as Fair Labor Standards and Wage Payment laws.
- h. The bidder’s subcontractors’ compliance with state regulatory agencies.
- i. The bidder’s local hiring plan and history of compliance with the West Virginia Jobs Act, (W.Va. Code, Chapter 21, Article 1C) regarding use of the local labor market.
- j. The bidder’s participation as a party in any legal action where an awarded liability could negatively impact the ability of the bidder to complete this project.
- k. Response from bidder’s references and recommendations of other Owners for whom the bidder has worked.

400.12. Additional State of West Virginia Requirements:

400.121. The Contractor shall submit to the LEA a copy of the Contractor’s and all Subcontractor’s Valid West Virginia Contractor Licenses within seventy-two (72) hours after the bids are received.

400.122. The Contractor shall submit to the LEA for review a completed and signed West Virginia Purchasing Affidavit within seventy-two (72) hours after bids are received. This affidavit certifies that the Contractor and all Subcontractors under the Contractor’s surety do not owe the state or any of its political subdivisions any debts which would preclude them from a Contract award. Contractors are encouraged to require this form from all Subcontractors under the Contractor’s surety.

400.123. The Contractor shall submit to the LEA for review a completed and signed West Virginia Drug-Free Workplace Affidavit within seventy-two (72) hours after bids are received. This affidavit

certifies that the Contractor shall maintain a written plan for a drug-free workplace policy and that such plan and policy are in compliance with West Virginia Code §21-1D. This plan must cover the workforce of the Contractor and all Subcontractors under the Contractor's surety.

400.13. Prior to contract award, the LEA shall receive assurances from all Prime Contractors and Subcontractors via SBA Form 404-B and Form 404-C that all employees working on school property are in compliance with West Virginia Code §21-1B with regards to verifying legal employment status of all workers and with regards to registration of sexual offenders. Upon receipt of SBA Form 404-B from the Prime Contractor(s), the LEA shall submit SBA Form 404-A to the SBA verifying the receipt of the Worker Verification forms.

400.14. No construction contract shall be awarded without the SBA review and approval of the construction post-bid budget and the acknowledgement to the SBA by the LEA that all required documents submitted by the Contractor during post-bid timeframe have been received. The LEA, A/E, and the SBA staff will review the required post-bid information submitted by Contractors and Subcontractors and the project budget following the bid opening to determine the lowest qualified responsible bidder and to approve the scope of the project for the Contract for Construction. During this timeframe the SBA staff will not discuss bid results with bidding contractors until all documentation has been reviewed.

400.15. If a budget deficit exists after a project is bid, the LEA may commit additional local funds to cover the budget deficit. The LEA must make this commitment in writing to the SBA prior to the expiration of the Contractor's Bid as prescribed in the Contract Documents.

400.16. If the project is deemed to be of the size and complexity to necessitate high overhead and/or construction soft costs incurred by the Contractor(s), prior to bid the SBA, in consultation with the Architect and LEA, may choose to consider the issuance of a Waiver to allow the Contractor's first Application for Payment to be approved prior to the submission of an approved CPM schedule per the requirements in the SBA Supplementary Conditions to AIA A201-2017 (SBA Form 401).

400.161. The availability for a Request for a Waiver shall be determined prior to bid and should be discussed in the mandatory Pre-Bid meeting.

400.161. The Waiver may only be approved if sufficient justification documentation is provided to the SBA, LEA, or Architect.

400.162. The Waiver shall not extend beyond the Contractor's second Application for Payment.

400.17. On projects that do not have a high degree of complexity or on projects that are projected to be completed in a short timeframe, the SBA may waive the requirement for a detailed CPM schedule and will allow the Contractor to submit a schedule showing only projected activities with start and completion dates.

401. Construction Procedures

401.01. The LEA shall not sign a Contract with a Contractor until Performance Bond and Payment Bond information is received via the project A/E, however, the Contractor, as a condition of obtaining Performance and Payment Bonds, must receive a projected date of contract execution. The LEA shall work with the Project and Construction team to provide this information.

401.02. Upon the successful selection of the bidding Prime Contractor, the LEA shall enter into an agreement with the Prime Contractor(s) using the standard AIA A201-2017 General Conditions of the Contract for Construction and the SBA Supplementary Conditions to AIA A201-2017 (SBA Form 401).

401.03. On SBA-funded projects that exceed \$500,000 that do not include federal monies, there are additional West Virginia Jobs Act reporting requirements are applicable. The LEA shall require all Contractors and Subcontractors to submit certified payroll documents on a weekly basis to the West Virginia Division of Labor.

401.04. Non-Conformance and Non-Compliance Reporting

401.041. Notice of Defective or Non-Conforming Work (SBA Form 406-A) – Upon discovery or notice of Work by the Contractor that is defective, non-compliant, or non-conformant with the Contract Documents, the A/E, with reasonable expediency, shall submit a Notice of Defective or Non-Conforming Work to the Contractor, copying all parties. This notice demands conformity to the Contract Documents within a given time frame or empowers the LEA to deduct the associated cost of remediation to the Contractor.

401.042. Resolution of Defective or Non-Conforming Work (SBA Form 406-B) – This is a formal notice that memorializes to all parties that the Notice of Defective or Non-Conforming work has been resolved.

401.043. Notice of Non-Compliance (SBA Form 407-A) – Upon discovery or notice of non-compliance by the Contractor with the requirements of the Contract Documents, the A/E, with reasonable expediency, shall submit a Notice of Non-Compliance to the Contractor, copying all parties. This notice demands conformity to the Contract Documents within a given time frame or empowers the LEA to deduct the associated cost of remediation to the Contractor.

401.044. Resolution of Non-Compliance (SBA Form 407-B) – This is a formal notice that memorializes to all parties that the Notice of Non-Compliance has been resolved.

401.045. Notice of Breach of Contract (SBA Form 408) – This is a formal notice states that conditions outlined in a non-compliance or non-conformance letter have not been remedied. Unless a correction of the conditions of the breach are remedied, measures will be taken to protect the LEA's rights under the Contract and applicable law. All rights are reserved under this notice.

401.05. SBA Staff Intervention – The SBA staff may call a meeting with any A/E, Contractor, or Construction Manager responsible for performance-related deficiencies with respect to the project's contract requirements. If the cited firm's performance trends toward a negative post-project evaluation and a possible subsequent suspension, the cited firm may meet with the SBA Executive Director for a discussion on the project's current deficiencies, potential for suspension of the right to bid, and the desire of all parties to get the project back on the proper track.

410. SBA Construction Schedule Requirements

410.01. For the purpose of planning, developing, and executing a school construction project, each project shall be accompanied by a Construction Progress schedule. The Construction Progress Schedule shall be developed in the Critical Path Method (CPM).

410.011. The following definitions have been established:

a. CPM: Critical path method— a method of planning and scheduling a construction project where activities are arranged based on activity relationships. This method calculates the minimum completion time for a project along with the possible start and finish time for the project activities.

b. Owner: On SBA-funded projects, the Local Education Agency (LEA) is referred to as the Owner.

c. Contract Construction Duration: The amount of time specified by the Contract Documents for the completion of the Project.

d. Contract Completion: The date when all Contractor responsibilities have been discharged. The Contractor's Completion date obligations and the Owner's Claims for Delay obligation are based on the Contract Completion Date.

e. Activity / Task: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

i. Critical Activity / Task: An activity on the critical path that, if delayed, will result in a delay of the Contract Completion Date by an amount equal to said delay of the activity.

ii. Predecessor Activity: An activity that precedes another activity in the network.

iii. Successor Activity: An activity that follows another activity in the network.

f. Duration: The amount of time estimated to complete an activity in the time scale used in the schedule (workdays).

g. Actual Start: The date that an activity actually began.

h. Actual Finish: The date that an activity finished.

i. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall project duration and contains no float.

j. Milestone: Zero duration activities that call attention to noteworthy events in the project schedule.

k. Baseline Schedule: A fixed project schedule that is the standard against which project performance is measured. The baseline schedule shall be shown unchanged as a reference on all schedule updates. If a Change Order amends the required completion date of construction in the Contract Documents, the baseline schedule shall be amended accordingly.

l. As-Built Schedule: The record of the history of the construction project in the form of a final updated CPM Schedule that includes the baseline schedule and actual schedule progression.

m. Approval of Schedule: The general and unanimous executed agreement by the Contractor, Owner, Architect, Consultant, and/or Construction Manager of the CPM schedule where

applicable. *The Owner or Owner Representative's approval of the submitted schedule in no way establishes an obligation of the Owner for Claims for Delay by the Contractor based on the Contractor early completion. Any Claims for Delay by the Contractor shall be based on the provision of this specification which only contemplates impact to the proposed contract completion date.*

n. Schedule Personnel or Outside Consultant: A qualified, in-house professional or independent third party responsible for the planning, development, update, maintenance, monitoring, and reporting of the CPM schedule. This person or entity shall have qualified skills, education, and knowledge sufficient to create, maintain, adjust, and confirm all complex scheduling activities required by the project and this section of SBA policy.

o. Early Completion: Early completion of the project is permitted, however, neither the Contractor(s) nor the Owner are bound to an early completion, even if projected by and approved in the final version of the CPM schedule. The Contractor's completion date obligation and the Owner's Claims for Delay obligations under this agreement are associated with the proposed Contract Completion Date as defined by the Contract Documents. Notwithstanding the preceding, the Owner reserves the right to reject a proposed CPM Schedule that shows an early completion date if the schedule appears to be unreasonable or unrealistic.

p. Recovery Schedule: A supplement to the CPM schedule created by the Contractor that denotes tasks and steps to gain back time lost to date. The recovery schedule shall show the Contractor's intent to take steps to improve construction progress to achieve the original completion date per the contract. A narrative description is required as a part of this supplement to explain shortened durations. The recovery schedule must consider limits of extendibility or compression in coordination with manpower, material availability, and other relevant project requirements.

410.02. Scheduling Requirements

401.021. At the Pre-Construction Meeting, the Owner's representative shall review the CPM schedule requirements as indicated in the Contract Documents with the Contractor's scheduling personnel / consultant.

410.022. Unless otherwise specified, the Contractor shall be responsible for the construction progress schedule development, maintenance, monitoring, and reporting, and shall schedule meetings to facilitate / coordinate / maintain the CPM schedule for the duration of the project.

410.022. The Contractor shall demonstrate specialized experience in the development, maintenance, monitoring, and reporting of CPM scheduling. The name and experiences shall be submitted to the Owner and/or Owner's representative, along with examples of the individual's past schedules.

410.023. In the event the Owner and /or Owner's representative determines the Contractor does not possess the capability in-house to perform the requirements of the CPM Schedule, the Owner may elect, at no additional cost to the Owner, to require the Contractor to hire a Schedule Consultant who possesses the specialized experience in performing the requirements as stated herein.

410.024. The Contractor shall submit the Baseline Schedule to the Owner and/or Owner's representatives for review. The baseline schedule must be formatted to indicate the Project Critical Path.

410.025. When submitting a CPM schedule to the Owner for approval, it shall be in the Gantt Chart View. The Contractor shall submit with the proposed Schedule an Activity / Task list corresponding to the Gantt Chart with the following Activity / Task information:

- a. Duration (in working days)
- b. Anticipated Start
- c. Anticipated Completion
- d. Dependent Relationships with other Activities / Tasks

The Contractor shall also submit the above Task List information in digital (spreadsheet) form.

410.026. The Approved Construction Progress Schedule shall be submitted for use not later than ten (10) working days prior to submittal of the first Certificate and Application for Payment, in accordance with the Contract Documents.

410.027. A Projected Cash Flow Schedule must be submitted in conjunction with the CPM Schedule, the Submittal Schedule, and the Schedule of Values. This schedule shall indicate the anticipated monthly billings for the duration of the project. In the event of Baseline Changes or Recovery Schedules, the Projected Cash Flow Schedule must be revised accordingly.

410.028. The Construction Progress Schedule shall be developed in conjunction with the Schedule of Values and the Construction Submittal Schedule. The Progress Schedule and the Schedule of Values must reflect the same Activities / Tasks to allow accurate evaluation of monthly Schedule Updates and Requests for Payment.

410.03. Schedule Update – The Contractor shall schedule a monthly meeting with whom to facilitate / coordinate the Construction Progress Schedule update.

410.031. The schedule update shall be conducted in coordination with the application for payment timelines established by the Contract.

410.032. Distribution of the construction progress schedule shall be sorted and provided to the Prime Contractors, Owner, and Owner's representative as follows:

- a. Incomplete Activities
- b. Critical Activities
- c. Percentage of completion for each Activity / Task
- d. Activities / Tasks behind schedule

410.04. Baseline Schedule Changes – In the event the scope of the original Contract is significantly increased, which may cause changes to the overall sequence / phasing of Work, the progress construction schedule baseline must be re-established. Upon these modifications being made to the CPM schedule, the Contractor shall establish a new Construction Progress Schedule baseline.

410.041. A revised Baseline Schedule shall then be submitted to the Owner and/or Owner's representatives for review. Once an Approved Schedule is in place, the Owner and /or Owner's representative has the authority to reject any submission that revises the approved schedule's baseline if it is not deemed to be in the express interest of the Owner.

a. If the Contractor elects to significantly modify its originally scheduled construction sequence, a new baseline schedule must be prepared and utilized for subsequent progress updates. The original baseline schedule must be archived to provide a complete record in the As-Built Schedule.

410.042. Schedule Recovery – In the event the schedule update indicates the project progress is not sufficient to maintain the Critical Path and scheduled Completion Date, a recovery schedule shall be

required showing the means by which the Contractor intends to regain compliance with the approved Schedule. The Recovery schedule shall be submitted by the Contractor with seven (7) days of notice from the Owner or Architect. The recovery schedule shall establish a recovery baseline critical path and provide a description of changes. The original baseline shall be archived.

410.043. The recovery schedule shall be completed and submitted prior to submission of any Application for Payment to the Owner. Application for payment shall not be approved without an attached recovery schedule.

410.05. Schedule As-Built – At the conclusion of the project an as-built schedule showing actual start and finish dates for all work activities shall be provided to the Owner by the Contractor. The as-built schedule shall be considered a project close out requirement and shall be included, along with the Baseline / Approved Schedule, in the Contractor's O&M manual.

**School Building Authority of West Virginia
Policy & Procedures Handbook**

**Chapter 5
PROJECT CLOSEOUT AND COMPLETION PROCEDURES**

500. Project Closeout Procedures

500.01. As Construction of the project reaches approximately 85% of project completion or sixty (60) days prior to the projected date of Substantial Completion, the Local Education Agency (LEA) shall initiate a project closeout procedure meeting involving the Architect, Contractor(s), and SBA Representative. This meeting may be held in coordination with the required bi-weekly construction progress meetings. The purpose of this meeting is to facilitate the coordination of all required closeout procedures as listed in SBA Form 500 – Project Closeout Procedures for the final completion of the Contract. It is recommended that deadlines be established for the submission of specific required documents by the responsible parties. Final payment will not be authorized by the SBA until all closeout conditions are met.

500.02. On all new school construction projects or renovations that involve heating, ventilation, and air conditioning (HVAC) renovations, the LEA director or county superintendent shall ensure that the personnel of the LEA responsible for the operations and maintenance of the new HVAC equipment shall be properly trained. The HVAC training shall encompass the following criteria:

500.021. The HVAC training shall be attended by representatives of the LEA and the school maintenance personnel that will be actively engaged in the topics to ensure full understanding of the operations and maintenance. This will ensure the investment by the state and LEA in the facility is a prudent and resourceful expenditure.

500.022. The Contractor is charged per the Contract Documents to give a complete system training that encompasses operations and maintenance of all systems and equipment connected “downstream” from the new portions of Work. The Contractor is responsible for the production of quality training videos and a printed report of the training for future use. Representatives of the LEA are responsible for understanding the content and satisfactorily completing the training.

500.023. The LEA is responsible to notify the West Virginia Department of Education’s Office of School Facilities & Transportation’s (WVDE OSF&T) HVAC Technicians of the date and location of any and all scheduled HVAC training a minimum of two weeks in advance in order to fulfill the responsibilities as delineated in W.Va. Code §18-9E-3(F)-(G).

500.024. At the conclusion of the HVAC training, the LEA shall submit the verification of HVAC Training Form (SBA Form 500 A) to the SBA and the WVDE OSF&T.

500.03. The SBA staff shall be notified by the LEA of the dates and time of substantial completion walk-through inspections and final completion walk-through inspections. An SBA representative may participate in the walk-through and will accept or reject the Contract as completed by authorizing final payment.

500.04. The LEA shall complete and submit SBA Form 500 – Project Closeout Procedures to the SBA when all punch list items have been satisfactorily addressed and the Contract is complete.

500.05. Final payment for the contract will then be processed by the SBA when the LEA has verified the receipt of or submitted the information required in the Contract Documents and on SBA Form 500 – Project Closeout Procedures Checklist to the appropriate parties.

500.07. Post-Project Data Submission Requirements – The SBA Staff tracks square footage costs in order to evaluate all relevant aspects of a project with respect to the budget to aid in establishing the appropriate SBA funding formula levels. SBA Form 500 B – Final Square Foot Cost Analysis Report shall be submitted as a part of the closeout process by the Architect to the SBA staff.

501. Evaluation Criteria for Architects / Engineers, Contractors, and Construction Managers

501.01. In order to establish and maintain a high level of accountability on all SBA-funded projects, the evaluation of the performance of all parties to an SBA project shall be an important factor in determining the eligibility for an Architect, Engineer, Contractor, Construction Manager, or others to perform work on future SBA projects. The SBA staff shall work with LEAs to establish a consistent, well-documented program of compliance, conformance, and accountability. The performance of each party to a contract that is executed with the use of SBA funds shall receive an evaluation of all required tasks.

501.011. The SBA staff shall establish and implement a program that tracks Architect / Engineer, Contractor, and Construction Manager accountability using standard notices and/or reports to be issued by the project's Architect of Record or the LEA. If the number of severe notices or reports of non-conformance or non-compliance reaches an amount determined by the SBA to be excessive, the SBA may vote to place a Contractor, Architect, or Construction Manager on probation and bar the firm or individual from bidding or applying to work on an SBA-funded project for a minimum period of one year. In the case of a Contractor or Construction Manager, the West Virginia Contractor License Holder will be similarly barred.

501.02. Throughout the duration of the Project, the LEA, Architect, Contractor, and Construction Manager (where applicable) shall provide to the SBA staff all communication and information necessary so that the SBA staff may complete performance evaluations for the Architect / Engineer, Contractor, and Construction Manager. The SBA staff will, as a team, review all project documents and written communication from the entire project. Where significant and severe deficiencies of the party evaluated were found, the SBA staff shall recommend to the Authority placing the under-performing entity on probation.

501.03. The following standard tasks related to accountability shall be completed at the appropriate time and, among all other required Contract Documents, shall be used in the SBA performance evaluations:

501.031. Architect/Engineer Evaluation – The SBA staff shall, at the conclusion of the project, perform evaluations of all Architects / Engineers performing work on each SBA project. The Architect/Engineer shall be evaluated based on meeting design timelines, adherence to the project budget, the clarity of the Contract Documents, the issued standard notices of non-conformance or non-compliance issued to the Contractor when necessary, and the overall quality and performance of the Contract Documents.

501.032. Contractor Evaluation – The SBA staff shall, at the conclusion of the project, perform an evaluation of all Contractors performing work on each SBA project. The Contractor's performance, including the performance of all Subcontractors under the Contractor's surety for a project, shall be evaluated based on specific factors relating to the conformance and compliance of the Contract Documents including, but not limited to, the following:

- a. Quality of Construction relating to the number and severity of non-conformance notices received during Construction
- b. Project documentation tasks as outlined in the Contract Documents relating to the number and severity of non-conformance notices received during Construction
- c. Compliance with West Virginia Division of Labor reporting requirements
- d. Adherence to the project schedule including milestone and completion dates

501.033. Construction Manager Evaluation (Where Applicable) – The SBA Staff shall, at the conclusion of the project perform an evaluation of the Construction Manager performing work on each SBA project. Where applicable, the Construction Manager shall be evaluated based on the management of the project, accuracy of the project budget and schedules, the documented assurances that the Contractor is in compliance with the Contract Documents, and the value the team brings to the project.

501.04. Suspension Procedures – If the performance evaluations reveal critical issues related to the completion of the project within the time specified in the Contract Documents, Performance of the Work in conformance with the Contract Documents, or Project Closeout in a timely manner in compliance with Contract Documents, the staff will review the project documentation to ascertain the responsibility for the failure(s).

501.041. If a particular Architect / Engineer, Contractor, or Construction Manager has been a major contributor for the project's deficiencies, the SBA shall notify in writing the party in consideration for the suspension of the reason for the proposed suspension in sufficient detail to describe the conduct upon which the proposes suspension is based. The SBA shall present causes relied upon for the proposed suspension, procedures governing the suspension decision-making, and the potential effect(s) of the proposed suspension.

501.042. Within thirty (30) days of the receipt of notice, the party in consideration for the suspension shall have the right to submit in writing and/or request to appear before the Authority to give information and argument in opposition of the proposed suspension.

501.043. Using all necessary and relevant information available, the Authority shall make a suspension decision. In any suspension decision, the Authority shall make a specific finding, based on the substantial record, whether the public interest requires that the suspension decision extend to all commodities and services of the Contractor and/or Subcontractor, or whether the public interest allows the suspension decision to be limited to specific commodities or services.

501.044. The SBA may suspend the responsible party from bidding or applying for work on SBA-funded projects for a period of not less than one (1) year or more than two (2) years.

502. Grant Closeout Procedures

502.01. Once the LEA has notified the SBA that the project for which it has been receiving funding is complete, the SBA will send the County's Superintendent the Grant Closeout Form (SBA Form 502A) for review and completion.

502.02. The LEA must execute and return the Grant Closeout Form to the SBA, which will officially close the Grant.

502.03. The SBA will reconcile its records with those submitted on the Grant Closeout Form. Any remaining funds obligated to the Grant that have not been drawn will be forfeited back to the SBA.

502.04. The SBA, as Grantor, will provide any supplemental forms and notify the LEA of the Grant's reporting requirements per W.Va. Code §12-4-14.

**School Building Authority of West Virginia
Policy & Procedures Handbook
APPENDIX OF SBA FORMS**

**Chapter 1 Forms
FORMS TO SUPPLEMENT COMPREHENSIVE EDUCATIONAL FACILITIES PLANNING
(CEFP) PROCEDURES**

School Building Authority of West Virginia
EVALUATION INSTRUMENT
 Previous Comprehensive Educational Facility Plan (CEFP)
 From _____ To _____
SBA FORM 100-A

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

West Virginia Code §18-9D-16(G) and West Virginia Board of Education Policy 6200 require all LEAs to submit an objective evaluation of the ten-year Comprehensive Educational Facilities Plan (CEFP). This evaluation shall be completed by the CEFP committee established by the local board to plan the upcoming ten-year plan. The CEFP committee shall be comprised of community members and professional staff from each high school attendance area. The committee members will familiarize themselves with the state board requirements of the plan and the current CEFP prior to completing this evaluation form. All amendments to the plan since the inception of the previous ten-year plan will be objectively evaluated for their effectiveness and completeness of projects within that plan. The following instrument should be used to evaluate the previous CEFP and also be used as a means to improve future plans.

(1 = Poor Rating; 3 = Adequately met the need or requirement; 5 = Excellent Rating)

1. Did the CEFP contain all data required in State Board Policy 6200?

1 2 3 4 5

2. Was the data sufficient to allow prudent long-range planning decisions to be made regarding the educational direction and facility needs necessary to accomplish the desired goals of the ten-year plan?

1 2 3 4 5

3. Was the original plan significantly amended during the ten-year cycle? Yes _____ No _____
 If the original plan was altered:

(a) Did alternations in the plan generally prove to be positive changes?

1 2 3 4 5

(b) Did the amended plan effectively improve the LEA's ability to deliver the educational programs?

1 2 3 4 5

(c) Were the amendments generally educationally motivated?

1 2 3 4 5

4. Were local and SBA funds used effectively for individual school projects that further the overall goals of the plan and the goals of the SBA as defined in 18-9D-16(d)?

1 2 3 4 5

5. To what degree has/will the projects identified in the upcoming ten-year plan be effectively completed during this ten-year planning period?

25% 50% 70% 80% 85% 90% 95% 100%

Comments relative to the major issues (positive and negative) that led to the conclusion of the evaluation committee in Items 1 thru 5. (Additional comments may be attached)

Comments relative to improving the plan to be developed for the upcoming ten-year planning cycle.

List Committee Members below:

Name	Role / Position
------	-----------------

Committee Chairperson

Date

SBA 100-A

School Building Authority of West Virginia
FACILITY EVALUATION WORKSHEET
SBA FORM 100-B

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

Instructions: After completing the evaluation worksheet, complete the Space Evaluation and School Improvement Cost summary for the appropriate grade configuration.

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

	Year of Construction
Original Square Feet: _____	_____
Addition One: _____	_____
Addition Two: _____	_____
Addition Three: _____	_____
Addition Four: _____	_____
Addition Five: _____	_____
Addition Six: _____	_____
Addition Seven: _____	_____
Total Sq. Feet: _____	

ENERGY INDEXES:

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

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

SITE CONDITIONS:

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

Overall Site Condition: 1 2 3 4 5

DRAINAGE:

Drainage Remarks: (use additional sheets if needed)
 Overall Drainage Condition: 1 2 3 4 5

PARKING:

Paved Parking _____ square feet Unpaved Parking _____ square feet

Parking adequately lit: _____ Yes _____ No

Adequacy of Parking: 1 2 3 4 5

Parking Remarks: (use additional sheets if needed)

Overall Parking Condition: 1 2 3 4 5

BUS LOADING:

Bus Loading Adequate: _____ Yes _____ No

Bus Loading Remarks: (use additional sheets if needed)

Overall Bus Loading Condition: 1 2 3 4 5

ACCESS ROADS:

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

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

Access Roads Remarks: (use additional sheets if necessary)

Overall Access Road Condition: 1 2 3 4 5

PLAYFIELDS/PLAYCOURTS:

Adequacy of Playfields: 1 2 3 4 5

Adequacy of Playcourts: 1 2 3 4 5

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

Overall Playfield/Playcourts Condition: 1 2 3 4 5

SITE UTILITIES:

Electrical Services:

_____ Phase _____ Voltage _____ Amps

Electric Utility Company: _____

Main Service Feed into Building: _____ Underground _____ Overhead

Electrical Service Remarks: (use additional sheets if needed)

Overall Electrical Service Condition: 1 2 3 4 5

Fuel Sources:

_____ Natural Gas _____ Coal

_____ Fuel Oils _____ Propane

Other (Specify): _____

Fuel Utility Company: _____

Fuel Line Size: _____ inches

Fuel Sources Remarks: (use additional sheets if needed)

Overall Fuel Sources Condition: 1 2 3 4 5

Water Sources:

_____ Public _____ Well Water Line Size: _____ inches

Water Utility Company: _____

Water Sources Remarks: (use additional sheets if needed)

Overall Water Sources Condition: 1 2 3 4 5

Sewage Systems:

_____ Public _____ Septic Other (specify): _____

PSD: _____

Sewage System Remarks: (use additional sheets if needed)

Overall Sewage System Condition: 1 2 3 4 5

BUILDING COMPONENT EVALUATION:

BUILDING STRUCTURES:

_____ Load Bearing Masonry _____ Steel Frame
_____ Wood Frame Other (specify): _____

Building Structures Remarks: (use additional sheets if needed)

Overall Building Structure Condition: 1 2 3 4 5

FLOOR STRUCTURES:

_____ Steel Joist/Concrete Floor Area Square Feet: _____

_____ Wood Joists Floor Area Square Feet: _____

_____ Slab on Grade Floor Area Square Feet: _____

Other (specify): _____ Floor Area Square Feet: _____

Floor Structures Remarks: (use additional sheets if needed)

Overall Floor Structure Condition: 1 2 3 4 5

ROOF:

Roof Structure:

_____ Steel Joists _____ Wood Joists Other (specify): _____

Roof Structure Remarks: (use additional sheets if needed)

Overall Roof Structure Condition: 1 2 3 4 5

Roof Coverings:

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

Roof Coverings Remarks: (use additional sheets if needed)

WALL FINISHES:

	Square Feet	Condition
_____ Plaster	_____	_____
_____ Drywall	_____	_____
_____ Masonry	_____	_____
_____ Ceramic Tile	_____	_____

Other (specify): _____
 Wall Finishes Remarks: (use additional sheets if needed) _____

Overall Wall Finishes Condition: 1 2 3 4 5

CEILING FINISHES:	Square Feet	Condition
_____ Plaster	_____	_____
_____ Drywall	_____	_____
_____ Acoustical Tile	_____	_____
_____ Exposed	_____	_____
Other (specify): _____	_____	_____
Ceiling Finishes Remarks: (use additional sheets if needed)		

Overall Ceiling Finishes Condition: 1 2 3 4 5

FLOOR FINISHES:	Square Feet	Condition
_____ Asbestos Tile	_____	_____
_____ Vinyl Composition Tile	_____	_____
_____ Ceramic Tile	_____	_____
_____ Terrazzo	_____	_____
_____ Exposed Concrete	_____	_____
_____ Exposed Wood	_____	_____
Other (specify): _____	_____	_____
Floor Finishes Remarks: (use additional sheets if needed)		

Overall Floor Finishes Condition: 1 2 3 4 5

DOORS:

Exterior Doors:	Number	Condition
_____ Aluminum, Exterior	_____	_____
_____ Steel, Exterior	_____	_____
_____ Wood, Exterior	_____	_____
Other, (specify): _____	_____	_____
Exterior Doors Remarks: (use additional sheets if needed)		

Overall Exterior Doors Condition: 1 2 3 4 5

Interior Doors:	Number	Condition
_____ Aluminum, Interior	_____	_____
_____ Steel, Interior	_____	_____
_____ Hollow Core Wood	_____	_____
_____ Solid Core Wood	_____	_____
_____ Fire Rated Wood	_____	_____
Other (specify): _____	_____	_____
Interior Doors Remarks: (use additional sheets if necessary)		

Overall Interior Doors Condition: 1 2 3 4 5

WINDOWS:

Operating Windows:	Energy	Year
--------------------	--------	------

	Number	Efficient	Installed
_____ Aluminum Frame, Oper.	_____	_____	_____
_____ Steel Frame, Oper.	_____	_____	_____
_____ Wood Frame, Oper.	_____	_____	_____
_____ Vinyl Frame, Oper.	_____	_____	_____
_____ Rescue/Ventilation	_____	_____	_____
Other (specify): _____	_____	_____	_____

Operating Windows Remarks: (use additional sheets if needed)

Overall Operating Windows Condition: 1 2 3 4 5

Fixed Windows:

	Number	Energy Efficient	Year Installed
_____ Aluminum, Frame, Fixed	_____	_____	_____
_____ Steel Frame, Fixed	_____	_____	_____
_____ Wood Frame, Fixed	_____	_____	_____
_____ Vinyl Frame, Fixed	_____	_____	_____
Other (specify): _____	_____	_____	_____

Fixed Windows Remarks: (use additional sheets if needed)

Overall Fixed Windows Condition: 1 2 3 4 5

BOILERS:

	Number	Average mbh	Manufacturer
_____ Boilers, Gas Fired	_____	_____	_____
_____ Boilers, Coal Fired	_____	_____	_____
_____ Boilers, Oil Fired	_____	_____	_____
_____ Boilers, Wood Fired	_____	_____	_____
_____ Boilers, Propane Fired	_____	_____	_____

BOILERS (cont'd):

	Number	Average mbh	Manufacturer
Other (specify): _____	_____	_____	_____

Boilers Remarks: (use additional sheets if needed)

Overall Boilers Condition: 1 2 3 4 5

FURNACES:

	Number	Average mbh	Manufacturer
_____ Furnace, Gas Fired	_____	_____	_____
_____ Furnace, Coal Fired	_____	_____	_____
_____ Furnace, Oil Fired	_____	_____	_____
_____ Furnace, Propane Fired	_____	_____	_____
Other (specify): _____	_____	_____	_____

Furnace Remarks: (use additional sheets if needed)

Overall Furnaces Condition: 1 2 3 4 5

AIR HANDLING UNITS:

	Number
_____ Roof Type	_____
_____ Interior Units	_____
Other (specify): _____	_____

Air Handling Units Remarks: (use additional sheets if needed)

Overall Air Handling Condition: 1 2 3 4 5

INTERIOR VENTILATION TYPE:

Central

Individual

Other (specify): _____

Interior Ventilation Remarks: (use additional sheets if needed)

Overall Interior Ventilation Condition: 1 2 3 4 5

AIR HANDLING HEAT SYSTEMS:

Number

Cabinet, Fan Coil _____

Cabinet, Unit Heater _____

Individual Furnaces _____

Fin Coil _____

Radiator _____

AIR HANDLING HEAT SYSTEMS (cont'd): Number

Baseboard _____

Hot Water _____

Steam _____

Other (specify): _____

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

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

HEATING/COOLING UNITS:

Number

Unit Ventilators _____

Incremental Units _____

Heat Pumps, Standard _____

Heat Pumps, Water Source _____

Multi-Zone Units _____

Single Zone Units _____

Duct Heaters _____

Other (specify): _____

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

Overall Heating/Cooling Condition: 1 2 3 4 5

ELECTRICAL:

Lighting Fixtures:

Number

Florescent Fixtures _____

Incandescent Fixtures _____

Mercury Vapor Fixtures _____

High Pressure Sodium Fixtures _____

Other (specify): _____

Lighting Fixtures Remarks: (use additional sheets if needed)

Overall Lighting Fixtures Condition: 1 2 3 4 5

Fire Alarm System:

Manufacturer: _____

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

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

Overall Fire Alarm System Condition: 1 2 3 4 5

Power/Receptacle System:

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

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

TECHNOLOGY INFRASTRUCTURE:

	Condition
_____ Sufficient Electrical Capacity	_____
_____ Power Receptacles Availability	_____
_____ Technology Electrical Wiring	_____
_____ Technology Delivery Systems	_____
_____ ID Network Type (if available) _____	_____
_____ Inventory Records of Hardware	_____
Other (specify): _____	_____
Deficiencies _____	_____

Technology Remarks: (use additional sheets if needed)

Overall Technology Infrastructure Condition: 1 2 3 4 5

TECHNOLOGY ASSESSMENT:

	Condition
_____ Teacher Training	_____
_____ Software Use	_____
_____ Purchasing Practices	_____
_____ Network Administration	_____
_____ Certified Network Engineer	_____
Eng	_____
_____ Inventory Records	_____
Other (specify): _____	_____
Deficiencies _____	_____

Technology Remarks: (use additional sheets if needed)

Overall Technology Assessment Condition: 1 2 3 4 5

School Building Authority of West Virginia
FACILITIES SPACE EVALUATION
 Early Elementary Education (PreK-5)

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

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

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

RATING SCALE: 1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

1. ADMINISTRATION: Exist spaces _____ Reqd. spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

2. STUDENTS SERVICES: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

3. PRE-KINDERGARTEN: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

4. KINDERGARTEN: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

5. PRIMARY: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

6. ITINERANT SPACES: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

7. MEDIA CENTER: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

8. SPECIAL EDUCATION: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
9. MUSIC: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
10. ART: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
11. COMPUTER LAB: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
12. MULTI-PURPOSE: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 A. Activities
 Size: 1 2 3 4 5
 Condition: 1 2 2 4 5
 Remarks:

 B. Dining
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
13. SEPARATE DINING: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
14. KITCHEN: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Adequate Storage: 1 2 3 4 5
 Remarks:
15. STAFF/FACULTY: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
16. TOILETS: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5

FIXTURES: Exist fixtrs Reqd fixtrs Difference+/-
 Condition: 1 2 3 4 5
 Remarks:

17. STORAGE GENERAL: Exist spaces Reqd spaces Difference+/-
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

18. STORAGE INSTR.: Exist spaces Reqd spaces Difference+/-
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

19. CUSTODIAL: Exist spaces Reqd spaces Difference+/-
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

20. TECHNOLOGY CLOSETS: Exist spaces Reqd spaces Difference+/
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

21. OTHER SPACES: Exist spaces Reqd spaces Difference+/-
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

22. ADEQUACY/CONDITION OF FURNISHINGS AND EQUIPMENT:
 Condition: 1 2 3 4 5
 Remarks:

23. ECONOMIES OF SCALE: 1 2 3 4 5

24. BLDG UTILIZATION, (U): _____% 1 2 3 4 5
 Current Enrollment
 Building Utilization = $100 \times \frac{\text{Number of Existing Classrooms} \times 25}{\text{Number of classrooms used for exceptionalty education}}$
 Building Utilization = _____%

*Below 60 61-70 71-80 81-85 Greater than 85
 1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

*Building utilizations in the range of 80-90% are recommended. However, programmatic offerings must be considered and the building capacity may be reduced as programmatic offerings are factored into the utilization calculation.

School Building Authority of West Virginia
SCHOOL IMPROVEMENT COST SUMMARY
 Early Elementary Education (PreK-5)

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

(Based on deficiencies identified during the evaluation of existing facilities)

School Name/Use: _____
 County: _____
 Design Capacity Enrollment: _____

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

Plumbing	SQ FT	_____	_____	_____	_____
Heating/Ventilating	SQ FT	_____	_____	_____	_____
Air Conditioning	SQ FT	_____	_____	_____	_____
Lighting	SQ FT	_____	_____	_____	_____
Wiring	SQ FT	_____	_____	_____	_____
Fire Alarm	SQ FT	_____	_____	_____	_____
Communication System	SQ FT	_____	_____	_____	_____
Technology		_____	_____	_____	_____
Interior Doors	EACH	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Sub-Total		_____	_____	_____	_____

4. BUILDING ADDITIONS INCLUDING FURNITURE, FURNISHINGS, & EQUIPMENT:

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

5. SPECIAL CONSTRUCTION:

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

6. OTHER SPECIAL COSTS:

Sub-Total

7. ARCHITECTURAL/ENGINEERING FEES:

New Construction	%				
Renovations	%				

Sub-Total

8. MISCELLANEOUS:

Survey	EACH				
Soil Inv.	EACH				
Other					
Other					
Other					

Sub-Total

9. CONTINGENCIES:

New Construction	2%				
Renovations	6%				

Sub-Total

10. GRAND TOTAL PROJECT COST:

Additional Land Improved to Bring to State Standard	ACRES				
---	-------	--	--	--	--

Cost to Build a New School/No Land	Design/Capacity		\$/Student		Amount	
------------------------------------	-----------------	--	------------	--	--------	--

Ratio – Cost to Improve The Building/Cost of New Building					
---	--	--	--	--	--

School Building Authority of West Virginia
FACILITIES SPACES EVALUATION
 Middle School Education (6-8)

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

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

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

RATING SCALE: 1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

1. ADMINISTRATION: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

2. STUDENT SERVICES: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

3. BASIC:Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Language Arts
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

4. BASIC:Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Mathematics
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

5. BASIC:Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Social Studies
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

6. BASIC:Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Science
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

7. CORRECTIVE/REMEDIAL: Exist spaces _____ Reqd spaces _____ Difference+/- _____

- Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
8. HEALTH EDUCATION: Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
9. COMPUTER LAB: Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
10. LIBRARY/MEDIA CTR.: Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
11. ELECTRONIC TECH (LAB): Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
12. HOME ECONOMICS: Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
13. ART: Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
14. BUSINESS ED: Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
15. TECHNOLOGY EDUCATION: Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
16. MUSIC: Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
17. PHYSICAL ED: Exist spaces ___ Reqd spaces ___ Difference+/- ___

- Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
18. AUDITORIUM: Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
19. KITCHEN: Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
20. DINING: Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
21. EXCEPTIONAL: Exist spaces ___ Reqd spaces ___ Difference+/- ___
STUDENTS INSTRUCTION
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
22. STAFF/FACULTY: Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
23. TOILETS: Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
- FIXTURES: Exist fixtrs ___ Reqd fixtrs ___ Difference+/- ___
Condition: 1 2 3 4 5
Remarks:
24. CUSTODIAL: No. of spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
25. MECHANICAL: Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:
26. STORAGE GENERAL: Exist spaces ___ Reqd spaces ___ Difference+/- ___
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

27. STORAGE INSTR: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

28. OTHER SPACES: No. of spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

29. ADEQUACY/CONDITION OF FURNISHINGS AND EQUIPMENT:
 Condition: 1 2 3 4 5
 Remarks:

30. ECONOMIES OF SCALE: 1 2 3 4 5

31. BLDG UTILIZATION (U): _____% 1 2 3 4 5
 Current Enrollment
 Building Utilization = $100 \times \frac{\text{Current Enrollment}}{\text{Number of Existing Classrooms} \times 25}$

Building Utilization = _____%
 Number of classrooms used for exceptionality education _____

*Below 60 61-70 71-80 81-85 Greater than 85
 1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

*Building utilizations in the range of 80-90% are recommended. However, programmatic offerings must be considered and the building capacity may be reduced as programmatic offerings are factored into the utilization calculation.

School Building Authority of West Virginia
SCHOOL IMPROVEMENT COST SUMMARY
 Middle School Education (6-8)

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

(Based on deficiencies identified during the evaluation of existing facilities)

School Name/Use: _____
 County: _____
 Design Capacity Enrollment: _____

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

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

4. BUILDING ADDITIONS including Furniture, Furnishings and Equipment:

Administration	SQ FT	_____	_____	_____	_____
Student Services	SQ FT	_____	_____	_____	_____
Basic	SQ FT	_____	_____	_____	_____
Reading	SQ FT	_____	_____	_____	_____
Health Education	SQ FT	_____	_____	_____	_____
Computer Lab	SQ FT	_____	_____	_____	_____
Inst. Mat. Center	SQ FT	_____	_____	_____	_____
Home Economics	SQ FT	_____	_____	_____	_____
Art	SQ FT	_____	_____	_____	_____
Ind. Technology	SQ FT	_____	_____	_____	_____
Music	SQ FT	_____	_____	_____	_____
Physical Education	SQ FT	_____	_____	_____	_____
Auditorium	SQ FT	_____	_____	_____	_____
Kitchen	SQ FT	_____	_____	_____	_____
Dining	SQ FT	_____	_____	_____	_____
Business Education	SQ FT	_____	_____	_____	_____
Co-Op Education	SQ FT	_____	_____	_____	_____
Special Education	SQ FT	_____	_____	_____	_____
Drivers Education	SQ FT	_____	_____	_____	_____
Staff/Faculty	SQ FT	_____	_____	_____	_____
Toilets/Fixtures	SQ FT	_____	_____	_____	_____
Custodial	SQ FT	_____	_____	_____	_____
Mechanical	SQ FT	_____	_____	_____	_____
Storage – General	SQ FT	_____	_____	_____	_____
Storage – Instr.	SQ FT	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Circulation	@30%	_____	_____	_____	_____
Sub-Total		_____	_____	_____	_____

5. SPECIAL CONSTRUCTION:

Elevator	EACH	_____	_____	_____	_____
Sprinkler System	SQ FT	_____	_____	_____	_____

Kitchen Equipment	ALL	_____	_____	_____	_____
Waste Treatment	EACH	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Sub-Total		_____	_____	_____	_____
6. OTHER SPECIAL COSTS:					
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Sub-Total		_____	_____	_____	_____
7. ARCHITECTURAL/ENGINEERING FEES:					
New Construction	_____ %	_____	_____	_____	_____
Renovations	_____ %	_____	_____	_____	_____
Sub-Total		_____	_____	_____	_____
8. MISCELLANEOUS:					
Survey	EACH	_____	_____	_____	_____
Soil Inv.	EACH	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Sub-Total		_____	_____	_____	_____
9. CONTINGENCIES:					
New Construction	2%	_____	_____	_____	_____
Renovations	6%	_____	_____	_____	_____
Sub-Total		_____	_____	_____	_____
<hr/>					
10. GRAND TOTAL PROJECT COST		_____	_____	_____	_____
<hr/>					

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

School Building Authority of West Virginia
FACILITIES SPACES EVALUATION
 High School Education (9-12)

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

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

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

RATING SCALE: 1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

1. ADMINISTRATION: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

2. STUDENT SERVICES: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

3. BASIC: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Language Arts
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

4. BASIC: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Mathematics
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

5. BASIC: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Social Studies
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

6. BASIC: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Science – General Science
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

7. BASIC: Exist spaces _____ Reqd spaces _____ Difference+/- _____

Science – Chemistry/Physics

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

8. BASIC: Exist spaces ___ Reqd spaces ___ Difference+/- ___

Science – Lecture Lab

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

9. BASIC: Exist spaces ___ Reqd spaces ___ Difference+/- ___

Science – Biology

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

10. CORRECTIVE/ REMEDIAL: Exist spaces ___ Reqd spaces ___ Difference+/- ___

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

11. HEALTH EDUCATION: Exist spaces ___ Reqd spaces ___ Difference+/- ___

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

12. COMPUTER LAB: Exist spaces ___ Reqd spaces ___ Difference+/- ___

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

13. LIBRARY/MEDIA: Exist spaces ___ Reqd spaces ___ Difference+/- ___

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

14. FAMILY & CONSUMER SCIENCE: Exist spaces ___ Reqd spaces ___ Difference+/- ___

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

15. ART: Exist spaces ___ Reqd spaces ___ Difference+/- ___

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

16. TECHNOLOGY EDUCATION: Exist spaces ___ Reqd spaces ___ Difference+/- ___

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

17. MUSIC: Exist spaces Reqd spaces Difference+/- _____
- Size: 1 2 3 4 5
- Condition: 1 2 3 4 5
- Remarks:
18. PHYSICAL ED: Exist spaces Reqd spaces Difference+/- _____
- Size: 1 2 3 4 5
- Condition: 1 2 3 4 5
- Remarks:
19. AUDITORIUM: Exist spaces Reqd spaces Difference+/- _____
- Size: 1 2 3 4 5
- Condition: 1 2 3 4 5
- Remarks:
20. KITCHEN: Exist spaces Reqd spaces Difference+/- _____
- Size: 1 2 3 4 5
- Condition: 1 2 3 4 5
- Remarks:
21. DINING: Exist spaces Reqd spaces Difference+/- _____
- Size: 1 2 3 4 5
- Condition: 1 2 3 4 5
- Remarks:
22. BUSINESS ED: Exist spaces Reqd spaces Difference+/- _____
- Size: 1 2 3 4 5
- Condition: 1 2 3 4 5
- Remarks:
23. CO-OP EDUCATION: Exist spaces Reqd spaces Difference+/- _____
- Size: 1 2 3 4 5
- Condition: 1 2 3 4 5
- Remarks:
24. EXCEPTIONAL Exist spaces Reqd spaces Difference+/- _____
- STUDENT INSTRUCTION
- Size: 1 2 3 4 5
- Condition: 1 2 3 4 5
- Remarks:
25. DRIVERS ED: Exist spaces Reqd spaces Difference+/- _____
- Size: 1 2 3 4 5
- Condition: 1 2 3 4 5
- Remarks:
26. VOCATIONAL ED: Exist spaces Reqd spaces Difference+/- _____
- Agricultural Ed
- Size: 1 2 3 4 5
- Condition: 1 2 3 4 5

Remarks:

27. VOCATIONAL ED: Exist spaces _____ Reqd spaces _____ Difference+/- _____

Marketing Ed

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

28. VOCATIONAL ED: Exist spaces _____ Reqd spaces _____ Difference+/- _____

Diversified/Cooperative Training

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

29. VOCATIONAL ED: Exist spaces _____ Reqd spaces _____ Difference+/- _____

Vocational Health Occupations

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

30. VOCATIONAL ED: Exist spaces _____ Reqd spaces _____ Difference+/- _____

Family and Consumer Science

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

31. VOCATIONAL ED: Exist spaces _____ Reqd spaces _____ Difference+/- _____

Child Care Specialist

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

32. VOCATIONAL ED: Exist spaces _____ Reqd spaces _____ Difference+/- _____

Vocational/Industrial Technical

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

33. VOCATIONAL ED: Exist spaces _____ Reqd spaces _____ Difference+/- _____

Business Ed

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

34. VOCATIONAL ED: Exist spaces _____ Reqd spaces _____ Difference+/- _____

Tech. Ed

Size: 1 2 3 4 5

Condition: 1 2 3 4 5

Remarks:

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

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

36. TOILETS: Exist spaces ___ Reqd spaces ___ Difference+/- ___
 Size: 1 2 3 4 5

FIXTURES: Exist fixtrs ___ Reqd fixtrs ___ Difference+/- ___
 Condition: 1 2 3 4 5
 Remarks:

37. CUSTODIAL: Exist spaces ___ Reqd spaces ___ Difference+/- ___
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

38. MECHANICAL: Exist spaces ___ Reqd spaces ___ Difference+/- ___
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

39. STORAGE GENERAL: Exist spaces ___ Reqd spaces ___ Difference+/- ___
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

40. STORAGE INSTR: Exist spaces ___ Reqd spaces ___ Difference+/- ___
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

41. OTHER SPACES: No. of spaces ___ Reqd spaces ___ Difference+/- ___
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

42. ADEQUACY/CONDITION OF FURNISHINGS AND EQUIPMENT:
 Condition: 1 2 3 4 5
 Remarks:

43. ECONOMIES OF SCALE: 1 2 3 4 5

44. BLDG UTILIZATION (U): ___% 1 2 3 4 5

Current Enrollment

$$\text{Building Utilization} = 100 \times \frac{\text{Number of Existing Classrooms} \times 25}{\text{Number of Existing Classrooms} \times 25}$$

$$\text{Building Utilization} = \frac{\text{Number of classrooms used for exceptionalty education}}{\text{Number of Existing Classrooms} \times 25} \times 100\%$$

Number of classrooms used for exceptionalty education _____

*Below 60 61-70 71-80 81-85 Greater than 85

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

*Building utilizations in the range of 80-90% are recommended. However, programmatic offerings must be considered and the building capacity may be reduced as programmatic offerings are factored into the utilization calculation.

School Building Authority of West Virginia
SCHOOL IMPROVEMENT COST SUMMARY
 High School Education (9-12)

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

(Based on deficiencies identified during the evaluation of existing facilities)

School Name/Use: _____
 County: _____
 Design Capacity Enrollment: _____

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

Plumbing	SQ FT	_____	_____	_____	_____
Heating/Ventilating	SQ FT	_____	_____	_____	_____
Air Conditioning	SQ FT	_____	_____	_____	_____
Lighting	SQ FT	_____	_____	_____	_____
Wiring	SQ FT	_____	_____	_____	_____
Fire Alarm	SQ FT	_____	_____	_____	_____
Communication System	SQ FT	_____	_____	_____	_____
Technology		_____	_____	_____	_____
Interior Doors	EACH	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Sub-Total		_____	_____	_____	_____

4. BUILDING ADDITIONS including Furniture, Furnishings and Equipment:

Administration	SQ FT	_____	_____	_____	_____
Student Services	SQ FT	_____	_____	_____	_____
Basic	SQ FT	_____	_____	_____	_____
Reading	SQ FT	_____	_____	_____	_____
Health Education	SQ FT	_____	_____	_____	_____
Computer Lab	SQ FT	_____	_____	_____	_____
Inst. Mat. Center	SQ FT	_____	_____	_____	_____
Home Economics	SQ FT	_____	_____	_____	_____
Art	SQ FT	_____	_____	_____	_____
Ind. Technology	SQ FT	_____	_____	_____	_____
Music	SQ FT	_____	_____	_____	_____
Physical Education	SQ FT	_____	_____	_____	_____
Auditorium	SQ FT	_____	_____	_____	_____
Kitchen	SQ FT	_____	_____	_____	_____
Dining	SQ FT	_____	_____	_____	_____
Special Education	SQ FT	_____	_____	_____	_____
Staff/Faculty	SQ FT	_____	_____	_____	_____
Toilets/Fixtures	SQ FT	_____	_____	_____	_____
Custodial	SQ FT	_____	_____	_____	_____
Mechanical	SQ FT	_____	_____	_____	_____
Storage General	SQ FT	_____	_____	_____	_____
Storage Instructional	SQ FT	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Circulation	@30%	_____	_____	_____	_____
Sub-Total		_____	_____	_____	_____

5. SPECIAL CONSTRUCTION:

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

Other _____
 Other _____
 Other _____

Sub-Total _____

6. OTHER SPECIAL COSTS:

Sub-Total _____

7. ARCHITECTURAL/ENGINEERING FEES:

New Construction _____ %
 Renovations _____ %

Sub-Total _____

8. MISCELLANEOUS:

Survey EACH _____
 Soil Inv. EACH _____

Sub-Total _____

9. CONTINGENCIES:

New Construction 2% _____
 Renovations 6% _____

Sub-Total _____

10. GRAND TOTAL
 PROJECT COST

Additional Land
 Improved to Bring to
 State Standard _____
 ACRES _____

Cost to Build a New
 School/No Land _____
 Design/Capacity \$/Student Amount

Ratio – Cost to Improve
 The Building/Cost of
 New Building _____

SBA 100-B

School Building Authority of West Virginia
CEFP PROGRESS REPORT
SBA FORM 100-C

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

This progress report is to verify that the Planning Teams and Committees have completed the data collection portion of the CEFP – Phase I. Listed below are the key dates and information for which data has been compiled. This form shall be submitted to the WVBE and the SBA by September 30, the first year of each planning cycle.

Phase I Activities:	Anticipated No. of Meetings Remaining	Projected <i>or</i> Actual Date Completed
A. Goals and Objectives – Adopted by the County Board of Education	_____	_____
B. Community Analysis	_____	_____
C. Population and Enrollment Study	_____	_____
D. Educational Plan	_____	_____
E. Evaluation and Inventory of Existing Facilities	_____	_____

What is your projected completion date for the plan? _____

Are you (ahead of / on target with / behind) the state’s scheduled timelines for the CEFP development?

What are the major issues you face as the Phase deadlines for the CEFP approaches?

Do you have any additional feedback to provide to the statewide planning team or contractors?

 Superintendent Signature

 Submitted by

SBA 100-C

School Building Authority of West Virginia
TRANSLATING EDUCATIONAL NEEDS INTO FACILITY NEEDS
COUNTY REVIEW
SBA FORM 100-D

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

Executive Summary

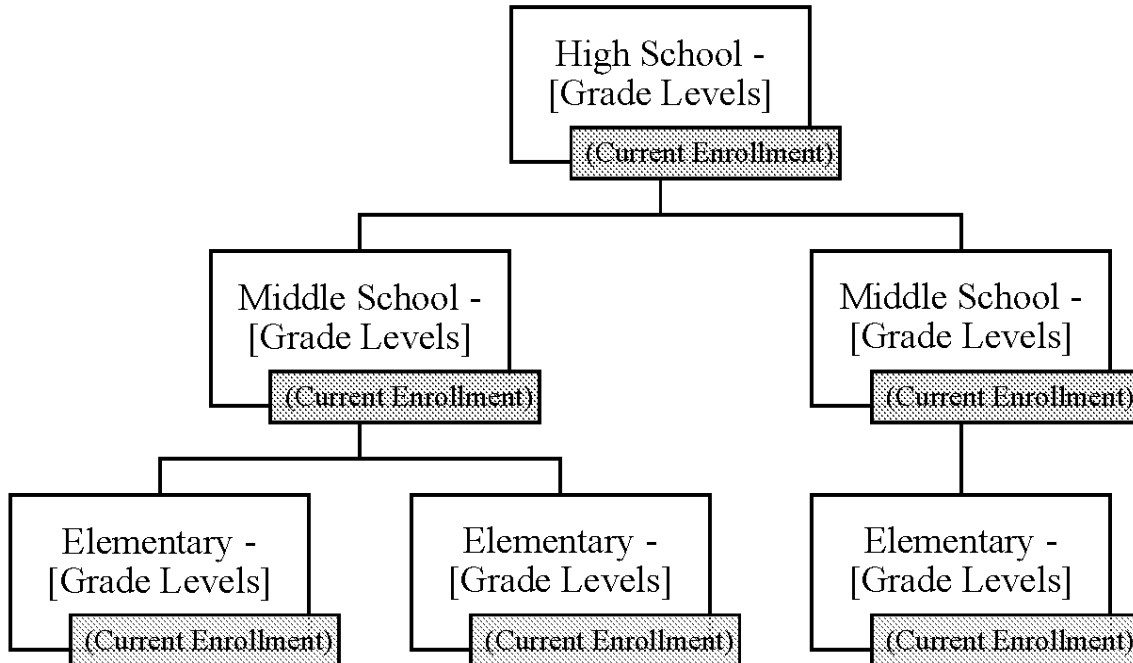
The county shall use the data collected in the community analysis, the population and enrollment study, the educational plan, the evaluation and inventory of existing facilities, and the intercountry facility feasibility study to make decisions that will determine the future facility needs of the county. This plan will ensure that facilities are in compliance with state and local requirements and address the educational needs of the county.

Instructions

Prior to determining the recommendations for each facility, a review of the gathered information must be completed, and a study of the high school feeder summary must be performed. In addition to this template, please complete the supporting template for your county, *Translating Educational Needs into Facility Needs-Building Review*

Complete a chart for each high school attendance area. To add additional schools and their grade levels in the chart, click anywhere on the chart and use the pop-up to add the school name and grade levels. To add the Current Enrollment numbers, double click into the Enrollment box. In addition to the chart below, complete the information in the table following for each school within the high school attendance area.

Current High School Attendance Area Overview



[High School Name] Attendance Area

Please Reference the Analytics Section on Dude Solutions 360 TM to pull in the values for the Program Utilization, Facility Condition Index (FCI) and Energy Usage Index (EUI).

- **Program Utilization:** Preferred method of calculation where enrollment of each school is divided by the number of “seats” available at a given time throughout the day.
- **Facility Condition Index (FCI):** Calculated as the backlog of Needs for the Building/Location, divided by the CRV (Current Replacement Value). $(Backlog / CRV) \times 100$
- **Energy Usage Index (EUI):** The amount of energy consumed divided by the gross area, in square feet.

Data	[High School Name]
School Number	
Date of Original Construction	
Number of Additions	
5 th Year Projected Enrollment	
Building Program Capacity	
Program Utilization (%)	
Cost to Bring Facility up to Current Codes & Standards (\$)	
Replacement Cost (SBA Formula \$)	
Facility Condition Index (FCI)	
Energy Usage Index (EUI)	

Data	[Middle School Name]	[Middle School Name]
School Number		
Date of Original Construction		
Number of Additions		
5 th Year Projected Enrollment		
Building Program Capacity		
Program Utilization (%)		
Cost to Bring Facility up to Current Codes & Standards (\$)		
Replacement Cost (SBA Formula \$)		
Facility Condition Index (FCI)		
Energy Usage Index (EUI)		

Data	[Middle School Name]	[Middle School Name]
School Number		
Date of Original Construction		
Number of Additions		
5 th Year Projected Enrollment		
Building Program Capacity		
Program Utilization (%)		
Cost to Bring Facility up to Current Codes & Standards (\$)		
Replacement Cost (SBA Formula \$)		
Facility Condition Index (FCI)		
Energy Usage Index (EUI)		

School Building Authority of West Virginia
TRANSLATING EDUCATIONAL NEEDS INTO FACILITY NEEDS
BUILDING REVIEW
SBA FORM 100-E

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

Building Review and Recommendations Report, compiled alphabetically by school.

Instructions: For each existing facility within the county, complete a review and recommendations report by answering the four sections of questions.

[SCHOOL NAME]
[SCHOOL ADDRESS]

Describe Existing Facility:

Given the details gathered in the charts in 100.016.1 Translating Educational Needs- HS Attendance Overview, describe the existing facility with respect to how the facility adequately meets or does not adequately meet the objectives and information gathered in Phase I, which includes the Goals & Objectives, Educational Plan, Community Analysis, Population & Enrollment Study, and the Evaluation & Inventory of Existing Facilities.

Describe Existing Facility Site:

Describe the existing site adequately meets or does not adequately meet WVBE Policy 6200 Chapter 2 – Site selection Criteria and the information and directives provided in Phase I of the CEF.

Recommendations for Future Use of Existing Facility:

Describe any recommended changes to grade configuration(s), specific improvements/renovations necessary, new square footage required, or if a new facility is an option, based on the information and directives provided in Phase I of the CEF. Identify specific inadequacies in the facility related to health and safety, building integrity, or educational capability of the facility and identify project(s) to address these needs.

Cost Estimates for Recommendations:

To implement the facility recommendations above, provide correlating **detailed** budgetary cost estimates that bring the facility into compliance with all WVDE, SBA, and State of West Virginia codes & standards.

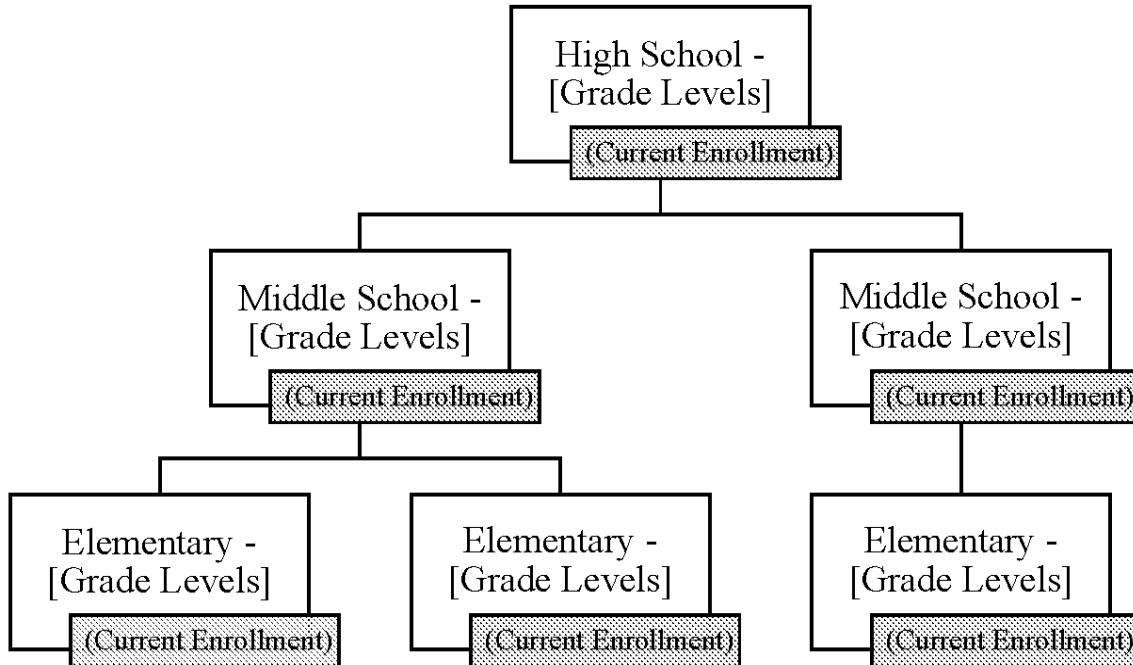
SBA 100-E

School Building Authority of West Virginia
TRANSLATING EDUCATIONAL NEEDS INTO FACILITY NEEDS
 BUILDING REVIEW
SBA FORM 100-F

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

A. Feeder School Summary Report

Instructions: For each High School Attendance Area within the county, complete a new chart to display what it will look like after all changes are implemented.



B. Feeder School Summary Report Narrative

In coordination with the feeder school summary, compile a list alphabetically by high school attendance area to provide an analysis of feeder schools and any systematic changes that are proposed to occur in the next planning cycle. Provide the facility name, whether it's a re-designation or a closure and the date of the change below for each High School Attendance area.

[High School Name] Attendance Area

Facility Name	Re-designation/Closure	Proposed Date Change

C. A High School Attendance Area Facility Report

Compile a list alphabetically by high school attendance area to provide an analysis of necessary and proposed improvements in each community. Mark all that apply with an X for each school. Add columns for each additional school. There are separate charts for each school type.

[High School Name] Attendance Area

Building Use	[High School Name]
Functional School	
Continued School	
Closed School	
Transitional School	
New School (Replacement)	
Consolidated School	
Building Improvements	
New Construction (Addition)	
Site Improvements	
Building Repair	
Building Envelope Renovation (New Comp)	
Interior Remodeling (Sp Imp)	
New Interior Finishes	
Window Replacement	
Doors & Frame Replacement	
Plumbing Renovations	
Heating/Ventilation Improvement	
Air Conditioning	
Special Use Space Improvements (Technology, Media etc.)	
Roof Repair	
Accessibility Improvements	
Health & Safety Improvements	
Furnishing & Equipment Improvements	
Portable Replacement	

Building Use	[Middle School Name]	[Middle School Name]
Functional School		
Continued School		
Closed School		
Transitional School		
New School (Replacement)		
Consolidated School		
Building Improvements		
New Construction (Addition)		
Site Improvements		
Building Repair		
Building Envelope Renovation (New Comp)		
Interior Remodeling (Sp Imp)		

New Interior Finishes		
Window Replacement		
Doors & Frame Replacement		
Plumbing Renovations		
Heating/Ventilation Improvement		
Air Conditioning		
Special Use Space Improvements (Technology, Media etc.)		
Roof Repair		
Accessibility Improvements		
Health & Safety Improvements		
Furnishing & Equipment Improvements		
Portable Replacement		

Building Use	[Elementary School Name]	[Elementary School Name]
Functional School		
Continued School		
Closed School		
Transitional School		
New School (Replacement)		
Consolidated School		
Building Improvements		
New Construction (Addition)		
Site Improvements		
Building Repair		
Building Envelope Renovation (New Comp)		
Interior Remodeling (Sp Imp)		
New Interior Finishes		
Window Replacement		
Doors & Frame Replacement		
Plumbing Renovations		
Heating/Ventilation Improvement		
Air Conditioning		
Special Use Space Improvements (Technology, Media etc.)		
Roof Repair		
Accessibility Improvements		
Health & Safety Improvements		
Furnishing & Equipment Improvements		
Portable Replacement		

Total Estimated Expenditures in This Attendance Area: \$

NOTE: Complete a series of charts for each High School Attendance Area

D. A Countywide Facility Classification

List each facility within the county and its classification per the Building Review and Recommendation Report of this document.

Facility Name	Classification	If Transitional, Describe Future Use

School Classification Categories:

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

T = Transitional A school facility that is projected to be utilized throughout the ten-year planning cycle but will experience a change in its configuration or use.

F = Functional A school facility that is projected for closure between the fifth and tenth year during the ten-year planning period

C = Closure A school facility that is projected for closure before the fifth year of the ten-year planning period.

E. School Safety

Provide a school access safety repair and renovation schedule for each school.

School	Repair / Renovations	Budgeted Cost	Anticipated Completion

G. Project Priority List

Provide a prioritized list of projects from the facility recommendations above. Also include a ten-year timeline to indicate the anticipated completion of each of these projects.

Priority	Facility Name	Project Name	Budgeted Cost (\$)	Anticipated Completion (YR)
1				
2				
3				
4				
5				
6				
7				

NOTE: Use additional rows if necessary.

SBA 100-F

School Building Authority of West Virginia
ABANDONED SCHOOLS REPORT
SBA FORM 100-H

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

(List only abandoned schools still in the ownership of the LEA)

School Name	Location	Approx. Square Footage	Date Constructed	Date of Closure	Building Condition	Future Plans

SBA 100-H

School Building Authority of West Virginia
CEFP EXECUTIVE SUMMARY
SBA FORM 100-I

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

COUNTY: _____ PLANNING CYCLE: _____

1. Number of existing schools currently within the county (Include career technical, special education, adult education) _____
2. Number of schools that will be closed during the ten-year planning period _____
3. Number of schools that will exist in the county at the close of the ~~ten-year~~ planning period if the CEFP is completed. _____
4. Total estimated cost remaining to implement the entire CEFP \$ _____
5. Total estimated cost of anticipated SBA-funded Needs and MIP projects in the CEFP. \$ _____
6. Total cost for all other projects within the CEFP to be funded from county or other sources excluding SBA funds. \$ _____
7. Has regionalization of school facilities been considered within the CEFP? Yes: _____
If so, please give a brief description. No: _____

8. *Approximate annual cost savings as a result of school closures anticipated in the CEFP?
Annual Cost Savings: \$ _____ Avoided Costs: \$ _____
Include approximate savings such as: annual utilities, annual maintenance & reduced staff. Also, subtract any related costs associated with additional transportation, one-time cost for moving of student and staff from a closed facility, etc.
9. Have educational innovations been addressed with the CEFP? Yes _____
If so, please give a brief description. No _____

*Please indicate annual cost savings per county as indicated. Also, please indicate any cost avoided per county such as anticipated expenditures on schools scheduled to be closed for major renovations that may be required should the facility remain open.

Date
SBA 100-I

Superintendent Signature

School Building Authority of West Virginia
**COMPREHENSIVE EDUCATIONAL FACILITIES PLAN
 APPLICATION FOR AMENDMENT
 SBA FORM 101**

To be submitted to the SBA and the WVBE

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

COUNTY: _____ DATE: _____

AMENDMENT #: _____ AMENDMENT TYPE(s):
 A. Budget ___ B. Project ___ C. Overall Plan _____

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

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

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

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

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

B. AMENDMENT TO EXISTING OR NEW PROJECT (Complete information on additional pages if 2, 3, or 4 are checked below)

- | | |
|---|---|
| 1. <input type="checkbox"/> Revise the scope of an existing project | 2. <input type="checkbox"/> Add a new project not currently in CEFP |
| 3. <input type="checkbox"/> New addition or renovation project | 4. <input type="checkbox"/> Technology and/or bldg. infrastructure Improvements |

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

C. OVERALL PLAN AMENDMENT (Complete Information on additional pages)

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

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

1. Describe how the amendment alters the current ten-year ~~comprehensive educational facilities plan~~ CEFP, project, finance plan, and changes in the scope of the project. (Narrative)

2. Provide the impact of this amendment upon the educational opportunities of students and the budget of the LEA. (Narrative)

3. Describe how the existing facility plan does not and the proposed amendment does meet the following goals of the SBA as described in W.Va. Code §18-9D-16:

- a. Student health and safety including, but not limited to, critical health and safety needs
- b. Economies of Scale, including compatibility with similar schools that have achieved the most economical organization, facility use, and pupil-teacher ratios
- c. Reasonable Travel Time and practical means of addressing other demographic considerations
- d. Multi-County and regional planning to achieve the most effective and efficient instructional delivery system
- e. Curriculum improvements and diversification, including the use of instructional technology, distance learning and access to advanced courses in science, mathematics, language arts, and social studies

f. Innovations in Education

g. Adequate Space for projected student enrollments

h. The history of efforts taken by the LEA to propose or adopt local school bond issues or special levies to the extent Constitutionally permissible

i. Regularly scheduled preventive maintenance

j. How the project will assure the prudent and resourceful expenditure of state funds and achieve the purposes of this article for constructing, expanding, renovating or otherwise improving and maintaining school facilities for a thorough and efficient education

E. SUBMISSION OF REVISED CEFP PAGES

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

FOR SBA AND WVDE USE ONLY

Project Number: _____

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

SBA APPROVAL DATE: _____ WVBE APPROVAL DATE: _____

SBA 101

School Building Authority of West Virginia

ANNUAL ENERGY USE

SBA FORM 110

Please complete this form and send to SBA and SDE

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

County: _____ Date: _____
 Project: _____ Year Occupied: _____
 Grade Configuration: _____ Building Square Footage: _____
 Architect / Engineer: _____ Conditioned Square Footage: _____

Briefly describe the HVAC type and other major sources of energy demand within this facility:

Describe any current or proposed energy conservation projects for this school:

ENERGY INDEXES: List the total amount of each fuel source consumed for the previous year, then multiply by the BTU Conversion factor to give the Total BTU used.

Source (Units)	Consumption Per Year	Conversion (BTU/Unit)	= Total BTU
Electric (Kilowatt-Hrs)		3,412	
Natural Gas (MCF) -or-		1,037,000	
Natural Gas (Decootherms)		1,000,000	
Coal (Tons)		24,000,000	
#2 Fuel Oil (Gallons)		138,874	
Propane (Pounds)		21,600	
Used Oil (Gallons)		125,000	
Wood Chips (Tons)		16,500,000	
Other (Specify			
Amount:			
Units:			
Total BTU Used:			
Divided by Conditioned Square Footage:			
ENERGY USAGE INDEX (EUI):			

Information Prepared By: _____ Date _____

Signature of Superintendent: _____ Date _____
 SBA 110

School Building Authority of West Virginia
Policy & Procedures Handbook
APPENDIX OF SBA FORMS

Chapter 2 Forms
FORMS TO SUPPLEMENT GRANTS, APPLICATIONS, AND FINANCE PROCEDURES

School Building Authority of West Virginia
SCHOOL CONSTRUCTION FUND NEEDS PROJECT
EXECUTIVE SUMMARY
SBA FORM 201

NOTE: In order to provide the best information to the SBA, this form must be filled out completely and with clarity. Please consult with the SBA staff if you have any questions regarding required information on this form.

PROJECT: _____
COUNTY: _____ **COUNTY PRIORITY:** _____

PROPOSED FUNDING SOURCES FOR THIS PROJECT

SBA Funds Request \$ _____
 Local Funds Commitment \$ _____
 Federal Funds \$ _____
 Other Funds () \$ _____
 Total Project Cost \$ _____

PROJECT DESCRIPTION:

COUNTY FINANCE INFORMATION:

Bonding Capacity \$ _____ Available Bonding Capacity \$ _____
 Excess Levy Capacity \$ _____ Remaining Levy Capacity \$ _____
 Financially Distressed County by the WVDE? Yes ___ No ___
 If you have an Excess Levy:
 What percentage are you currently collecting? _____ %
 What amount of the excess levy is dedicated to capital improvements annually? \$ _____
 What is the expiration date of your levy? _____

PROJECT STATUS:

Site Selected: Yes ___ No ___ New Site ___ N/A ___
 Flood Elevation Certification Received: Yes ___ No ___
 Geotechnical: Yes ___ No ___
 Existing Board Owned Property: Yes ___ No ___ Option to Purchase ___
 Survey Performed: Yes ___ No ___

Describe all Site Programming / Preliminary Building Design Completed at this time:

SCHOOL CLOSURE STATUS:

School Closure Required Yes _____ No _____
County Hearing Complete Yes _____ No _____
County BOE Approved Yes _____ No _____
WV BOE Approved Yes _____ No _____ If No, Date Scheduled: _____

OPERATIONAL AND FINANCIAL IMPACTS OF THIS PROPOSED PROJECT

Describe the Anticipated Annual Savings: \$ _____

Describe the Projected Cost Avoidance: \$ _____

COMPLIANCE WITH SBA REQUIREMENTS AS DESCRIBED IN W.VA. CODE §18-9D-16

Describe how the current facilities do not meet *and* how the project grant request proposes to address the following criteria:

I. HEALTH AND SAFETY

Is the facility located in the flood plain? Yes _____ No _____

If the facility has previously been damaged by a flooding event, please indicate the year in which the event occurred and the dollar amount of damage sustained.

Describe how the project addresses student health and safety including, but not limited to, critical health and safety needs.

II. ECONOMIES OF SCALE

Using the grade configuration described, the proposed facility will _____ will not _____ meet the SBA Economies of Scale Guidelines as set forth in Section 207 of the Policy & Procedures Handbook. The facility houses (will house) _____ students while _____ students are required to meet Economies of Scale Guidelines of this grade configuration.

Describe how the proposed project proposes to achieve economies of scale, including compatibility with similar schools that have achieved the most economical organization, facility use and pupil-teacher ratios.

III. REASONABLE TRAVEL TIME

Describe any proposed changes to student travel time and the practical means of addressing other demographic considerations.

IV. MULTI-COUNTY PROJECT

As a part of this project proposal, describe any considerations given include any multi-county and regional planning aspects to achieve the most effective and efficient instructional delivery system.

V. CURRICULUM IMPROVEMENT AND DIVERSIFICATION

Describe any considerations given in this project toward curriculum improvement and diversification, including the use of instructional technology, distance learning, and access to advanced courses in science, mathematics, language arts, social studies, and career programs, etc.

VI. EDUCATIONAL INNOVATIONS

Describe any provisions within this project proposal that strive to achieve innovations in education.

VII. ADEQUATE SPACE

Describe how this proposal affects the ability to provide adequate space for the projected student enrollment.

VIII. LOCAL BOND HISTORY EFFORTS

Describe the history of efforts taken by the county board to propose or adopt local school bond issues or special levies to the extent Constitutionally permissible

IX. PREVENTATIVE MAINTENANCE

Describe how the proposed project impact's the County's regularly scheduled Preventative Maintenance program.

ADDITIONAL COMMENTS:

#1 DESCRIPTION OF EXISTING FACILITIES

- _____ School currently houses grades _____
- Constructed on a _____ acre site in 20__ which is adequate _____ inadequate _____
- _____ major addition(s) in 20__
- Existing _____ story facility contains _____ sq.ft.
- Is the existing facility located in the flood plain? Yes _____ No _____
- Current enrollment is _____
- 8th Year Projected Enrollment _____
- Building utilization is _____ %
- Utilities: Public Water _____ On-Site Well _____ Public Sewage _____
- Package Plant _____ Other _____
- HVAC: Gas _____ Electric _____ Coal _____ Other _____
- What is the facility's Energy Usage Index (EUI)? _____
- Cost to upgrade to current standard is \$ _____
- Existing facility contains _____ major structural problems
- Health, safety and building accessibility, comments: _____

#2 DESCRIPTION OF EXISTING FACILITIES

- _____ School currently houses grades _____
- Constructed on a _____ acre site in 20__ which is adequate _____ inadequate _____
- _____ major addition(s) in 20__
- Existing _____ story facility contains _____ sq.ft.
- Is the existing facility located in the flood plain? Yes _____ No _____
- Current enrollment is _____
- 8th Year Projected Enrollment _____
- Building utilization is _____ %
- Utilities: Public Water _____ On-Site Well _____ Public Sewage _____
- Package Plant _____ Other _____
- HVAC: Gas _____ Electric _____ Coal _____ Other _____
- What is the facility's Energy Usage Index (EUI)? _____
- Cost to upgrade to current standards is \$ _____
- Existing facility contains _____ major structural problems
- Health, safety and building accessibility, comments: _____

Complete one of the above descriptions for each school affected.

SBA 201

School Building Authority of West Virginia
MAJOR IMPROVEMENT PROJECT (MIP)
EXECUTIVE SUMMARY
SBA FORM 202

NOTE: In order to provide the best information to the SBA, this form must be filled out completely and with clarity.

PROJECT: _____
COUNTY: _____ **COUNTY PRIORITY:** _____

PROPOSED FUNDING SOURCES FOR THIS PROJECT

SBA Funds Request	\$ _____
Local Funds Commitment	\$ _____
Federal Funds	\$ _____
Other Funds (_____)	\$ _____
Total Project Cost	\$ _____

PROJECT DESCRIPTION:

COUNTY FINANCE INFORMATION:

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

- Are Excess Levy Funds Dedicated Annually to Maintenance? Yes ___ No ___
 Amount \$ _____
- Are Excess Levy Funds Dedicated Annually to Building Improvements? Yes ___ No ___
 Amount \$ _____
- Percent of Total Building Improvement or Maintenance Budget supported by Levy _____%.
 (Based on data provided above)
- Percent of Total County Budget dedicated to Facility Maintenance _____%
- Number of County Maintenance Employees: _____
- Maintenance Budget this Year \$ _____
- Maintenance Expenditures Last Year Total \$ _____
 \$/Square Foot _____

OPERATIONAL AND FINANCIAL IMPACTS OF THIS PROPOSED PROJECT

Describe the Anticipated Annual Savings: \$ _____

Describe the Projected Cost Avoidance: \$ _____

COMPLIANCE WITH SBA REQUIREMENTS AS DESCRIBED IN W.VA. CODE §18-9D-16

Describe how the current facilities do not meet *and* how the project grant request proposes to address the following criteria:

I. HEALTH AND SAFETY

Is the facility located in the flood plain? Yes _____ No _____

If the facility has previously been damaged by a flooding event, please indicate the year in which the event occurred and the dollar amount of damage sustained.

Describe how the project addresses student health and safety including, but not limited to, critical health and safety needs.

II. ECONOMIES OF SCALE

Using the grade configuration described, the proposed facility will _____ will not _____ meet the SBA Economies of Scale Guidelines as set forth in Section 207 of the Policy & Procedures Handbook. The facility houses (will house) _____ students while _____ students are required to meet Economies of Scale Guidelines of this grade configuration.

Describe how the proposed project proposes to achieve economies of scale, including compatibility with similar schools that have achieved the most economical organization, facility use and pupil-teacher ratios.

III. REASONABLE TRAVEL TIME

Describe any proposed changes to student travel time and the practical means of addressing other demographic considerations.

IV. MULTI-COUNTY PROJECT

As a part of this project proposal, describe any considerations given include any multi-county and regional planning aspects to achieve the most effective and efficient instructional delivery system.

V. CURRICULUM IMPROVEMENT AND DIVERSIFICATION

Describe any considerations given in this project toward curriculum improvement and diversification, including the use of instructional technology, distance learning and access to advanced courses in science, mathematics, language arts and social studies

VI. EDUCATIONAL INNOVATIONS

Describe any provisions within this project proposal that strive to achieve innovations in education.

VII. ADEQUATE SPACE

Describe how this proposal affects the ability to provide adequate space for the projected student enrollment.

VIII. LOCAL BOND HISTORY EFFORTS

Describe the history of efforts taken by the county board to propose or adopt local school bond issues or special levies to the extent Constitutionally permissible

IX. PREVENTIVE MAINTENANCE

Describe how the proposed project impact's the County's regularly scheduled Preventative Maintenance program.

X. EFFECTIVE AND EFFICIENT USE OF FUNDING

Describe how the proposed project represents and effective use of state and local funding.

ADDITIONAL COMMENTS:

SBA 202

School Building Authority of West Virginia
~~THREE PERCENT~~ MULTI-COUNTY / STATEWIDE PROJECT
EXECUTIVE SUMMARY
SBA FORM 203

NOTE: In order to provide the best information to the SBA, this form must be filled out completely and with clarity.

PROJECT: _____
FACILITY: _____ PROJECT PRIORITY: _____
COUNTIES SERVED: _____

PROPOSED FUNDING SOURCES FOR THIS PROJECT

SBA Funds Request	\$ _____
Local Funds Commitment	\$ _____
Federal Funds	\$ _____
Other Funds (_____)	\$ _____
Total Project Cost	\$ _____

PROJECT DESCRIPTION:

FACILITY FINANCE INFORMATION:

- Percent of Total Budget dedicated to Facility Maintenance _____ %
- Maintenance Budget this Year \$ _____
- Number of Maintenance Employees: _____
- Maintenance Expenditures Last Year Total \$ _____
\$ / Square Foot _____

OPERATIONAL AND FINANCIAL IMPACTS OF THIS PROPOSED PROJECT

Describe the Anticipated Annual Savings: \$ _____

Describe the Projected Cost Avoidance: \$ _____

COMPLIANCE WITH SBA REQUIREMENTS AS DESCRIBED IN W.VA. CODE §18-9D-16

Describe how the current facilities do not meet *and* how the project grant request proposes to address the following criteria:

I. HEALTH AND SAFETY

Is the facility located in the flood plain? Yes _____ No _____

If the facility has previously been damaged by a flooding event, please indicate the year in which the event occurred and the dollar amount of damage sustained.

Describe how the project addresses student health and safety including, but not limited to, critical health and safety needs.

II. ECONOMIES OF SCALE

Describe how the proposed project proposes to achieve economies of scale, including compatibility with similar schools that have achieved the most economical organization, facility use and pupil-teacher ratios.

III. REASONABLE TRAVEL TIME

Describe any proposed changes to student travel time and the practical means of addressing other demographic considerations.

IV. MULTI-COUNTY PROJECT

As a part of this project proposal, describe any considerations given include any multi-county and regional planning aspects to achieve the most effective and efficient instructional delivery system.

V. CURRICULUM IMPROVEMENT AND DIVERSIFICATION

Describe any considerations given in this project toward curriculum improvement and diversification, including the use of instructional technology, distance learning and access to advanced courses in science, mathematics, language arts and social studies

VI. EDUCATIONAL INNOVATIONS

Describe any provisions within this project proposal that strive to achieve innovations in education.

VII. ADEQUATE SPACE

Describe how this proposal affects the ability to provide adequate space for the projected student enrollment.

VIII. LOCAL BOND HISTORY EFFORTS

Describe the history of efforts taken by the county board to propose or adopt local school bond issues or special levies to the extent Constitutionally permissible

IX. PREVENTIVE MAINTENANCE

Describe how the proposed project impact's the County's regularly scheduled Preventative Maintenance program.

X. EFFECTIVE AND EFFICIENT USE OF FUNDING

Describe how the proposed project represents and effective use of state and local funding.

ADDITIONAL COMMENTS:

SBA 203

School Building Authority of West Virginia
SCHOOL ACCESS SAFETY AUDIT
SBA FORM 206

COUNTY: _____ SCHOOL: _____
DATE AUDIT PERFORMED: _____
AUDITED BY: _____

Access Control Audit – Planning

A Safety Committee’s primary function is to monitor school safety needs for the purpose of identifying problems and recommending solutions for school safety. These stakeholders serve as the steering committee for self-assessment and planning. Written policies communicate responsibilities for preventing, managing and responding to violence or crises.

Indicate the extent to which each of the following is in place.

not at all/ partial/ effective

- ___ ___ ___ 1. A functional school Safety Committee (i.e. administrator, teacher, secretary, custodian, student, parent, 911 responders) is in place.
- ___ ___ ___ 2. There is a system-wide, documented “Closed Campus” policy to ensure authorized access to the school by staff, students and visitors.
- ___ ___ ___ 3. There are system-wide, documented “Lock Down” procedures for staff.
- ___ ___ ___ 4. “Lock Down” procedures are drilled and evaluated on a regular basis to ensure timely responses for staff and students.
- ___ ___ ___ 5. All visitors are required to produce photo ID and be authorized by a staff member at the main entrance before access to the building is permitted.
- ___ ___ ___ 6. All visitors are issued a temporary badge that hangs on a lanyard around the neck before access to the building is permitted.
- ___ ___ ___ 7. Has a current and comprehensive crisis plan in place, known by staff and rehearsed through periodic drills (i.e. evacuation, shelter-in-place).
- ___ ___ ___ 8. Accurate evacuation maps are posted in every room (i.e. classrooms, offices, restrooms) in the school.
- ___ ___ ___ 9. Has a documented chain-of-command structure in place to manage crises.

Access Control Audit – Deterrence

Deterrence is any preemptive action, reaction, administrative capability, or design, which moderates a threat or act. It reduces the motivation of adversaries (i.e., discourages, hinders, impedes, restrains).

Indicate the extent to which each of the following is in place.

not at all/ partial/ effective

- ___ ___ ___ 1. Signs at campus entries (i.e. parking lot) and perimeter prohibit contraband (i.e. weapons, drugs) and trespassing on school property.
- ___ ___ ___ 2. Signs on all school exterior doors, inside and outside, state each door's usage (i.e. main entrance, alternate entrance, emergency exit).
- ___ ___ ___ 3. Numbers are clearly posted on all school exterior doors, inside and outside, for emergency responders.
- ___ ___ ___ 4. Room numbers are clearly posted on all interior doors (i.e. offices, classrooms) for emergency responders.
- ___ ___ ___ 5. Fixed or moveable barriers are positioned to prevent vehicular access to areas where people gather (i.e. main entrance, grounds).
- ___ ___ ___ 6. Shrubbery near entries, windows and pathways has been trimmed to a maximum height of 24 inches to provide clear lines of sight and prevent concealment.
- ___ ___ ___ 7. Trees limbs near entries, windows and pathways have been trimmed to a minimum height of six feet to provide clear lines of sight and prevent concealment.
- ___ ___ ___ 8. Measures have been implemented to prevent unauthorized access onto the school roof.
- ___ ___ ___ 9. Exterior lighting at entries, along pathways, and in parking areas is bright and allows for viewing of unauthorized activities.

Access Control Audit – Detection

Detection is sensing and assessing unauthorized acts in a timely manner. Unauthorized acts may use either force or deceit tactics. Detection may be accomplished by personnel or hardware (alarm sensors, access control devices, and assessment).

Indicate the extent to which each of the following is in place.

not at all/ partial/ effective

- ___ ___ ___ 1. All adults in the school (i.e. staff, visitors, contractors) are required to wear ID badges on a lanyard around the neck.
- ___ ___ ___ 2. Staff are continuously trained and drilled to ensure knowledge of security procedures, means, and roles in responding to a crisis.
- ___ ___ ___ 3. The school has a closed-circuit television system that includes a camera at the main entrance and digital recording capabilities.
- ___ ___ ___ 4. The school has an intrusion alarm system that includes central station

monitoring.

- ___ ___ ___ 5. The school utilizes equipment (hand-held or portal), K-9s and procedures to detect contraband (i.e. metal, drugs, explosives).
- ___ ___ ___ 6. Entries approved for authorized access by staff and students are monitored to ensure proper use and prevent unauthorized access by visitors.
- ___ ___ ___ 7. The school makes use of entry control devices (i.e. cards, fobs, keys) to prevent unauthorized access to the building.

Access Control Audit – Delay

Delay is a physical barrier that slows and impedes an unauthorized act after it has been detected.

Indicate the extent to which each of the following is in place.

not at all/ partial/ effective

- ___ ___ ___ 1. All classrooms and offices are equipped with functional locking mechanisms and all staff are trained in their uses.
- ___ ___ ___ 2. Existing locking mechanisms on classroom and office doors lock from the inside.
- ___ ___ ___ 3. Windows in classroom and office doors are reinforced (i.e. wire, mesh, plastic laminate) to prevent forced access.
- ___ ___ ___ 4. Windows adjacent to classroom and office doors are reinforced (i.e. wire mesh, plastic laminate) to prevent forced access.
- ___ ___ ___ 5. The main entrance to the building has a locked vestibule (man trap) for visitor authorization purposes.
- ___ ___ ___ 6. All school entrances are monitored and controlled through locking, supervision, or electronic surveillance.
- ___ ___ ___ 7. Access to sensitive areas (i.e. computer labs) is restricted through the use of access control systems.
- ___ ___ ___ 8. The school possesses and implements written key control practices for interior and exterior doors.

Access Control Audit – Communications

Communication systems consist of the equipment and procedures used by school personnel for sending and receiving messages, both internally and externally.

Indicate the extent to which each of the following is in place.

not at all/ partial/ effective

- ___ ___ ___ 1. Intercom systems to reach school response personnel in an emergency are available throughout the school.
- ___ ___ ___ 2. Public Address (PA) systems to reach school response personnel in an emergency are available throughout the school and campus.
- ___ ___ ___ 3. Telephone systems to reach school response personnel and 911 responders in an emergency are available throughout the school.
- ___ ___ ___ 4. The school has a dedicated outside line to reach emergency responders during a crisis.
- ___ ___ ___ 5. Two-way radios to reach school response personnel in an emergency are available throughout the school and campus.
- ___ ___ ___ 6. Duress (panic) devices are available throughout the school and campus.
- ___ ___ ___ 7. Public Address (PA) systems are equipped with back-up power supplies (i.e. battery, generator).

School Access Safety Repair and Renovation Schedule

COUNTY: _____

DATE: _____

SCHOOL	REPAIR/RENOVATIONS	PRIORITY	ANTICIPATED COMPLETION	COST	FUNDING SOURCE

Use additional lines as necessary

School Building Authority of West Virginia
ECONOMIES OF SCALE WAIVER REQUEST
SBA FORM 207

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

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

- B. Describe how the proposed project proposes to achieve economies of scale, including compatibility with similar schools that have achieved the most economical organization, facility use, and pupil-teacher ratios.

- C. Will this facility be a receiving school for other future consolidation facilities as described in the County's CEFP? If so, identify school(s) that are proposed to be closed, the number of students to be transferred to this facility, and the school year projected:

School(s)	_____	Enrollment	_____	<u>Year</u>	_____
	_____	to be	_____		_____
	_____	Transferred	_____		_____

- D. Describe specific geographical barriers or other conditions that would require this facility to remain in operation even though it does not meet Economies of Scale.

- E. Is this the only school in the county that serves students at this grade level?
 _____ Yes _____ No
 Has a Multi-county/Regional project been considered to improve the educational opportunities of students and the Economies of Scale? Provide supporting data describing this alternative.

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

Receiving School(s) Name(s) _____

Maximum travel time for students from closed school _____

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

Percentage of Students transported to school: _____ %

Additional supporting documentation may be attached, if necessary.

School Building Authority of West Virginia
SBA MAXIMUM GROSS BUILDING SQUARE FOOTAGE ALLOWANCE
SBA FORM 208

Number of Students	Square Feet Per Student	Number of Students	Square Feet Per Student
ELEMENTARY (PreK-5)		MIDDLE SCHOOLS (6-8)	
Up to 240 students	168	Up to 500 students	154
241-265	158	501-550	149
266-290	150	551-600	144
291-315	141	601-650	138
316-340	135	651-700	133
341-399	128	701-750	128
400-440	118	751-800	123
441-490	112	801-850	118
491-540	106	851-925	113
541-590	100	926-1000	107
591-640	100	Over 1,000 students	102
Over 641 students	99		
 HIGH SCHOOLS (9-12)			
Up to 500 students	234		
501-550	224		
551-600	219		
601-650	213		
651-700	198		
701-750	188		
751-799	181		
800-900	175		
901-1,000	168		
1,001-1,150	163		
1,151-1,300	157		
1,301-1,500	152		
Over 1,500 students	146		

Notes:

1. Maximum allowable square footages are used to provide equity for funding of school with various design enrollments per the requirements of Section 208 of this Handbook – SBA Funding Formula Procedures. Unless an extraordinary Educational Specification that requires additional square footage has been approved by the WVBE and SBA, the maximum building design square footage will be dictated by the number of square feet allowed per student and the established design enrollment calculation prepared for each project.

2. On projects where the design enrollment is below 240 students for a proposed Elementary School, or below 500 students for a proposed Middle School or High School, the LEA and the Architect shall work with the SBA prior to the submission of the grant proposal to ensure the programmatic requirements can be met within the maximum square footage allowance.

3. On projects such as a PreK-8 facility where multiple categories of square footage allowances apply, the enrollment projection breakdown per grade level shall be used across the applicable categories to formulate the maximum square footage allowance.

SBA 208

**SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA
GRANT CONTRACT BETWEEN THE SBA
AND
_____ CO BD OF EDUCATION**

SBA FORM 209

This Grant Contract (the "Contract") is entered into by and between the School Building Authority of West Virginia ("SBA") and the _____ CO BD of Education (the "County Board") this _____ day of _____, 20__.

RECITALS

A. The SBA 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 §18-9D-1 et seq. of the Act) to finance the costs of acquisition, construction, renovation, emergencies, 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 SBA, and at the request of the County Board, the School Building Authority Board of Directors, ("Authority") has determined to grant funds to the County Board for the purpose of financing the costs of the projects described as follows:

(Project Description Inserted Here)

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"), in conjunction with the County Board funds in the amount of \$ _____. The effective dates of this Contract shall be from _____ to _____. The County Board covenants and agrees to expend all the Grant funds by the designated expiration date for only the expenditures incurred for the proposes of the Grant.

Section 2. The County Board hereby covenants and agrees that it will submit the educational specifications, as well as design plans and specifications, per SBA's Policy and Procedures Handbook for the construction and/or renovation of school buildings to the SBA for approval. Final construction plans and specifications are subject to approval by the SBA.

Section 3. All proposed Change Orders or proposed Construction Change Directives shall be submitted by the County to the SBA for review prior to execution.

Section 4. The County Board must submit a Requisition in the form attached for the purpose of receiving SBA funds. The SBA shall have the right to request additional information and/or documentation from the County Board with respect to any such Requisition.

Section 5. In order to ensure the County Board completes the project prior to the expiration of this Agreement, the following milestone deadlines shall be incorporated as a project development schedule: [Insert specific timelines/progression dates]

This Contract is subject to, and its resulting funding is contingent upon adherence to, all applicable Federal, State, and Local laws, rules, and regulations, including but not limited to: W.Va. Code §5-21-1 et seq., §5-22-1 et seq., §5G-1 et seq., §18-9D-1 et seq., West Virginia Department of Education policies, and the School Building Authority of West Virginia policies. By signing this agreement, the County acknowledges it has read, understood, and will fully comply with all provisions contained herein and made a part thereof.

FOR THE SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA

By: _____ Date: _____
Executive Director

Accepted and agreed to by signatures below:

_____ CO BD OF EDUCATION

By: _____ Date: _____
Superintendent, County Board of Education

By: _____ Date: _____
President, County Board of Education

[SBA GRANT]

School Building Authority of West Virginia
REQUISITION FORM
EXHIBIT A

[YEAR]

Page 1

COUNTY: _____ DATE: _____

SUBMIT TO:
School Building Authority of West Virginia
2300 Kanawha Boulevard, East
Charleston, WV 25311-2306

PREPARED BY:
Name: _____
Email: _____
Phone: _____

(1) Requisition Number: _____

(2) Name of School: _____

(3) SBA Project Number: _____

(4) Name and Address of Payee: _____

(5) Amount: _____
ATTACH SBA RECONCILIATION SUMMARY

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

Dated this _____ day of _____, 20__.

THE BOARD OF EDUCATION OF THE COUNTY OF _____

By: _____
County Superintendent

School Building Authority of West Virginia
SBA REQUEST FOR PROPOSALS (RFP) TEMPLATE
FOR ENERGY SAVINGS PERFORMANCE CONTRACT PROJECTS
SBA FORM 210

_____ **COUNTY BOARD OF EDUCATION**
NOTICE TO PERFORMANCE COMPANIES
GENERAL INFORMATION AND REQUEST FOR PROPOSALS FOR
(Insert scope – ex: AN ENERGY EFFICIENCY AND HVAC SYSTEM IMPROVEMENT PROJECT)

The _____ County Board of Education is issuing this Request for Proposals (RFP) for the selection of an energy services company (ESCO) to implement a _____ project. The proposals shall consist of qualifications, experience, financial proposal and staffing plan.

A copy of the complete RFP will be available for pick up at the _____ County Board of Education Office at _____ or by emailing _____ at _____.

ESCO's that are interested in being considered must submit a Proposal in response to this RFP on or before _____.

The County will conduct a mandatory pre-proposal conference and walk-through inspection tour of the facilities included in this RFP on _____ at _____. The pre-proposal conference will be held first at _____, with the walk through to begin immediately thereafter. County officials and project consultants will be present to answer questions regarding the RFP and the project. Contractors interested in attending the conference must contact _____ at _____ no later than _____. **Proposals will be accepted only from contractors represented at the pre-proposal conference.** Following the conference, arrangements can be made by contact the person named above to make an additional site visit(s) for the purpose of gathering additional information.

The successful ESCO will be determined solely from the Proposals. However, the County Board of Education reserves the right to interview all of the candidates if so chooses.

An original and two copies of the proposal are required. To prevent opening by unauthorized individuals, your submittal should be identified on the envelope as follows:

PROPOSAL ENCLOSED
TIMED MATERIAL
Performance Services Project

The proposal shall be addressed to:

Contact Name: _____
County Name: _____
Address: _____
City, State, Zip: _____

The County Board of Education reserves the right to amend the RFP based on questions and issues raised during the conduct of this solicitation.

_____ COUNTY BOARD OF EDUCATION

PROPOSAL INSTRUCTIONS AND CONDITIONS
REQUEST FOR PROPOSALS FOR A PERFORMANCE SERVICES PROJECT

I. INTRODUCTION AND BACKGROUND

The objective of this Request for Proposals (RFP) is to solicit proposals for a performance project to assist the County Board of Education in making _____.

The County Board of Education wishes to implement the proposed energy project on an energy performance contract basis per the conditions as listed in West Virginia Code §5A-3B-1 et seq. and the SBA Policy & Procedures Handbook – Section 210.

The County Board of Education will only consider performance contract proposals based on a guaranteed savings agreement, i.e. savings and/or guarantee payments will equal or exceed the cost of the lease payments or debt service, plus any cash infusion to the project by the board or other funding sources. It is expected that savings and/or guarantees provided by the ESCO selected pursuant to this RFP will fully offset the project costs involved for the County Board of Education.

(If financing is arranged as a part of the ESCO scope of services and not an independent financing consultant, include the following paragraph.)

Proposers should propose arrangements for acquisition, financing, and ownership of equipment to be installed as part of this project that responsibly maximize the net economic benefit to the County-Board of Education or reduce the risk to the County Board of Education.

II. GENERAL INFORMATION

The qualifications, experience, financial terms and staffing plan (of ESCO's proposing to implement this comprehensive performance services projects for the County on a performance contracting basis) will be evaluated and ranked. Written questions will be received by the County until _____ at _____ PM. Questions shall ONLY be submitted to _____ via email at _____.

The ESCO selected, as a result of this RFP, will be expected to:

- A. Provide comprehensive performance services, including but not limited to:
1. The performance of an investment-quality Comprehensive Energy Performance Audit.
 2. The design and specification of the proposed equipment and systems.
 3. Services associated with the procurement, installation, and commissioning of new equipment and systems.
 4. Preventive and emergency maintenance and servicing of the equipment installed.
 5. Staff training.
 6. Services in connection with the arrangement of program financing or by working with the County's independent financing consultant on the program financing.
 7. Savings/revenue enhancements performance guarantees.
 8. The ESCO must work cooperatively with the County Board of Education staff and consultant(s) in coordinating this project.
 9. Financial incentives and rate reductions available from companies supplying fuel oil, natural gas, electricity, or transmission and associated distribution services.

B. Identify measures that can be taken to reduce operating costs for all activities and energy sources including natural gas and electricity and to reduce consumption for heating, cooling, ventilation, refrigeration, lighting, water heating, and other systems in each facility. Measures may involve controlling, modifying, adding, or replacing equipment and systems.

C. The proposed contract resulting from the Comprehensive Energy Performance Audit shall include a table of the identified measures that clearly lists the costs and benefits of each measure to allow the County Board of Education to select the group of measures to be included in the final contract.

D. Structure the terms of the County Board of Education’s obligation to pay for the services provided on a performance-contracting basis. The savings and/or guarantees provided by the ESCO selected pursuant to the RFP will fully offset the project costs involved for the County Board of Education.

III. THE SELECTION PROCESS

A. Timetable

The County expects to undertake the selection process according to the following schedule:

- Deadline for receipt of written questions: _____
- Proposal Submission with a sample Audit: _____
- ESCO interviews (at the BOE’s discretion): _____
- ESCO selection: _____

B. Proposal Evaluation Criteria

Upon review of proposals received in response to this RFP, the owner expects to select a single ESCO to provide comprehensive energy services as outlined in Section II above. If a viable project is identified following the Comprehensive Energy Performance Audit, the ESCO and the County Board of Education will then negotiate an energy performance contract to provide for the implementation of the proposed project.

Proposals will be evaluated and scored on the basis of the following criteria:

1. Qualifications and Project Experience Rating (Proposal Section 1 & Section 2) (Maximum 25 points with Interview) (Max. 20 points with No Interview)

Points will be awarded based on demonstrated experience with similar guaranteed energy performance contracting projects as reported in the Statement of Qualifications and Experience and responses from project references. Experience with similar projects will be understood to include development of performance contracts to furnish performance services in facilities similar to facilities in this project.

Only experience where the energy services company (ESCO) provided an energy savings guarantee will be viewed as applicable. Experience as a first-tier subcontractor or sub-consultant to an ESCO will not be viewed as relevant. Also, experience as a Design-Build contractor that did not include an energy savings guarantee will not be considered relevant. Engineering design experience on a project that was not included in a guaranteed energy savings performance contract shall not be given full consideration.

All references must be for the “responding ESCO” operating under its existing name and must be for the “responding ESCO” as a company. References will not be for an individual person, but for the Company as a whole.

ESCO must be accredited as an Energy Services Company by the National Association of Energy Service Companies (NAESCO) and be qualified by the U.S. Department of Energy as an Energy Service Company.

2. Staffing Plan (Maximum 15 points)
(Proposal Section 3)

Points will be awarded based on qualifications of proposed number of licensed and certified professionals (Professional Engineers, LEED Accredited Professionals, etc.), not including unrelated subcontractors, documented technical and project administration skills, licensure, certification and experience of the proposed project team. Only those individuals proposed to work directly on the subject project should be included in the Staffing Plan. Consistency of staff in the example projects and the proposed team should be ranked higher.

NOTE: ESCOs that intend to self-perform the installation services must full disclose this intent. Note well that ESCO’s that intend to self-perform installation services must also obtain pricing from up to four companies for the supply and installation of the proposed equipment. The County must be assured that they are receiving “fair market” pricing for all equipment and installation. Opinions of cost or estimates from third party companies will not be considered an adequate substitute for the above described pricing process. The ESCO will have the option to self-perform the work for the price of the lowest price obtained or to hire the contractor with the lowest price as a subcontractor.

3. Technical Approach (Maximum 20 points)
(Proposal Section 4)

Points will be awarded based on the quality and comprehensiveness of the technical approach, sample Comprehensive Energy Performance Audit, description of the energy baseline methodology, and the approach to project management and subcontractor selection process.

4. Financial Terms (Maximum 30 points)
(Proposal Section 5)

The County Board of Education is interested in selecting an ESCO that conducts business with a philosophy of full disclosure of all project costs. Construction mark-up will be the primary factor evaluated for the value brought to the County–Board of Education by the proposed approach to project implementation. Consideration will be given to proposals that responsibly maximize the net economic benefit to the County Board of Education over the term of the energy services agreement, and that responsibly minimize the risk to the County Board of Education in connection with the proposed transaction.

Factors that will be considered for purposes of providing the greatest net benefit to the County Board of Education include:

- Construction mark-up per the Projected Implementations Costs form included in Section 5 of the proposal;
- The approach to project financing or the ability to work with the district’s placement agent / municipal advisor;

- The approach to procuring equipment, material and installation labor.

(If financing is arranged as a part of the ESCO scope of services and not an independent financing consultant, include the following sentence.)

Additionally, if alternative financing is proposed, the proposer’s sources of financing and purchase option terms (both during the term of and at the end of the performance services agreement) will be considered.

5. Proposed Project Schedule (Maximum 5 points)
(Proposal Section 6)

Proposals will be evaluated on the reasonableness, clear presentation, length and detail of the proposed project schedule. The proposal should include descriptions of how the proposer intends to achieve the project schedule.

6. Official Statement of the Proposer (Maximum 5 points)
(Proposal Section 7)

7. Interview (Option Reserved by the BOE) (Maximum 5 points)

Note: If the BOE does not desire to interview the ESCO, the 5 maximum points for this category shall be reassigned to the Qualifications and Project Experience Rating category.

Interviews will be held with up to three top ranked ESCO-s to obtain clarification of issues raised by earlier stages of the evaluation process, and to assess the qualifications of the project team and its ability to implement all tasks and responsibilities in a prompt and efficient manner. Scores assigned for proposals, under any category, may be amended based on information obtained during the oral interviews. The proposed project team should be made available during the oral interview to discuss their individual experience, as well as their specific role in this project.

C. Final ESCO Selection

The proposal with the highest combined total of awarded points from all members of the review team will ultimately determine the ESCO to be selected to implement the project. The total maximum points per reviewer shall be 100. The selection team’s score sheets shall be made public upon request.

The County Board of Education reserves the right to implement the project in multiple phases and award future phases to the ESCO selected via this RFP.

IV. RFP PROCEDURES

A. Point of Contact

Name: _____ Email Address: _____

B. Submission of Proposal/Sample CEA

Respondent must submit an original and two (2) copies of their Proposal.

C. Modification or Withdrawal of Proposals

Any proposal may be withdrawn or modified by written request of the proposer, provided such request is received by the County Board of Education at the above address prior to the date and time set for receipt of proposals.

D. Right to Reject Proposals

This RFP does not commit the County Board of Education to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or procure or contract for services. The County Board of Education intends to award a contract on the basis of the best interest of and advantage to the County and reserves the right to accept or reject any or all proposals received as a result of this request. The County Board of Education reserves the right to negotiate with all qualified proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the County to do so.

V. REQUIRED PROPOSAL CONTENTS

Proposals must be submitted in the format outlined in this section. The County Board of Education reserves the right to eliminate from further consideration any statements deemed to be substantially or materially non-responsive to the requests for information contained herein.

Section 1 – Statement of Qualifications

Proposer must include the following elements in response to this RFP:

- Names, titles, and email address of two people authorized to represent the firm on this project, and answer any questions presented by the County.
- Quantity and type of licensed and/or certified professionals in office that will support this project.
- Provide certificate stating that ESCO is accredited as an Energy Service Company by the National Association of Energy Service Companies (NAESCO).
- Provide supporting documentation stating that the ESCO is qualified as an Energy Service Company by the U.S. Department of Energy.

Section 2 – Project Experience

Proposer must describe three projects that best exemplify the range of ESCO performance contracting services for a project similar to this one. Projects where the ESCO did not provide an energy saving guarantee directly with the Owner are not considered relevant experience and should not be included. Each project description (not to exceed 2 pages) should include:

- Name and telephone number of references for the project. (County presumes permission to contact.)
- Total contract cost.
- Brief description of the project's scope of services and status. (Include type of facility at which project was implemented, whether the project was completed on the original schedule and whether significant problems occurred that affected project performance. As appropriate, identify all prime contractors or subcontractors and their role in each project.) This section should be used to

demonstrate the firm's experience in completing a project using the technologies relevant to the County's facilities.

- Energy use and costs prior to project implementation.
- Annual guaranteed savings and annual actual savings achieved.

Section 3 – Staffing Plan

This section should include a complete description of the individual experience and qualifications of the proposed project staff. The staffing plan should include name, title, experience and relevant duties of each individual active in this specific project. No credit will be granted during the evaluation process for the experience of anyone who will not be directly involved in implementing this project. Provide an organizational chart.

In addition, any subcontractors the ESCO intends to use for the project shall be identified and their role(s) described. Provide subcontractor's name, address, contact person, phone number and relevant experience. Examples of subcontractors that shall be identified include but are not be limited to:

- Firm to provide the Comprehensive Energy Performance Audit
- Architectural/engineering firm that will be responsible for project design
- Construction manager
- Construction contractors
- Hazardous material consultants and contractors

Section 4 – Technical Capability

In a Section to be labeled **Section 4-1**, the proposal must explain the approach your organization will take in delivering the comprehensive technical services required to audit, design, install, commission and maintain the proposed energy efficiency improvements. Describe the process to be followed in selecting and managing subcontractors. A Comprehensive Energy Performance Audit and design/specification documents are not required at this time.

In a Section to be labeled **Section 4-2**, describe the Comprehensive Energy Performance Audit that will be conducted for this project **after selection of an ESCO on the basis of this RFP**. Your proposal must include information on the systems to be covered and the general method to be used. Provide, as an attachment, an abridged copy of the Comprehensive Energy Performance Audit developed for one of the three example projects listed above. The example audit provided should be similar to the Comprehensive Energy Performance Audit anticipated for this project.

A proposal audit is not requested or required at this time.

In a Section to be labeled **Section 4-3**, describe in detail the method you will use to compute the baseline. Attach a sample computation from a previous project done by your firm, with full documentation of methods, assumptions and input data.

Section 5 – Financial Terms

The County Board of Education seeks to structure the project such that payments to finance the total project cost plus payments for ongoing incremental project maintenance and M&V services will be paid in full by the value of measured savings and/or revenue enhancements resulting from the project. The following terms are established as a baseline for the ESCO submission and shall be used in the proposed cash flow:

Maximum Term: _____

Interest Rate on Lease Purchase: _____
Escalation Rates (Utilities, O&M, Capital Avoidance, M&V): _____

The County Board of Education shall participate in the competitive bidding and selection of all construction contractors. Construction bids will be reviewed with the County Board of Education Staff and Contractor selection will be jointly determined between the ESCO and the County-Board of Education. The County BOE Staff shall approve the bid documents and any subsequent addenda required prior to release. If School Building Authority funds are awarded as a part of this project, the SBA shall approve the construction bid documents prior to releasing the project to bid, and all bid dates must be coordinated through the SBA staff. If the proposer is intending to provide a portion or all of the construction utilizing their own personnel, the process by which the assurance of a competitive construction cost will be insured shall be described in detail. None of the ESCO's expenses and/or overheads shall be included in any way as part of the construction bids including subcontracting of typical ESCO project development activities. A signed certification statement shall be required from the ESCO stating this is true. Refer to Section 7 – Official Statement of Proposer.

For the purpose of calculating the construction mark-up percentages below, the unburdened construction cost shall be defined as the value of the final construction cost paid for facility improvements without any additional mark-up by the ESCO. Construction shall be defined as the cost of the facility improvement work and shall not include any of the activities listed on the Project Implementation Costs form in Appendix A. If the ESCO intends to use their own labor and/or materials, the unburdened construction cost shall be market price for those services.

Detailed financial information required in this Section includes the following estimated costs that are based on the information provided in this RFP. This information shall be provided using the Project Implementation Costs form in Appendix A.

Note: The County Board of Education will not pay for any additional costs above the unburdened construction cost that are not identified in the proposal. Refer to Section 7 – Official Statement of Proposer. The ESCO shall be required to include cost of the County personnel performing construction inspection activities as a reimbursable cost in the final contract. These inspections costs are not to be included in the above overhead costs or the construction cost. The cost of County inspectors shall be defined during the Comprehensive Energy Performance Audit.

Section 6 – Proposed Project Schedule The proposer must provide a complete schedule for achievement of all major project milestones including but not limited to:

- Commencement and completion of Comprehensive Energy Performance Audit
- Design phase including design and specification documents
- Subcontractor pricing and selection
- Preparation and execution of final performance contract documents
- Obtaining all required permits and School Building Authority approvals (if applicable)
- Procurement of all major equipment
- Construction phase including construction kickoff and construction completion, startup and commissioning
- Training of facility personnel
- Commencement of normal operations

Section 7 – Official Statement of Proposer

The proposer must check the box, sign and include this statement. Statement must be signed by an individual authorized to bind the respondent.

- (a) The proposer shall include a statement to the effect that the proposal is a firm offer for a minimum 120-day period. The proposal shall also provide the: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the company and, also who may be contacted during the period of proposal evaluation.

Name: _____

Title: _____

Address: _____

Phone: _____

- (b) The ESCO accepts, and intends to comply with, the appropriate sections of the law and applicable regulations that address performance contracting.
- (c) The ESCO hereby agrees to transparently disclose the unburdened construction cost as defined in Note 1 of the attached Project Implementation Cost Form with each of the ESCO’s pay applications. To document this obligation, the ESCO shall provide actual signed subcontractor invoices (as backup) with each ESCO invoice.
- (d) This signed statement shall assure to the Owner that the only compensation that will be paid to the ESCO, will come from the ESCO costs included on the attached Project Implementation Cost Form. The Owner will not pay any ESCO fees, expenses, overheads, or profits in addition to those included on the Project Implementation Costs form attached.
- (e) The ESCO shall include this statement acknowledging that some (or all) construction will be required to take place on other than first shift (to ensure that facility schedules will not be interrupted by construction activities) and that additional costs incurred by either the Owner, the contractor, or both shall be included in the project costs.
- (f) The Owner must be assured that they are receiving “fair market” pricing for all equipment and installation. The ESCO agrees to obtain pricing from up to four companies for the supply and installation of the proposed equipment. ESCO’s that attend to self-perform the installation services must fully disclose this intent and must include certified payroll.

I, _____ certify that the above information is true and accurate.

(print name and title)

Authorized Signature

Date

**RFP FOR ENERGY SAVINGS PERFORMANCE CONTRACT PROJECTS
APPENDIX A
PROPOSAL FORMS**

_____ County Board of Education – Project Implementation Costs

Comprehensive Energy Performance Audit	Total Cost	\$ _____
	OR	\$ _____ per square feet

Unburdened Construction Cost (Note 1)	\$1,000,000	Greater than
	\$3,000,000	\$3,000,000

Construction Mark-up (Note 2)

(as a % of total unburdened construction cost)

Program Management and Planning	_____ %	_____ %	
Design and Specifications (Engineer or Record)	_____ %	_____ %	
Administration	_____ %	_____ %	
Cost of Risk	_____ %	_____ %	
Construction Management & ESCO General Conditions	_____ %	_____ %	
Hazardous Waste Administration	_____ %	_____ %	
Commissioning	_____ %	_____ %	
Training	_____ %	_____ %	
Profit	_____ %	_____ %	
Corporate Overhead	_____ %	_____ %	
Other	_____ %	_____ %	
Total	_____ %	_____ %	

Ongoing Project Management Costs

Annual Service/Maintenance Agreement Cost	\$ _____	\$ _____
Annual Energy Savings Measurement & Verification	\$ _____	\$ _____
Other Service fee	\$ _____	\$ _____

Note 1. The unburdened construction cost shall be defined as the value of the actual construction cost paid by the ESCO to its subcontractor(s) for the supply and installation of energy conservation measures without any additional markups by the ESCO. The markups listed above shall not be included in the value of the unburdened construction cost.

Note 2. The markups listed above shall be the only cost that will be allowed to be added by the ESCO in the unburdened construction cost. The total project cost will be the addition of the unburdened construction cost and the value of the above listed markups. Proposer must include the signed affidavit as required in the RFP.

RFP FOR ENERGY SAVINGS PERFORMANCE CONTRACT PROJECTS
APPENDIX B
SCORING MATRIX
 _____ County Board of Education

Instructions: This is to be filled out by the County Board of Education after the Evaluation and Interview (when applicable) of the proposing companies.

County: _____ Project: _____

Name of Firm: _____ Date: _____ Rater: _____

CRITERION	Remarks	Points Possible	Points Awarded
1. Qualifications and Project Experience Rating		20	
2. Staffing Plan		15	
3. Technical Approach		20	
4. Financial Terms		30	
5. Proposed Project Schedule		5	
6. Official Statement of Proposer		5	
7. Interview (Optional, if no interview, Section 1 moves to 25 Points Possible)		5	
Grand Total: (Minimum Score of 70 Required to be Considered)		100	

Comments: _____

School Building Authority of West Virginia
Policy & Procedures Handbook
APPENDIX OF SBA FORMS

Chapter 3 Forms
FORMS TO SUPPLEMENT EDUCATIONAL PLANNING AND ARCHITECTURAL
CONSIDERATIONS

School Building Authority of West Virginia
**SBA ARCHITECTURAL / ENGINEERING SUPPLEMENTAL
REQUIREMENTS
SBA FORM 300**

SBA Supplementary Conditions to AIA Document B101-2017
Standard Form of Agreement Between Owner & Architect

The following Supplementary Conditions modify the Standard Form of Agreement Between Owner and Architect, AIA Document B101-2017 Edition. Where a portion of the Agreement is modified or deleted by these Supplementary Conditions, the unaltered portions shall remain in effect.

Article 1 – Initial Information

§1.1.6 Remove Section 1.1.6. in its entirety.

§1.2 Delete the second and third sentences in Section 1.2 and substitute the following:

Both parties, however, recognize that the Initial Information may materially change, and in that event, the Owner and the Architect may appropriately adjust the Architect’s services, and the Architect’s compensation. The Owner may adjust the Owner’s budget for the Cost of the Work; however, the Owner’s anticipated design and construction milestones, as described in the Grant Contract between the County Board of Education and the SBA, shall not change, unless approved by the SBA.

§1.3 Remove the last sentence from Section 1.3.

§1.3.1 Make the following changes to Section 1.3.1:

Remove the phrase “in AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM-2013, Project Building Information Modeling Protocol Form” and replace it with “in this Agreement”

Article 2 – Architect’s Responsibilities

§2.1 Add the following sentences to the end of Section 2.1.

Notwithstanding the foregoing, Architect is not authorized to hire other design professionals unless doing so was expressly included in the scope of this agreement, or this agreement is appropriately modified by Change Order to include the hiring of other expressly identified design professionals. The Architect shall also satisfy the requirements for lawful practice in the State of West Virginia.

§2.3 Add the following sentence to the end of Section 2.3:

The firm may utilize a Construction Administrator for project oversight and to attend all construction progress meetings, however, the Project Architect and Engineer responsible for the design shall be present at the project site to attend a minimum of one project meeting per month to sufficiently informed of all progress and issues in order to expeditiously render decisions on the project to avoid unnecessary delays.

§2.5 Make the following changes to Section 2.5:

Delete the section its entirety and replace it with the following: “The Architect shall maintain the insurance specified in this agreement either below or in other documentation included herewith”

§2.5.7 Make the following change to Section 2.5.7:

Remove §2.5.7 in its entirety and replace it with the following: “The Owner must be listed as an additional insured on all insurance mandated by this Agreement, excluding professional liability insurance.”

Add the following Sections to Article 2:

§2.6 The format and minimum standard of quality used by the Architect in preparing specifications for the project shall be in AIA MASTERSPEC or equal, and the Architect shall use the CSI Masterformat numbering system, unless a different standard is approved in writing by the Owner.

§2.7 The Architect shall review laws, codes, and regulations applicable to the Architect’s services and shall comply in the design of the Project with applicable provisions of the West Virginia State Building Code, the West Virginia Fire Code, and the Americans with Disabilities Act (ADA). The Architect shall also review and apply applicable provisions of the West Virginia Board of Education Policy 6200 – Handbook on Planning School Facilities, the SBA Policy & Procedures Handbook, and the SBA Quality & Performance Standards. The most stringent application of these codes and standards shall apply. In the design of the Project, the Architect shall comply with the requirements imposed by governmental authorities having jurisdiction.

§2.8 The Architect shall make available a File Transfer Protocol (FTP) site for the project to include all Contract Documents and associated communication documents. In addition, the Architect shall submit to the Owner and the SBA a monthly a log of all formal communication with the Contractor including, but not limited to, Requests for Information, Shop Drawings, Data Samples, or Proposed Changed Orders.

Article 3 – Scope of Architect’s Basic Services

§3.1.1 Add the phrase “consult with the Owner,” after the word “services” in the first sentence.

§3.1.2 Make the following change to Section 3.1.2:
In the third sentence, after “shall” add “thoroughly review the services and information for completeness and sufficiency and”.

§3.1.3 Delete Section 3.1.3 in its entirety and substitute the following:
§3.1.3. The Owner shall provide the Architect the Project Development Schedule as established and agreed to in the Grant Contract between the County Board of Education and the SBA. The schedule includes design phase submission requirements, anticipated bidding dates, and reflects required approval timelines for the SBA and other authorities having jurisdiction over the Project. If the project is delayed at any phase at the county level as a result of timelines not being met, the SBA may require the Owner to pay the delay costs to the SBA. If delay costs are assigned to an Owner as a result of the Architect’s failure to meet the design and bidding schedule, the Owner shall pay the required delay costs and subtract the delay cost amount from the next payment(s) to the Architect.

§3.1.6 Delete Section 3.1.6 in its entirety and substitute the following:
§3.1.6. The Architect shall furnish and submit substantially completed construction documents to all governmental agencies having jurisdiction over the project on behalf of the Owner and at the Owner’s cost, shall assist the Owner in securing their approval, and shall incorporate changes in the Construction Documents as may be required by such authorities.

§ 3.1. Add the following Section to the end of Section 3.1:

§ 3.1.7. Architects shall submit Design Development Documents and Construction Documents to the West Virginia Department of Education Office of School Facilities & Transportation (WVDE OSF&T) for review. Architects shall review, respond, and, when deemed necessary by the Owner, reconcile WVDE OSF&T comments to the Owner's and the SBA's satisfaction prior to proceeding to the next phase of project development.

§3.2.2 Make the following change to Section 3.2.2:

In the second sentence, after the word "Architect" add "shall review such information to ascertain that it is consistent with the requirements of the Project and".

§3.2.7 Make the following change to Section 3.2.7:

Delete ", and request the Owner's approval." And replace with "and to the SBA for approval. The Architect agrees to address any review comments before proceeding to the next phase of design."

§3.3.3 Make the following change to Section 3.3.3:

Delete ", and request the Owner's approval." And replace with "and to the SBA for approval. The Architect agrees to address any review comments before proceeding to the next phase of design."

§ 3.4.2 Delete Section 3.4.2 in its entirety and substitute the following:

§3.4.2 Construction drawings, specifications, or other Construction Documents submitted by Architect must be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Architect certifies that the Architect has informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time.

§ 3.4.3 Add the following sentence to the end of Section 3.4.3:

No project bid dates or mandatory pre-bid conference dates shall be set before Construction Documents have been approved by the SBA. All bid dates and pre-bid conference dates shall be coordinated with the SBA Office.

§ 3.4.5 Delete Section 3.4.5 in its entirety and substitute the following:

The Architect shall submit the Construction Documents and the estimate of the Cost of Work to the Owner and the SBA for approval, take any action required under Section 6.5, and agrees to address any review comments before proceeding to the Bidding Phase.

§3.5.2.2.4 Remove Section 3.5.2.2.4 in its entirety and replace it with the following:

if expressly authorized by Owner, and permitted by applicable procedure and law, organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

Add the following to Section 3.5.2.2

.5 The Architect shall submit to the Owner and the SBA within 72 hours of the close of bids a complete Post-Bid Budget for the Project that shows all project costs including, but not limited to: base bid, accepted alternate bids, allowances, soft costs, and contingencies. If a budget deficit occurs, provide the exact amount of overages along with a description of the options the Owner has to solidify the budget.

§3.5.3 Negotiated Proposals. Remove Section 3.5.3 in its entirety.

§ 3.6.1.1 Delete the last sentence in its entirety and substitute the following:

The School Building Authority of West Virginia's Supplementary Conditions to the General Conditions of the Contract for Construction and Supplementary Instructions to Bidders shall be adopted as part of the Contract Documents and shall be enforceable under this Agreement.

Add the following Section to 3.6.1:

§3.6.1.4 The Architect shall be responsible for conducting bi-weekly progress meetings and for the preparation, distribution, and accuracy of minutes pertaining thereto to all parties as directed by the Owner.

§3.6.2.1 Delete the second sentence in its entirety and substitute the following:

The Architect shall carefully review the quality and quantity of the Work at appropriate intervals necessary for Architect to remain aware and knowledgeable of issues or problems that have developed, or could reasonably be foreseen, during construction as part of the Architect's design and contract administration services, shall issue written reports of such reviews to the Owner, SBA, and the Contractor, and further shall conduct any additional reviews at any other time as reasonably requested by the Owner or SBA. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 3.6.2.2 Delete the first sentence of 3.6.2.2 in its entirety and substitute the following:

The Architect shall have the authority and obligation to reject Work that does not conform to the Contract Documents. In instances where the Contractor has not adhered to the terms of the Contract Documents, the Architect shall, within two business days upon discovery, submit a standard "Notice of Non-Compliance" to the Contractor copying the Owner and the SBA. In instances where the Contractor's Work does not meet the standards of the Contract Documents, the Architect shall, within two business days upon discovery, submit a standard "Notice of Non-Conformance" to the Contractor copying the Owner and the SBA. If the instances that caused the "Notice of Non-Compliance" or "Notice of Non-Conformance" have not been corrected within the time stipulated, the Architect shall issue a "Notice of Breach of Contract" to the Contractor copying the Contractor's Bonding Company, the Owner, and the SBA. Upon correction of the non-compliant or non-conforming work, the Architect shall, in a timely manner, submit to a standard report of resolution of the non-compliant or non-conforming work to the Owner and the SBA copying the Contractor.

§3.6.2.4 Delete Section 3.6.2.4 in its entirety and substitute the following:

§3.6.2.4 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. The Architect shall also make initial decisions on matters relating to consistency with intent of contract documents, including aesthetic effect, however, the Owner, after consultation with the SBA, reserves the right to make final decisions on issues of consistency with intent and aesthetic effect.

§3.6.4.2 Make the following changes to Section 3.6.4.2:

Delete the first sentence in its entirety and substitute the following:

The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples. The Architect's review of Contractor's submittals must determine the following: (1) if such submittals are in compliance with applicable laws, statutes, ordinances, codes, orders, rules, regulations; and (2) if the Work affected by and represented by such submittals is in compliance with the requirements of the Contract Documents. The Architect shall promptly notify the Owner and Contractor of any submittals that do not comply with applicable laws, statutes, ordinances, codes, orders, rules, regulations, or requirements of the Contract Documents. Architect is responsible for determining what aspects of the Work will be the subject of shop drawings or submittals. Architect shall not knowingly permit such aspects of the Work to proceed in the

absence of approved shop drawings and submittals. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In the second sentence, delete the words "or performance".

§3.6.4.5 Make the following change to Section 3.6.4.5:

Add ", including a submittal log," after "The Architect shall maintain a record of submittals".

§3.6.5.2 Make the following changes to Section 3.6.5.2:

Section 3.6.5.2 shall now be Section 3.6.5.3. Section 3.6.5.2 shall read as follows:

§3.6.5.2 If the Architect and the Owner determine that the implementation of the requested change would result in a change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner and the SBA who may authorize further investigation of such change.

§ 3.6.5.3 Add the following to the end of Section 3.6.5.3:

Additionally, the Architect shall review and provide written documentation of the sum of all change order requests and proposals with respect to the following criteria:

- .1 confirm proposed change is a material change to the Contract;
- .2 confirm appropriate credits are included for Work not completed;
- .3 verify that the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner, include independent estimates and/or consultations with contractors and vendors; and
- .4 confirm that the appropriate back-up documentation is included and mathematically correct including mark ups and taxes pursuant to the requirements of the Contract Documents.

§ 3.6.6.1 Add the clause to the end of Section 3.6.6.1:

.5 At approximately 85% of construction or sixty days prior to the projected date of Substantial Completion, the Architect shall assist the Owner in administering a Project Closeout Coordination Meeting involving the Owner, Prime Contractor(s), and SBA Representative. This meeting may be held in coordination with the required bi-weekly construction progress meetings. The purpose of this meeting is to facilitate the coordination of all required closeout procedures as listed in SBA Form 500 – Project Closeout Procedures for the final completion of the Contract. It is recommended that deadlines be established for the submission of specific required documents by the responsible parties. Final payment will not be authorized by the SBA until all closeout conditions are met.

Article 4 – Additional Services

§4.2.1 Make the following changes to Section 4.2.1:

.6 Before the semicolon insert ", provided such alternate bids or proposals are not being used for budget control"

.9 Delete this provision in its entirety and replace it with "assist with the Owner and the SBA's evaluation of the qualifications of entities providing bids or proposals."

§4.2.2 Remove Section 4.2.2 in its entirety.

Article 5 – Owner’s Responsibilities

§5.2 Make the following change to Section 5.2:

In the first sentence, after “The Owner” add “, with Architect’s assistance,”

Add the following to Section 5.3:

§5.3.1 The Owner and the SBA have the right to reject any portion of the Architect’s Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect’s provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis or because in the Owner’s opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work.

.1 If at any time the Architect’s Work is rejected by the Owner or the SBA, the Architect must proceed when requested by the Owner or the SBA, to revise the design Work or documents prepared for that phase to the satisfaction of the Owner and the SBA.

.2 Neither the Owner nor the SBA may reject the Architect’s Work for aesthetic reasons after the Schematic Design Phase is approved.

.3 These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner and the SBA under previous phases, in which case such revision services will be paid as a Change in Services.

.4 Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner and the SBA of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes.

.5 No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

§5.5 Make the following changes to Section 5.5:

In the first sentence, delete “shall” and substitute “may” and add the following sentence at the end of Section 5.5:

The Owner may, in its sole discretion, request that the Architect secure these services by contracting with a third party.

§5.8 Make the following change to Section 5.8:

In the third sentence, delete “shall” and substitute “may”.

§5.9 Make the following change to Section 5.9:

At the beginning of this sentence, insert “Unless otherwise provided in this Agreement,”

§5.11 Add the following sentence to the beginning of Section 5.11:

The Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect.

§ 5.15 Remove Section 5.15 in its entirety.

Article 6 – Cost of Work

§ 6.1 Make the following changes in Section 6.1

Delete the second and third sentences of Section 6.1 in their entirety and replace with the following:

“In the event that Owner plans to utilize its own resources (labor, machinery, or materials) for part of the project, Owner and Architect must discuss the impact of that choice on the design and Cost of the Work prior to executing this Agreement. If Owner and Architect agree that such amounts will be included in the Cost of the Work, then that cost will be determined in advance and incorporated into this Agreement. Construction costs do not include costs associated for a Construction Manager, Clerk-of-the-Works, Construction Analyst, licenses, permits, and change orders caused by the Architect’s errors and omissions or change orders which do not require the services of the Architect. 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.

§6.3 Delete Section 6.3 in its entirety and substitute the following:

§6.3 In preparing estimates for the cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation, and in consultation with the Owner, to determine what materials, equipment, component systems and types of construction to be included in the Construction Documents, to make reasonable adjustments in the scope of the Project. Add-alternate bids may be included in the Contract Documents to adjust the estimate of Cost of the Work to meet the Owner’s adjusted budget. If an increase in the Contract Sum occurring after execution of the Contract for Construction caused the Project budget to be exceeded, the Project budget shall be increased accordingly.

§ 6.5 Remove the phrase “shall cooperate with the Architect in making such adjustments” and replace with “may cooperate with Architect in making such adjustments, at its sole discretion.”

§6.6.2 After the word “renegotiating” insert “(renegotiation being limited to instances where Owner is legally authorized to renegotiate)”

§6.7 Delete Section 6.7 in its entirety and substitute the following:

§6.7 If the Owner chooses to proceed under Section 6.6.2, the Architect, without additional compensation, shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the documents which the Architect is responsible for preparing under this Agreement as necessary to comply with the Owner’s budget for the Cost of the Work, and shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. The modification of such documents and the rebidding or renegotiating of the Project shall be the limit of the Architect’s responsibility under Section 6.6.

Article 7 – Copyrights and Licenses

§7.3 Make the following changes to Section 7.3:

In the first sentence, insert “irrevocable, royalty-free, right and” after the word “nonexclusive” and delete the words “solely and exclusively”.

Delete the last sentence of Section 7.3 and substitute the following:

Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project, Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including the following:

- a. Electronics Filing and Archiving for the purpose of record keeping at Owner designated areas;
- b. Any future renovation, addition, or alteration to the Project; and
- c. Any future maintenance or operations issue as it pertains to the Project.

The Architect or Architect’s Consultants shall not be responsible for any modifications to the Work made by Owner or Owner’s representatives using the Architect’s Instruments of Service.

§7.3.1 Delete the second sentence of Section 7.3.1.

Article 8 – Claims and Disputes

§8.1.1 Delete Section 8.1.1 in its entirety and substitute the following:

§8.1.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run pursuant to applicable provisions of the West Virginia Code.

§8.1.3 Make the following change to Section 8.1.3:

At the beginning of the first sentence, insert “Unless otherwise agreed by the Parties,”

Add the following Section to Article 8.1:

§8.1.4 The Owner may suffer financial loss if the Architect’s services are not completed within the schedule approved by the Owner in accordance with Section 3.1.3. If so provided, the Architect shall be liable for and shall pay the Owner, as liquidated damages and not as a penalty, any sum(s) stated in this Agreement. Allowances may be made for delays beyond the control of the Architect. All delays and adjustments to the Architect’s schedule must be properly documented and approved by the SBA in accordance with Section 3.1.3.

§8.2 Make the following changes to Section 8.2:

§8.2.1 In both instances where it appears, delete “binding dispute resolution” and substitute “litigation in the Circuit Court in the County in which the Project is located.”

Delete Sections 8.2.2 through 8.2.4 in their entirety

§8.3 Delete Section 8.3 in its entirety and substitute the following:

§8.3 Settlement of Claims

§8.3.1 Any claim, dispute or other matter in question arising out of this Agreement which cannot be settled between the parties shall, in the case of the Architect, be submitted to the Circuit Court in the County in which the Project resides. The parties may agree to nonbinding mediation prior to litigation.

Article 9 – Termination or Suspension

§9.1 Make the following changes to Section 9.1:

In the first sentence, after “If the Owner fails to make payments to the Architect” add “of undisputed amounts”. In the third sentence, after “In the event of a suspension of services,” add “in accordance herewith”. In the fourth sentence, after “Before resuming services, the Architect shall be paid all sums due prior to suspension and” add “shall negotiate with the Owner for”.

§9.2 Make the following changes to Section 9.2:

In the first sentence, after “If the Owner suspends the Project” add “for more than 90 consecutive days”.

Delete the last two sentences in Section 9.2 and substitute the following:

When the Project is resumed, the Owner and the Architect shall negotiate the amount of any compensation the Owner will pay the Architect for expenses incurred in the interruption and resumption

of the Architect's services. The Owner and the Architect shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules for completion.

§9.6 Make the following changes to Section 9.6:

Delete "costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements".

§9.7 Delete Section 9.7 in its entirety.

Add the following Section to Article 9:

§9.10 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire in accordance with applicable practice laws contained in Chapter 30, Article 12 of the West Virginia Code, or elsewhere. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

Article 10 – Miscellaneous Provisions

§ 10.1 Make the following changes to Section 10.1:

Remove the last sentence referencing arbitration in its entirety.

§10.2 Make the following changes to Section 10.2:

At the end of the sentence, delete the period and add “, as modified by the School Building Authority of West Virginia Supplementary Conditions to the AIA Document A201-2017, General Conditions of the Contract for Construction.”

§10.3 Add the following sentence to the end of Section 10.3:

The Architect shall execute all consents reasonably required to facilitate such assignment.

§10.6 Add the following sentence to the end of Section 10.6:

The Architect shall immediately report to the Owner's project manager the presence, handling, removal or disposal of, or exposure of persons to and location of any hazardous material which it discovers.

§10.8.1 Remove the phrases “7 days’ notice to the other party,” and “arbitrator’s order” from Section 10.8.1.

Article 11 – Compensation

§11.3 Insert the following language as a basis for compensation:

Fee adjustments for Owner-requested Change Orders, or Change Orders intended to improve overall quality of the facility 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 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 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 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.

Contingency allowances shall be established at two percent (2%) for new construction projects and six percent (6%) for each renovation project. Fifty percent (50%) of those contingencies shall be established for Owner-requested changes. The remaining fifty percent (50%) shall be established for errors and omissions of the design team. Should the errors and omissions exceed the fifty percent (50%) allocated in the contingency allowance, this information will be noted by the Owner within the official communication record and will appear on the Architect/Engineer evaluation at the conclusion of the project.

§11.4 Make the following changes to Section 11.4:

After the word “shall”, insert “not exceed a multiple of 1.15 times the amount billed to the Architect for such Additional Services” and delete the rest of that sentence.

§11.6.1 Delete the last sentence of Section 11.6.1 in its entirety.

§11.7 Delete Section 11.7 in its entirety and substitute the following:

§11.7 The Architect’s rates and multiples for service as set forth in this Agreement shall remain in effect for the life of this Agreement unless unforeseen events which are not the fault of the Architect delay the Project completion. In such event, an equitable adjustment in the Architect’s rates may be negotiated with the Owner.

§11.8.1 Delete Sections 11.8.1.4 and 11.8.1.5 in their entirety and substitute the following:

§11.8.1.4 The expense of reproductions, postage and handling of bidding documents shall be a Reimbursable Expense, however, the expense of reproductions, plots, standard form documents, postage, handling, and delivery of Instruments of Service for the Owner’s use and for review of governmental agencies having jurisdiction over the Project shall not be a Reimbursable Expense but shall be covered in the Architect’s Compensation under §11.1.

§11.8.2 Delete Section 11.8.2 in its entirety and substitute the following:

§11.8.2 For Reimbursable Expenses described in Section 11.8.1.1, compensation to the Architect shall be at actual cost and shall be made pursuant to the Owner’s travel regulations. For those expenses

described in Sections 11.8.1.2 through 11.8.1.11, the compensation shall be computed as a multiple of 1.15 times the expenses incurred by the Architect, the Architect's employees and consultants.

§11.9 Architect's Insurance

§11.9 Delete Section 11.9 in its entirety.

§11.10.1 Delete Section 11.10.1 in its entirety.

§11.10.2 Delete Section 11.10.2 in its entirety and substitute the following:

§11.10.2 Payments are due and payable thirty (30) days from the date of receipt of the Architect's invoice by the Owner.

§11.10.2.2 Delete Section 11.10.2.2 in its entirety.

Article 12 – Special Terms and Conditions

Add the following Sections to Article 12:

§12.1 If the Owner and Architect determine the services of a Construction Manager (CMa) or Construction Analyst are necessary to a project, CMa and/or Construction Analyst review comments relative to the clarity of the design intent shall be incorporated into the documents by the A/E unless the A/E determines that the clarifications conflict with applicable codes or standards. The A/E will notify the owner and SBA of comments that are not incorporated into the documents. However, should clarification comments that are not incorporated into the document result in construction change orders, the SBA will not provide funding for change orders required to incorporate work into project relating to the review comments.

§12.2 Quality Control of Bidding and Construction Documents is of paramount importance to prevent unnecessary construction delays and change orders. Based on the project closeout evaluation process, Architectural and/or Engineering firms who demonstrate a pattern of errors and omissions exceeding fifty percent (50%) of the allocated contingency amount, will be required to meet with the Executive Director of the School Building Authority to review the quality control program the firm has established.

§12.3 Specialty consultants used by the A/E Firm for the development of project drawings and/or specifications shall not bid on any portion of the construction project. Consultants found to be submitting bids on such projects will be disqualified.

Article 13 – Scope of the Agreement

Add the following Section to 13.2:

§13.2.4 School Building Authority of West Virginia Supplementary Conditions to AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect; Other documents included by the Owner in the solicitation requesting expressions of interest, and the contract award to Architect.

END OF SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT B101-2017

The Owner and Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Architect have entered into this Agreement as of the date and year as written below.

Owner:

Architect:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

This Supplementary Conditions to AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect, has been approved as to form on this fourteenth day of September, 2020, by the School Building Authority of West Virginia. Any modification of this document is void unless expressly approved in writing by the School Building Authority of West Virginia.

School Building Authority of West Virginia
BUILDING PROGRAM UTILIZATION WORKSHEET
 Worksheet #3
 SBA FORM 301-C

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

County: _____ School: _____ Current Enrollment: _____

Classroom Types	Number Of Classroom Types	x	Maximum Pupils/Class Capacity	=	Total Program Capacity
TOTALS:					

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

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 self-contained regular 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.

SBA 301-C

School Building Authority of West Virginia
ARCHITECTURE/ENGINEERING FEE SCHEDULE
SBA FORM 302

CONSTRUCTION COST (NEW)	Max Fee (%)	Additional Fee (%) for Multiple Prime Contracts
\$ 3,000,000 and under \$ 4,000,000	7.00	1.0
\$ 4,000,000 and under \$ 5,000,000	6.50	.80
\$ 5,000,000 and under \$12,000,000	6.00	.70
\$12,000,000 and under \$16,000,000	5.75	.60
\$16,000,000 and under \$20,000,000	5.50	.50
\$20,000,000 and under \$25,000,000	5.25	.40
Over \$25,000,000	Negotiate	

NOTE:

1. Fees for projects with construction costs less than \$3 million or greater than \$25 million will be negotiated in consultation with the SBA staff based on complexity of the project.
2. If multiple prime contracting is determined by the project team to be the most feasible delivery method, A/E fees shall be adjusted for additional bidding and construction administration services. The additional fee adjustment will be project specific and must be approved by the SBA before executing the contract for A/E services.
3. Additional fees will not be paid by the SBA for bidding site preparation packages separate from construction packages.

CONSTRUCTION COST (Addition/Renovation)	MAX FEE (%)
\$ 300,000 and under \$ 750,000	10.00
\$ 750,000 and under \$3,000,000	9.00
\$3,000,000 and under \$4,000,000	8.00
\$4,000,000 and under \$10,000,000	7.75
\$10,000,000 and under \$16,000,000	7.50
\$16,000,000 and under \$20,000,000	7.25
\$20,000,000 and over	Negotiate

NOTE:

1. Fee schedule is based on 50% of construction cost involving renovations. Projects where renovation costs are less 50% and/or demolitions greater than 50% of the total project cost will be negotiated based on the complexity of the project. However, the fee shall not exceed the maximum fee for the addition/renovation construction cost identified.
2. Fees for projects with construction costs less than \$300,000 will be negotiated based on the scope of work.

SBA 302

School Building Authority of West Virginia
PROJECT SUBMISSION FORM – PLANNING PHASE
SBA FORM 302-A

SBA County/Architect (*Check the applicable boxes*)

Owner & Architect Contract

Draft copy of the AIA B101 Agreement between the Owner and Architect with the SBA's Architectural / Engineering Supplemental Requirements to AIA B101 included.

Project Delivery Method Narrative

The A/E shall work with the LEA to determine the most prudent and resourceful project delivery method. Determinations for the following methods shall be selected and reported to the SBA:

- Whether the use of an approved Clerk-of-the-Works is required or a Construction Manager
- Whether the use of a Construction Analyst is necessary
- Whether the project will be bid as a Single Prime Contractor package, a Multiple-Prime Contractor Package or a combination of both
- Whether the Site Design bid package will be separate or a part of the Building Design bid package
- Whether Building Information Modeling (BIM) will be used by the design team and to assist the Contractor in construction coordination
- The use of an independent Testing Adjusting and Balancing (TAB) contractor or an HVAC Commissioning Agent
- Whether the project will be a part of an Energy Savings Performance Contract

Site Feasibility Study

A site feasibility study must be completed by the project Architect / Engineer before proceeding with the purchase of the proposed site for construction. Consideration must be given to all factors identified in WVBE Policy 6200, Chapter 2. A copy of the study must be included in the Planning Phase Submission. The site evaluation study must include but is not limited to:

- Geotechnical Evaluation
- Boundary and Topographic Data
- Geological Evaluation (where applicable)
- WVDEP and US Army Corps of Engineers Evaluation and archaeological evaluation (where applicable)

- Archaeological Survey - West Virginia State Historical Preservation Office Review (where applicable)
- Department of Highways Evaluation (where applicable)
- Sanitary Sewer Sanitation / Percolation Test Results (where applicable)
- Water Pressure Test Results
- Utility Review Correspondence
- Other Agencies Reviews (Identify)

1 OF 2 (Planning Phase)

Educational Programming Information

- A complete Educational Specification (Ed. Spec.) document as described in the SBA Policy & Procedures Handbook Chapter 301.
- Summary of Spaces Worksheet #1 (SBA 301 A)
- Subject Area Space Allocation Worksheet #2 (SBA 301 B)
- Building Program Utilization Worksheet #3 (SBA 301 C)
- Preliminary Program of Spaces
- Preliminary Estimate of Probable Construction Cost
- (*Where Applicable*) Preliminary list of Green School components

NOTE: The School Building Authority and the West Virginia Department of Education reserve the right to request an electronic copy of Planning Phase Submission.

Submitted By Date

SBA Approval By Date

SBA 302-A

2 OF 2 (Planning Phase)

School Building Authority of West Virginia
PROJECT SUBMISSION FORM – SCHEMATIC DESIGN PHASE
SBA FORM 302-B

The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

SBA County/Architect (*Check the applicable boxes*)

- Cover Sheet**
 - List of all drawings included within this submission
 - List of abbreviations and project specific typical notes
 - Map of general project location with north arrow
 - Breakdown of building square footage by floor

- Final Program of Spaces**
 This document shall include a reconciled Program of Spaces showing the differences in LEA desired square footages from the Educational Specification and Architect’s designed square footages. Any changes / updates to Worksheets #1, #2, and #3 shall be provided if program changes occur from the Planning Phase to the Schematic Design Phase.

- Schematic Design Drawings, including room square footage (Half-size drawings are preferred. If original drawings are larger than 24”x36”; half-size are required.)**
 - Site Plan with Boundary and Topographic Survey Data, Preliminary Grading Plan, Utility Plan showing anticipated proposed tie-in locations, Floor Plan showing room descriptions and square footages of each space, plumbing fixtures and major fixed equipment and exterior elevation drawings sufficient to describe the general layout and character of the building design. Major construction materials and building square footage per floor shall be indicated on the drawings.

 - Designers shall provide a list of optional mechanical systems being considered for the project.

- Architect’s preliminary estimate of probable square footage construction cost. If a deficit exists in the cost estimate; the grant recipient must include written assurances of how they intend to solidify the deficit, by either reducing the scope of work or committing additional local funding.

- (*Where Applicable*) List of Green School components being considered on the project. A separate LEED for schools matrix may be attached.

- (*Where Applicable*) Provide the construction analyst or construction manager an electronic copy of the Schematic Design Submission document.

1 OF 2 (Schematic Phase)

NOTE: The School Building Authority and the West Virginia Department of Education reserve the right to request an electronic copy of Schematic Design Phase Submission.

Submitted By Date

SBA Approval By Date

SBA 302-B

2 OF 2 (Schematic Phase)

School Building Authority of West Virginia
PROJECT SUBMISSION FORM – DESIGN DEVELOPMENT PHASE
SBA FORM 302-C

The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and it shall consist of documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the project as to the architectural, structural, mechanical and electrical systems, and such other information as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

SBA County/Architect (*Check the applicable boxes*)

- Please check this box only if all previous SBA review comments have been addressed.
- Revised Program of Spaces reconciliation document if changes are required from the Schematic Phase submission.
- A narrative of the school’s proposed technology plan that describes how the technology is to be integrated into the daily lesson plan by the instructors and how the technology will be utilized and where major technology components will be located. Please refer to the SBA Quality and Performance Standards Section for further assistance.
- Provide verification that the available utility services are adequate to support the proposed building requirements.
- Outline specification that identifies the major materials and systems and establishes in general their quality levels. This document should include but is not limited to a detailed overview of all major building components and systems per division of work specific to the project. Please refer to the current SBA Quality and Performance Standards in order to establish minimum requirements. If desired, include a request for deviations from the SBA Standards with the submission information.
- (*Where applicable*) Provide the project construction analyst or construction manager, an electronic copy of the Design Development document.
- The designers shall submit a written narrative confirming the design intent from the schematic phase, which will provide the logic and background for the mechanical system chosen. The design intent shall take into consideration the county maintenance personnel’s ability to operate and maintain specific HVAC systems including the building automation system (BAS). If this system has changed from the list of systems described in the Schematic Design phase, please provide reasoning for this change.
- Provide life cycle cost analysis (if required by of the SBA Quality and Performance Manual)
- (*Where Applicable*) Final List of Green School components. A separate LEED for Schools Matrix may be attached.

1 OF 5 (Design Development Phase)

The Design Development Submission shall include, but is not limited to, the following:

SBA County/Architect

- Cover Sheet:**
 - List of all drawings included with the submission
 - List of abbreviations and project specific typical notes
 - Map of general project location with north arrow
 - Breakdown of building square footage by floor

- Site Design drawings shall include:**
 - Key Plan
 - Property lines
 - Buildings (existing and proposed)
 - Parking and paving including exterior steps and handicapped ramps, indicate locations of asphalt and concrete pavements, including curbs and sidewalks
 - Fencing
 - Storm Water Management
 - Spot Grades at all entrances and new building corners
 - Grades at drives and parking
 - Locations of power, water, communications, sewer and/or other necessary utilities

- Structural Drawings with key plan shall include:**
 - Key plan
 - Overall dimensions around the building
 - Diagrammatic layout of floor and roof framing plans showing major structural components including sizes/weights
 - Descriptions of all floor deck and concrete systems
 - Proposed locations of retaining walls or non-standard foundation or framing systems (if any)
 - Location of columns and bearing walls with dimensions needed to locate them
 - Bearing height of structural elements
 - Finish floor elevations
 - Designers shall include a narrative describing structural systems for all footings, foundations, floors and roof areas including proposed bottom of footing elevations.

- Architectural Drawings shall include:**
 - Key plan
 - Show all columns, exterior walls, interior partitions doors, door swing, windows, stairs, handrail, guard rails, elevators, interior frames and openings, casework counter tops and built in items in plan.
 - Seating capacities of gymnasiums and auditoriums.
 - Room names and numbers.
 - Door numbers
 - Overall building dimensions around the building
 - Column line dimensions tied to exterior wall dimensions.

2 OF 5 (Design Development Phase)

- A minimum of two continuous string of dimensions (longitudinally and laterally) through the building that equals the overall dimensions shown including the exterior wall thickness.
- Dimensions at stairs and ramps
- Building section marks
- Building elevation marks
- Location of roof drains, gutters and downspouts.

- Parapets, ridge lines, valleys, and hips with arrows to indicate the direction of slope.
- Roof plan (showing preliminary roof/overflow drain locations)
- Roof access, hatches, doors etc.
- Include a preliminary finish schedule of all floor, wall and ceiling finishes.

- Building Elevation Drawings:**
 - Show outline of building walls and roofs
 - Finish grade line
 - Windows and doors
 - Vertical dimensions with finish floor & roof bearing heights.
 - Roof pitch
 - Note materials and indicate extents.
 - Show building section marks.

- Building and Wall Section Drawings:**
 - Show the outline of building items that the section plane cuts through, including roofs, exterior walls, foundations, footings, floors, beams, joist, windows and door openings ceilings, bulkheads, insulation and finish grade lines.
 - Vertical dimensions with finish floor heights and roof bearing heights.
 - Note direction and percentage and/or pitch of roof slopes.
 - Note all materials

- Reflected Ceiling Plan:**
 - Key plan
 - Show grid, bulkheads, changes in elevations, materials, and ceiling mounted signage, HVAC equipment and lighting locations.

- Plumbing Drawings:**
 - Key plan with legend
 - Provide preliminary plumbing fixture schedule and equipment schedules for all plumbing equipment (Makes and model, if available)
 - Show Plumbing fixture and equipment locations
 - Locate main water line, include sizing
 - Locate main sewer and vent lines, include sizing
 - Locate roof drain lines, include sizing
 - Identify where water, sewer and storm enter and exit the facility.

3 OF 5 (Design Development Phase)

SBA County/Architect

- Fire Protection Drawings (when applicable):**
 - Key Plan with legend
 - Locate main water line, include sizing. Locate main equipment and risers.

- HVAC Drawings (Provide life cycle cost analysis, where applicable):**
 - Key plan with legend
 - Provide preliminary equipment schedules with sizes and quantities from design basis shown. (Manufacturer make and model, if known)
 - Locate all major HVAC equipment
 - Single line diagram of ducts and pipes sufficient to show zone locations, including preliminary sizing for all ductwork mains and piping system main lines on plan view.
 - Location of roof top equipment, fans, HVAC, etc. Ensure all roof top equipment locations allow for proper clearances in relation to parapet walls, exhaust vents & intake louvers.

- Electrical Drawings:**
 - Key plan
 - Power plan with legend showing locations of main and distribution panel boards and outlets, as well as service entrance and transformer locations.
 - Emergency power system (generators, ATS and misc. systems)
 - Lighting plan with legend showing the location of lighting, include fixture type, controls, dimming systems, exit lighting and emergency egress lighting. Preliminary fixture schedule showing all fixture types from the design basis. (Manufacturer make and model, if known)
 - Communications plan with legend showing location of fire alarm pull stations, hardwired computer outlets, phone outlets, CCTV locations and TV monitors. (where applicable)

- Power, lighting and communication layouts in classroom areas can be shown in a typical classroom layout. All other remaining areas should be shown as designed:**
 - Site Utility service connections and details
 - Technology documents showing cable tray, outlet locations, main technology closets and outlet details.
 - Technology documents showing video, clock, sound, paging, security, CCTV and wireless outlets and outlet details. (where applicable)

- Construction Cost Estimate by Division of Work:**
 - Architect's cost estimate. Include all proposed off-site utility extension access roads, soft costs and contingency.
 - If a deficit exists in the detailed cost estimate, a letter from the grant recipient committing additional local funding needed to solidify the deficit, if the additional funds were not previously committed at the Schematic Design Phase.

4 OF 5 (Design Development Phase)

School Building Authority of West Virginia
PROJECT SUBMISSION FORM – BIDDING DOCUMENT PHASE
SBA FORM 302-D

The Bidding Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work.

SBA County/Architect (*Check the applicable boxes*)

- Please check this box only if all previous SBA review comments have been addressed.
- The construction documents submitted shall reflect the entire proposed scope of work including all alternate construction bid packages. Any additional scope changes or alternate bid packages added after bidding document approval must be agreed upon by the SBA prior to bidding of the project. If additional scope changes are included without SBA approval, this work and all associated fees shall become the fiscal responsibility of the grant recipient.
- The construction specifications shall include bidding and procurement information that describes the place and conditions of bidding, including bidding or proposal forms, the Form of Agreement between the Owner and Contractor and the conditions of the contract for construction (General, Supplemental and Special Conditions).
- Include in the specifications, an original unaltered copy of the latest version of the SBA Supplemental Instructions to Bidders, General Conditions and all associated applicable SBA Forms.
- A comprehensive detailed specification that thoroughly describes all building components and systems per division of work and specific to the project. The quality of materials and systems set forth in the specifications should minimally meet or exceed the standards outlined in the SBA Quality and Procedures Standards.
- A detailed sequence of operation which will describe the functionality of all HVAC systems and all related components that work in conjunction with one another as an integrated system including the Direct Digital Controls (DDC) system. In the event that a full building automation system (BAS) is incorporated into the facility, this sequence of operation shall accurately detail the operation of all monitored equipment.
- (*Where applicable*) Provide the project construction analyst or construction manager an electronic copy of the bidding document.

In addition to the Design Development information, the Bidding Documents shall include:

Cover Sheet with the following information:

- Gross Building Area: by floor, existing (square footage), new (square footage), and total square footage
- Gross area per student, design enrollment
- List current governing codes and standards as adopted by the state and incorporated into the project design.

1 OF 6 (Bidding Document Phase)

Life Safety Plan:

- Identify all exits; show actual load and capacity. Verify minimum exits per floor
- Show egress paths. Verify within code lengths.
- Review for dead-end corridors
- Stairs – verify handrail locations and lengths.
- Confirm wall ratings for storage, utility rooms, trash rooms, corridors and stairwells.
- Handicapped access – (i.e., ramps, disabled areas of refuge)

Site and Civil Drawings:

- Boundary and Topographical survey by licensed surveyor
- Grading plan; sediment and erosion control plan and details
- Address all WVDEP, US Army Corps of Engineers and other regulatory agency concerns and comments
- Utility plans and details; locations of existing utilities to be relocated.

Landscaping (when applicable):

- Overall plan showing plantings, irrigation and drainage systems, site lighting, signage and features
- Details and sections of all site features, special pavements, bollards, etc.
- Symbol glossary or legend
- Planting and seeding schedules
- Planting standard details, modified as required for specific conditions

ARCHITECTURAL:**Plan Sheets:**

- Key plan cross referenced to the building area shown.
- All floor plans with column line grid with all dimensions; show all core areas, floor openings; note all partitions and partition types; show all door and other openings
- Label all windows and doors on plan and identify in the corresponding schedules
- Building section elevations, wall section and interior elevation marks on plans
- Detail references with the detail number/nomenclature
- Show all accurately completed schedules.
- Show all dimensions both interior and exterior to locate windows, doors and interior wall locations.

Roof Plan:

- Roof plan showing all dimensions and noting all materials, openings, keyed details and sections
- Note the roof slope and minimum insulation thickness at low points
- Details and sections noting all roof perimeter, parapet and internal conditions

Reflected Ceiling Plan:

- Indicate all ceiling and bulkhead heights
- Coordinate and show location of mechanical and electrical equipment including ceiling diffusers, lighting fixtures and access panels

Elevations, Sections and Exterior Details: (Keyed onto Plans)

- Exterior elevations noting all materials, line of proposed footings and foundation walls, keyed sections and vertical dimensions to locate door and window heights, finished floor joist bearing and parapet wall elevations.
- Elevations to note all door and window openings, all louvers and other wall systems and locations
- Building sections, at least two, in both directions
- Exterior wall sections showing all elements and materials in design; note all fixed equipment; show vertical and pertinent horizontal dimensions and floor elevations. Indicate room names and numbers where the cut plane passes through the space.
- Sections to show clearly special conditions, typical stairs, instructional spaces and corridors, equipment and fixtures, floor construction, levels and thickness, wall and ceiling construction, typical windows, interior and exterior doors, finish material, roof construction, fire barriers and smoke partitions.

Building Sections, Interior Elevations:

- Show as many building sections as necessary to accurately depict all variations in the building construction. A minimum of one transverse and two longitudinal building section per building shall be included. Select areas that show key floor-to-floor relationships. Dimension vertically, show column grid, reference large scale sections and details.
- Materials – Note and indicate all finish materials. Show all wall-mounted equipment, including switches, receptacles, diffusers and thermostats at critical areas.
- Details (larger scale) showing but not limited to typical exterior wall sections, footings, foundations, floors, windows, cornice and roof, all vertical dimensions, each type and size of door with glazing and paneling, frame and trim, each type of window, together with distances to floor and ceiling, stairs, including risers, treads, handrails, newels and landing lines, instructional display board, bulletin board, trim, built-in equipment, counters, cupboards and drawers, and wardrobes, expansion joints, entry mats, casework, wood trim, shelving, display case mounting, locker base (if not standard), handrails, grab bars, catwalks, pass windows.
- Identify necessary back-up blocking for wall-mounted equipment, shown in sections.
- Detail bulkheads and other changes in ceiling heights.
- Rated shafts/chases. Unless of standard manufacture.

Windows in Plans, Schedule and Detail Coordination:

- Window sizes and types. Window mark, material height, width, head height, additional information and remarks. Indicate whether dimension is “rough opening” or actual size. Indicate swing direction of operable units. Show glass type.
- Window detail including head, jamb and sill conditions
- Consider the following: structural support for large units, blocking for shades, dark shades in classrooms and auditoriums, window operators for high windows, etc. Still, stool, apron, casing, jamb extensions.
- Roto operators and window limiters to be shown in window schedules and detail coordination drawings, where applicable.

Door Schedule:

- Door Schedule: size, type, opening, location, material, frame, glazing, louvers, transoms, panels, undercuts, fire ratings, special features including thresholds, hardware set reference.

3 OF 6 (Bidding Document Phase)

- Included in door schedule:
 - Code compliant width of exit doors
 - Compatibility with hardware types
 - Code compliant sizes and types of glass
 - Weather-stripping for sound rated doors
 - Transoms above doors
 - Check door numbers and all items in schedules against door numbers on plans.
 - Louvered and/or undercut doors indicated per mechanical
 - Proper labeling of fire doors
 - Coordinate hardware with electric strikes, operators, monitors, hold-opens, etc.

Finish Schedule with Legend Describing Finish Abbreviations:

- Room number, name, ceiling type, ceiling height, wall finish, floor finish, base, wainscot, wall trim and additional information and remarks. Room numbers shall be final numbering system for this school.
- Complete entire schedule in addition to basic finish types
- Indicate the following: Clear description of location for split finishes (above and below chair rails, etc.), locations of and reference details for borders and patterns, extent (brackets, grilles, etc.) ceramic tile heights. Finish for exposed existing construction. Additional finish requirements shall be indicated in the specifications.
- Check the finish schedule for coordination with room names and numbers indicated on plans, interior elevations, and specifications.
- Note surfaces where multi-color paints and trims are proposed.

Structural:

- Structural comments sheet with all code and design basis information; note all design parameters, etc., abbreviations glossary and legends. Additional information shall be provided in the specifications.
- Dimensioned foundation plan with slab on grade noted; with keyed sections and details.
- Dimensioned floor and roof plans showing all members with sizes and weights; note all openings; jointing and edge conditions; keyed details and sections.
- Detail and section drawings as required to completely detail all foundation and framing conditions.
- Building sections and details.
- Completed foundation, column, beam and lintel schedules, as appropriate.

Plumbing:

- Plumbing plans showing completed systems, including foundation drain lines, storm, acid, and sanitary sewer and vent lines, complete water supply system and location of all plumbing fixtures, including hose cabinets and sewage disposal system. All piping sized including valves, on plan view. Include riser diagrams and details for all systems and complete specifications with acceptable manufactures.
- Completed fixture and equipment schedules including makes and models for all systems to adequately show the basis of design.
- For areas of concentrated equipment, provide enlarged plans for both plan and section views.
- Indicate the design intent for fire protection system desired and special equipment (i.e., fire pumps, holding tanks) necessary for the project.

4 OF 6 (Bidding Document Phase)

HVAC:

- HVAC plans showing completed systems, the size and type of heating and cooling unit. The plans shall also include all connections; pumps; supply and return lines with sizes, valves and slopes; motors; air-handling equipment; fans, including types, locations, sizes and capacity of all ducts, grilles and ventilator.
- Floor plans indicating ductwork, piping and mechanical devices all sized.
- Testing and balancing requirements
- Sound/vibration attenuation measures
- Fire dampers, balance dampers, access panels and housekeeping pads sized and located on plan view
- Completed equipment schedules including makes, models fan RPM speed, etc., for all systems
- For areas of concentrated equipment, provide enlarged plans in 1/4"=1' scale for both plan and section views
- All piping sized including valves, items on plan view. Include riser diagrams and details for all systems and complete specifications with acceptable manufactures.
- Complete control schematic diagram with terminations which correlate with the sequence of operation in the specification.

Electrical:

- Electrical plans using standard symbols to show all connections, inside and outside, location of wall, floor and ceiling outlets or receptacles, location and size of all conduits, capacity of outlets, network drops, location and details of switch panels, circuit breakers and fusing, location and connections for all bells, alarms, clocks, and special outlets, and types and designs of lighting fixtures.
- Electrical light fixture schedule with makes and models to adequately show the basis of design.
- Lighting control details and risers
- One-line diagrams showing all panel sizes, conduit requirements and wire sizes
- Panel schedules for all new, renovated and existing panels.
- Floor plans showing locations of all panels, outlets, light fixtures, receptacles, switches, fire alarm devices and equipment, emergency power systems.
- Mechanical equipment connection schedule, complete technical specifications with acceptable manufacturers
- For areas of concentrated equipment, provide enlarged plans in 1/4"-1' scale for both plan and section views
- Technology documents showing detailed racks systems for T/D, video/TV, clock, sound, paging, security, intercom, cctv and wireless outlets systems. Completed equipment schedules including makes and models for all systems
- Riser diagrams for all systems, complete technical specifications with acceptable manufacturers
- Incoming service connection details
- Completed site utility service connections and details
- Power Plan with legend, show locations of main and distribution panel boards and outlets.
- Lighting Plan with legend, show location of lighting, controls, exit lighting and emergency egress lighting.

- Communications Plan – show location of fire alarm pull stations, hardwired computer outlets, phone outlets, CCTV locations, TV Monitors, electronic building directory, sprinkler system monitor board.
- Power, lighting and communication equipment schedules.

Misc. Documentation to be Submitted:

- Complete specifications augmenting the information shown on the drawing, giving details on construction materials and methods, mechanical equipment and installations and tests. In general, specify all window shades, restroom accessories and lockers and all other permanent equipment forming an integral part of the building.
- Final Technology Plan
- Final estimate of probable cost, including total project cost. This requirement will **not** be waived if an SBA Construction Analyst is used.
- AIA documents specific to the project shall be part of the bidding document submissions. Draft or sample copies are not acceptable.

NOTE: The School Building Authority and the West Virginia Department of Education reserves the right to request an electronic copy of the Bidding Document Phase drawings.

Submitted By _____
Date

SBA Approval By _____
Date

SBA Form 302-D

WORK IN PROGRESS TODAY: (Include report of operations, materials received and condition, work start/stop time, and any unusual conditions. *Include photos from today on a separate photo page.*)

WORK COMPLETED TODAY:

DISCREPANCIES NOTED: (Immediately contact A/E. Non-conformance Report # _____)

SUMMARY OF DISCUSSIONS WITH CONTRACTOR(S): (List which Contractor, summarize discussion.)

ANY CAUSE FOR DISPUTE, CHANGE ORDERS, OR DELAYS – REASONS:

EXTRA WORK IN PROGRESS – DESCRIPTION:

ITEMS FOR OFFICE ACTION:

VISITORS PRESENT TODAY:

ADDITIONAL REMARKS:

Submitted By

Date

SBA 303

School Building Authority of West Virginia
Policy & Procedures Handbook
APPENDIX OF SBA FORMS

Chapter 4 Forms
FORMS TO SUPPLEMENT BIDDING AND CONSTRUCTION PROCEDURES

School Building Authority of West Virginia
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
SBA Form 400

SBA Supplementary Instructions to AIA Document A701-2018
Instructions to Bidders

The following Supplementary Instructions modify the Instructions to Bidders, AIA Document A701-2018 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions shall remain in effect.

**NOTE: THIS DOCUMENT SHALL BE PRINTED ON NON-WHITE PAPER TO BE
DISTINGUISHED FROM OTHER SPECIFICATION PAGES.**

Article 1 – Definitions

§1.1 Make the following changes to Section 1.1:

In the last sentence after “all other documents” add the phrase “, including all School Building Authority of West Virginia-required documents and forms,”

Article 2 – Bidder’s Representations

§2.1 Add the following to Article 2.1 Bidder’s Representation:

.7 the Bidder acknowledges that the failure to have official representation and official registration of attendance at the pre-bid meeting will disqualify contractors from bidding the project. The representative shall be an employee of the company being represented. Should it be determined that the representative is not employed by the company being represented, that company’s bid proposal shall be rejected.

Article 3 – Bidding Documents

§3.4.4 Delete Section 3.4.4 in its entirety and replace with the following:

§3.4.4 Prior to submitting a bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge receipt of all Addenda in the bid using SBA Form 402-B. Failure to submit the formal Receipt of Addenda form shall result in disqualification of the bid.

Article 4 – Bidding Procedures

§4.1.2 Delete Section 4.1.2 in its entirety and replace with the following:

§4.1.2 All requested Bid Proposals and Alternate Bids shall be bid. If Bidder elects not to provide such Bid, write “no bid”

Add the following Section to Article 4.1

§4.1.9 Failure of the Prime Contractor to supply all required post bid documentation (including all information required to be submitted by the Prime Contractor’s Subcontractors) to the Owner, Architect, and SBA within the stipulated time frame will result in disqualification of the bid and forfeiture of the bid bond.

§4.2.1 Add the following to section 4.2.1:

Pursuant to the requirements contained in W. Va. Code §5-22-1(c), All Bidders shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the County Board of Education and the School Building Authority of West Virginia. The bid bond must be submitted with the bid. The Bid Bond obligee shall be the County Board of Education.

- .1 No Bid Bond is required for projects of \$25,000 or less.
- .2 An irrevocable Letter of Credit is not acceptable as a Bid Bond.
- .3 A certified cashiers' check is not acceptable as a Bid Bond.
- .4 Personal securities are not acceptable as a Bid Bond.

§4.3.1 Add the following to Section 4.3.1:

Bids shall be submitted using the three-envelope system.

§4.3.1.1 All of the following must be included and sealed in an opaque envelope labeled "Envelope #1":

- .1 A valid Bid Bond
- .2 SBA Addenda Acknowledgement & Bid Certification (SBA Form 402), completed and signed
- .3 SBA List of Major Subcontractors (SBA Form 403-A), completed and signed

§4.3.1.2 The completed and signed bid form shall be sealed in an opaque envelope labeled "Envelope #2 Bid Form".

§4.3.1.3 Envelopes #1 and #2 shall be sealed inside of an opaque envelope addressed to the party receiving the bids, and shall be identified with the project name, the bidder's name and address and the designated portion of the work for which the bid is submitted.

§4.3.1.4 If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Sealed Bid Enclosed" on the face thereof. Failure to provide any the required documentation will result in disqualification of the bid being submitted. Should the bid be disqualified under this provision, the required bid bond will be returned to the bidder.

§4.3.2 Delete Section 4.3.2 in its entirety and replace with the following:

§4.3.2 In accordance with W.Va. §5-22-2 (a), the public entity accepting bids shall designate the time and place the bids will be received. No public entity may accept or take any bid, including receiving a hand-delivered bid, after the time advertised to take bids.

Add the following Section to Article 4.4:

§4.4.4 Bids may not be withdrawn for a minimum period of thirty (30) days following the date of receipt of Bids without forfeiture of bid security as liquidated damages, not as a penalty. Should the actual bid documents indicate additional time for bid withdrawal, the bid documents shall prevail.

Article 5 – Consideration of Bids

§5.2 Delete Section 5.2 in its entirety and replace with the following:

§5.2 The Owner shall have the right to reject any or all Bids or to reject a Bid which has been deemed incomplete or irregular, in accordance with West Virginia Code §5-22-2 (b). Should the bid be considered erroneous, the bidder must provide indisputable evidence of the error. If upon receipt of evidence, the bid is determined to be erroneous, the required bid bond will be returned to the bidder.

§5.3.1 Delete Section 5.3.1 and replace with the following:

It is the intent of the Owner to award a Contract to the lowest qualified responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.

§5.3.2 Delete Section 5.3.2 and replace with the following:

The Bidder will note that Bids consist of the Base Bid and several related add or deduct Alternate items, all comprising items entering into the project and forming the contract as a whole. These several parts of the Proposal furnish the basis of arriving at the awarding of the contract. The Owner may award the contract on the basis of the Base Bid alone, or if and when conditions warrant, accept any such Alternate items appearing on the proposal, in a sequential prioritized order, thereby reducing or increasing the amount of the Base Bid.

Add the following Sections to Article 5.3:

§5.3.3 The contract shall be deemed as having been awarded when formal notice of award has been duly served upon the intended awardee (i.e., the bidder to whom the Owner contemplates awarding the contract) by an authorized individual representing the agency receiving bids. Terms of the contract shall not be deemed to have been perfected until a satisfactory surety bond equal to 100% of the contract sum has been furnished to the owner by the successful bidder, at his own expense as a guarantee of contract performance.

§5.3.4 Any bidder adversely affected by the intended decision of the Owner to award a contract or to reject all bids shall file a notice of protest and bond with the Owner within seventy-two (72) hours after the issuance of the intent to award. A formal written protest shall be filed with the Owner within ten (10) days after filing the notice of protest with the Owner, stating with particularity the facts and law upon which the protest is based.

§5.3.5 All notices of protest and formal protest shall be filed with the Owner.

§5.3.6 A protest is not timely filed unless both the notice of protest and the formal protest are received by the Owner within the required time limits. A written notice of protest which is filed by 4:00 p.m. on the date on which the seventy-two (72) hours expires is timely. If such a date is Saturday, Sunday, or a legal holiday, the period shall run until 4:00 PM of the next day that is not a Saturday, Sunday, or a legal holiday.

§5.3.7 The Owner has the sole authority to review the protest and render a decision. The LEA's Purchasing Director, or his/her designee, shall review the protest and issue a written decision. A hearing may be conducted at the option of the Director or assigned designee.

§5.3.8 If the bidder is not satisfied with the Owner's decision, the bidder may take appropriate legal action through the West Virginia court system

Article 6 – Post-Bid Information

§6.1. Delete Section 6.1 in its entirety and replace with the following:

§6.1 Qualification of Contractors

§6.1.1 A completed Contractor Qualification Statement (SBA 405) shall be submitted by the Contractor and all Subcontractors to the Owner, Architect, and the SBA for review within seventy-two (72) hours after the completion of the bid opening. This information will be used by the Owner, Architect, and the SBA for evaluation of the low bid contractors on the project to determine whether or not the provided information satisfies the intent of the form requirements.

§6.1.2 Pursuant to the laws of the State of West Virginia, bids must be awarded to only the lowest qualified responsible bidder. The Owner, Architect, and SBA shall use the information gathered on the Contractor Qualification Statement to determine the lowest qualified responsible bidder. No single criterion will be considered the controlling factor in determining the lowest qualified responsible bidder. The criteria on the statement used in the contractor evaluation shall include:

- a. The relevant experience and years of experience the bidder has in the construction, renovation or building repair business.
- b. The continuity, experience and skill of the bidder's work force and that of the bidder's designated subcontractors.
- c. The bidder's performance on similar construction projects.
- d. The bidder's ability to successfully complete projects within the proposed schedules and deadlines.
- e. The bidder's history of compliance with Worker's Compensation and Unemployment Compensation laws.
- f. The bidder's history of compliance with the United States Department of Labor's Occupational Safety and Health Administration (OSHA) requirements.
- g. The bidder's history of compliance with Federal Prevailing Wage as well as Fair Labor Standards and Wage Payment laws.
- h. The bidder's subcontractors' compliance with state regulatory agencies.
- i. The bidder's local hiring plan and history of compliance with the West Virginia Jobs Act, (W.Va. Code, Chapter 21, Article 1C) regarding use of the local labor market.
- j. The bidder's participation as a party in any legal action where an awarded liability could negatively impact the ability of the bidder to complete this project.
- k. Response from bidder's references and recommendations of other owners for whom the bidder has worked.

§6.2 Remove Section 6.2 in its entirety.

§6.3 Delete Sections 6.3.1 in its entirety and replace with the following:

§6.3.1 Submittal of Complete List of Subcontractors & Major Equipment / Materials Suppliers (SBA Form 403-B):

§6.3.1.1 The apparent low bidder as determined by the results of the bid opening shall submit SBA Form 403-B – Complete List of Subcontractors and Equipment / Materials Suppliers in order to meet the requirements of W.Va. Code §5-22-1(g). This information shall be provided to the Owner, Architect, and SBA within 24 hours after the completion of the bid opening. Bidding contractors are encouraged to be present at the bid opening or obtain bid results from the owner in order to determine the bid results and the apparent low bidder(s). For each category of work that requires a Subcontractor or Equipment / Materials Supplier that exceeds a value of \$25,000, the bidder shall clearly and legibly list each Category of Work and the corresponding Subcontractor and Equipment/Materials Supplier's name and valid Contractor license number. The bidder shall not list multiple Subcontractors and Equipment/Materials Suppliers for the same category of work. The bidder shall not list a different Subcontractor than the Subcontractor listed on SBA Form 403-A that was provided at the time of bid.

§6.3.1.2 Each bidder is required to establish the reliability and responsibility of all Subcontracts and Equipment/Materials Suppliers being proposed to perform the work. Contractors, Subcontractors, and/or Equipment/Materials Suppliers that have had their right to bid suspended by the SBA or any other State entity are prohibited from bidding any SBA project for a period of at least one year from the date the Contractor is notified. It is the responsibility of any Contractor soliciting bids or quotes from Subcontractors to verify the eligibility of all proposed Subcontractors and Equipment/Material Suppliers being proposed to perform the work. A review of the proposed subcontractors and equipment/material

suppliers shall be conducted by the Architect/Engineer, Owner and representatives of the SBA. The bidder may be requested to change an unsatisfactory Subcontractor or Equipment/Material Supplier. Proposed Subcontractors or Equipment/Material Suppliers found to be unsatisfactory jointly by the Owner, Architect/Engineer or SBA and the Contractor, shall be replaced by an acceptable subcontractor or equipment/material supplier at no additional cost to the Owner, as the contractor has full responsibility for execution of the work.

§6.3.1.3 Prior to the award of the contract, the Architect/Engineer will make a preliminary review of the major equipment and materials lists submitted and advise the bidder through the Owner, of the acceptance thereof, and of such other actions as may be necessary in order to meet the requirements of the contract documents. Should it develop that any of the materials or equipment named in the list do not meet the requirements and intent of the specifications, the Contractor shall be required to furnish to the Owner other materials or equipment acceptable and fully complying with the specifications at no change in contract price. Preliminary review and acceptance of the listing provided shall not relieve the Contractor from furnishing equipment and materials in complete accordance with the specifications.

§6.3.1.4 Written approval shall be obtained from the Architect/Engineer covering any substitution of equipment or materials. Substitutions may be permitted in the following instances:

- a. Failure to meet quality and intent of specification and/or
- b. Failure of the supplier or manufacturer to meet delivery schedules or other conditions of the contract.

§6.3.1.5 During the 72 hours immediately following the bid opening, the Owner and SBA shall review the information provided on the required SBA Form 403-A and 403-B to determine if the provided information satisfies the form requirements. The Owner or the SBA reserves the right to reject the proposal of any bidder who fails to furnish all required equipment and material information necessary to meet the intent of the form.

§6.3.1.6 The SBA recommends that all Prime Contractors receiving quotations for bids require a scope of work letter from all Subcontractors be sent to the General Contractor receiving the quotation at least 24 hours before submission of the bid. The letter should identify the items being quoted, the scope of work included or not included in the price quotation that will be provided and most importantly, receive confirmation from the Subcontractor that they understand the requirements and constraints of the project schedule. The SBA will not allow a prime contractor or a subcontractor to change or alter the bid after the bid opening as a result of miscommunication between the General Contractor and Subcontractors or Supplier quoting the project.

§6.3.1.7 Each bidder acknowledges responsibilities for each of its Subcontractors, and thus accepts responsibility of those Subcontractors' ability to meet the project timelines established. Therefore, failure of the Prime bidder to take all available actions with regards to requiring the Subcontractor to meet the project schedule may result in disciplinary action on the Prime bidder and the Subcontractor by the SBA.

§6.3.2 Delete Section 6.3.2 in its entirety and replace with the following:

§6.3.2 In accordance with West Virginia Code §5-22-1, the lowest qualified responsible bidder submitting bid on SBA-funded projects must certify that all provisions within this code and any additional SBA requirements have or will be met prior to execution of the construction contract. Failure to comply with these provisions will result in the disqualification of the bidder and forfeiture of the required bid bond.

§6.3.3 Delete Section 6.3.3 in its entirety.

§6.3.4 Make the following changes to Section 6.3.4:

In both instances where “Owner and Architect” is listed, remove and replace with “Owner, Architect, and SBA”

§6.3 Add the following Sections to Article 6.3:

§6.3.5 Each Bidder must be registered with the West Virginia Department of Tax and Revenue prior to the time and date for Receipt of Bids in order for his Bid to be considered. If any Bidder is not registered with the Tax Department, an application should be made to the West Virginia State Tax Department Taxpayers Services Division at 1124 Smith Street, Charleston, WV, in the Albert T. Summers Center State Office Building and complete all required registration documentation so that a registration number may be assigned prior to the time and date for receipt of Bids.

§6.3.6 Contractor Licensing:

§6.3.6.1 All Contractors and Subcontractors doing business in West Virginia must be licensed to perform work in the State as required by West Virginia Code §21-11 – the West Virginia Contractor Licensing Act. In addition to the provisions as listed, the following applies to SBA-funded projects:

a. All Subcontractors must be licensed, and a copy of their current license number must be submitted with all quotations to the Prime Contractor. Pursuant to the Act, Prime Contractors are required to only accept quotations from and subcontract with Subcontractors licensed to perform work in West Virginia.

b. The Contractor shall submit to the Owner via the Architect a copy of all Contractors and Subcontractors valid West Virginia contractor licensing certificates within seventy-two (72) hours after the bids are received.

Add the following Sections at the end of Article 6:

§6.4 The successful low bid Prime Contractor and all Subcontractors performing Work on the project shall verify the legal status of all workers and shall comply with the provisions of West Virginia Code §21-1B. All Prime Contractors and their Subcontractors shall provide assurances to the Owner by submitting a completed SBA Form 400-B. This document acknowledges the Contractor has received assurances from Subcontractors (using SBA Form 400-C) that they are in compliance with applicable W.Va. Code and SBA Policy. These forms shall be submitted along with the contract for construction and the contract will not be fully executed until this provision has been satisfied.

§6.5 Additional State of West Virginia Forms Required:

§6.5.1 The Contractor shall submit to the Owner a completed and signed West Virginia Purchasing Affidavit for review within seventy-two (72) hours after the bids are received. This affidavit certifies that the Contractor and all Subcontractors under the Contractor’s surety do not owe the state or any of its political subdivisions any debts which would preclude them from a Contract award. Contractors are encouraged to require this form from all Subcontractors under the Contractor’s surety.

§6.5.2 The Contractor shall submit to the Owner a completed and signed West Virginia Drug-Free Workplace Affidavit for review within seventy-two (72) hours after the bids are received. This affidavit certifies that the Contractor shall maintain a written plan for a drug-free workplace policy and that such plan and policy are in compliance with West Virginia Code §21-1D. This plan must cover the workforce of the Contractor and all Subcontractors under the Contractor’s surety.

§ 6.6 Notice of Post-Project Evaluation and SBA Power to Suspend Right of Bid

§ 6.6.1 Upon Project Final Completion and Closeout of the project, the SBA staff shall evaluate the Contractor’s performance in regard to the following critical issues:

a. Completion within the time specified in the Contract Documents

- b. Performance of the Work in conformance with the Contract Documents
- c. Project Closeout in a timely manner in compliance with the Contract Documents

§ 6.6.2 If any of these issues fail to meet the requirements of the Contract Documents, the SBA staff will review the project documentation to ascertain the Contractor's responsibility for the failure(s). If this review finds that the Contractor's failure to comply with the conditions of the Contract and/or the Contractor's failure to perform the Work in conformance with the Contract Documents has been the major contributor to the Project deficiencies, the SBA may implement suspension procedures as outlined in the SBA's Policy & Procedures Handbook, Section 501.

Article 7 – Performance Bond and Payment Bond

Delete Article 7 in its entirety and substitute the following language:

§ 7.1.1 The Contractor to whom any contract is awarded, shall pay for, execute, and deliver to the Owner via the Architect before signing the Contract with the Owner a corporate surety Performance and Labor and Material Payment Bond that meets the following criteria:

- a. The bond must be executed on AIA Document A312 (or equivalent form);
- b. the Surety Company must have an A.M. Best, A- or better rating and must be listed on the most current Federal Register, Circular 570;
- c. The Company must be authorized to do business in the State of West Virginia; and
- d. The bond must be in the sum of one hundred percent (100%) of the amount of the contract, insuring the full and faithful performance of the work and payment in full for all materials, machinery, equipment, and labor, and covering all the guarantees called for in the specifications and all other obligations arising there under.

§ 7.1.2 All Prime Contractors performing work on SBA projects must be covered by a performance bond. The Owner will not accept responsibility for direct payments to subcontractors performing work on projects by way of consignment. No Performance Bond is required for projects of \$25,000 or less.

§ 7.1.3 Should the successful Bidder fail or refuse to deliver the required bond and all other Contract Documents, properly executed after receipt of the Owner's letter of intent to award a Contract and prior to the execution of the Contract, the successful Bidder shall forfeit the security deposited with his Bid as liquidated damages, not as a penalty.

§ 7.1.4 Items that are NOT acceptable as a Performance Bond include, but are not limited to:

- a. an irrevocable Letter of Credit
- b. A certified cashiers' check
- c. Personal securities

§ 7.1.5 Failure of a construction firm to satisfactorily perform the work specified in the contract documents will result in the owner executing their rights, pursuant to the conditions of the contract documents, to declare a construction contract default under the provisions of the AIA General Conditions of the Contract for Construction established for this project. If the construction firm's surety company is notified of their responsibility for the completion or remediation of incomplete or non-compliant work, said construction firm may no longer be eligible to bid future projects funded by the SBA.

Article 8 – Enumeration of the Proposed Contract Documents

(The Architect/Engineer shall list the contract documents that are to be included as Contract Documents for this Project, including all applicable SBA Forms.)

School Building Authority of West Virginia
SUPPLEMENTAL GENERAL CONDITIONS
SBA Form 401

SBA Supplementary Conditions to AIA Document A201-2017
General Conditions of the Contract for Construction

The following Supplementary Conditions modify the General Conditions of the Contract for Construction, AIA Document A201-2017 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions shall remain in effect.

**NOTE: THIS DOCUMENT SHALL BE PRINTED ON NON-WHITE PAPER TO BE
DISTINGUISHED FROM OTHER SPECIFICATION PAGES.**

Article 1 – General Provisions

§1.1.1 The Contract Documents – Delete the last sentence and substitute the following:

The Contract Documents also include Bidding Documents, (Advertisement or Invitation to Bid, Request for Quotations/Bids, Instructions to Bidders, Supplemental Instructions to Bidders, Form of Proposal, Sample forms, and the portions of the addenda relating to bidding requirements), the Bid, Bid Bond, List of Major Subcontractors, Complete List of Subcontractors and Equipment/Material Suppliers, and other documents listed in the Agreement, Performance Bond, Payment Bond, Maintenance Bond (if applicable), Certificates of Insurance.

§1.1.2 Delete the last sentence in Section 1.1.2 in its entirety and replace with the following:

The Architect and the Contractor shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their respective duties.

§1.1.9 Add the following Section at the end of Article 1.1:

§1.1.9 Litigation

Litigation refers to a civil action instituted in the Circuit Court in the County in which the Project resides.

§1.2.1.1 Make the following changes to Section 1.2.1.1:

In the second sentence, remove “any law” and insert “West Virginia law or any applicable federal law”. In the last sentence, remove “by law” and insert “West Virginia law or any applicable federal law”.

§1.7 Delete the last sentence of this section in its entirety.

§1.8 Remove this section in its entirety and replace it with the following:

“Any use of, or reliance on, all or a portion of a building information model must be approved in advance by Owner and will only be permitted if the Parties have agreed upon and executed written documents to memorialize protocols governing the use of, and reliance on, the information contained in the model.”

Article 2 – Owner

§ 2.1.1 Add the following after the last sentence of Section 2.1.1:

Notwithstanding the foregoing, the parties understand that since Owner is a grant recipient of the School Building Authority of West Virginia (SBA), all change orders require review by the SBA prior to approval by the Owner. Additionally, approval may be required by agencies of the federal government if funding is provided by an agency of the United States federal government.

§2.1.2 Delete Section 2.1.2 in its entirety.

§2.1 Add the following Section to Article 2.1:

§2.1.3 The Owner and the agency funding the project reserve the right to maintain a full time or part time project representative (sometimes referred to as the “Clerk of the Works”) at the project site who shall keep the Owner informed of the progress and quality of the Work and responsibilities. The Contractor shall cooperate with the Clerk of the Works in the performance of his/her duties. The Clerk of the Works will not interfere with or be responsible for the Contractor’s supervision and direction of the Work, and the Contractor’s means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Clerk of the Works may facilitate communications between the Owner, Architect, and Contractor but has no authority to make decisions for the Owner, approve modifications to the Contract Documents, the Contract Time, or Contract Sum. Additionally, Contractor is not permitted to rely on or consider decisions made by the Clerk of the Works on behalf of Owner.

§2.2 Delete Article 2.2 and all of its subsections in its entirety.

§2.3.2 Make the following changes to Section 2.3.2:

In first sentence, delete the period and add “, when required pursuant to West Virginia Code §30-12-1 et seq.”

§2.3.3 Delete Section 2.3.3 in its entirety.

§2.3.4 Delete the last sentence of Section 2.3.4 and substitute the following:

The Contractor shall confirm the locations of each utility. If the Owner has provided geotechnical and other tests to determine subsurface conditions, the Owner will provide such documents to the Contractor; the Contractor acknowledges that it will make no claims for any subsurface or any other conditions revealed by these tests.

Add the following Section to Article 2:

§2.6 As all or a portion of this project is funded by the School Building Authority of West Virginia (SBA), the SBA reserves the right to visit projects at intervals deemed necessary to observe the progress of construction. The SBA field representative shall have such responsibilities as the SBA may delegate.

Article 3 – Contractor

§3.2.2 Add the following sentence to the end of Section 3.2.2:

Claims by Contractor resulting from its failure to familiarize itself with the site shall be deemed waived. Additionally, by submitting a bid or otherwise entering into this contract, Contractor acknowledges that it has reviewed and understands the contract documents and the work required by those documents. Any claims arising from Contractor’s failure to review and understand the contract documents shall be deemed waived.

§3.2.3 Delete Section 3.2.3 in its entirety and substitute the following:

§3.2.3 The Contractor acknowledges its continuing duty to review and evaluate the Construction Documents during performance of its services and shall immediately notify the Owner and the Architect about any problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between

the Construction Documents; and variances it discovers between the Construction Documents and applicable laws, statutes, building codes, rules and regulations.

§ 3.2.4 Add the following clauses to Section 3.2.4:

§3.2.4.1 If the Contractor performs any Work which it knows or should have known involves a recognized problem, conflict, defect, deficiency, inconsistency, or omission in the Construction Documents; or a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules, and regulations, without notifying the Owner and the Architect prior to receiving written authorization from the Architect to proceed, the Contractor shall be responsible for the consequences of such performance.

§3.2.4.2 Before ordering any materials or doing any Work, the Contractor and Subcontractors shall verify all measurements at the site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Architect prior to proceeding with the Work. No extra charge or compensation will be entertained due to differences between actual measurements and dimensions indicated on the drawings, if such differences do not result in a change in the scope of Work or if the Architect failed to receive written notice before the materials were ordered, or the Work was performed.

§3.4.1 Add the following sentence and clauses at the end of Section 3.4.1:

§3.4.1.1 Contractor must review and comply with the following statutory requirements affecting public construction projects, as well as any other applicable laws that are not referenced herein:

- a. West Virginia Code §5-19-1 et seq., relating to domestic steel preference,
- b. West Virginia Code §21-1C-1 et seq., relating to local hiring preference,
- c. West Virginia Code §21-1D-1 et seq., relating to drug free workplace requirements.

§3.4 Add the following Sections to 3.4:

§3.4.4 Where materials and equipment are to be provided by the Owner under the Contract Documents, the Contractor shall notify the Owner in writing as to when materials and equipment are required on the project site in sufficient time to avoid delay in the Work.

§3.4.5 The Contractor shall employ labor on the Project or in connection with the Work, capable of working harmoniously with all trade crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts and implement policies and practices to minimize the likelihood of any strike, work stoppage, or other labor disturbance. Except as specifically provided in this Agreement, Contractor shall not be entitled to any adjustment in the Contract sum or Contract time and shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes by the work force of or provided by Contractor or its Subcontractors.

§3.5 Add the following to Section 3.5:

§3.5.3 The Contractor agrees to assign to the Owner at time of Final Completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

§3.8.3 Make the following change to Section 3.8.3:

§3.8.3 Delete "with reasonable promptness" and insert "in sufficient time to avoid delay in the Work."

Add the following Section to Article 3.8:

§3.8.4 The Contractor shall promptly submit to the Owner an itemized account of any expenditure by the Contractor of the Contract allowance in sufficient detail to allow the Owner to properly account for such expenditure.

§3.9.1 Add the following sentence to the end of Section 3.9.1:

The Contractor may also employ a competent project manager.

§3.9.2 Make the following changes to Section 3.9.2:

In the first sentence, add “and project manager, if applicable” after “superintendent.” In the second sentence, add “or project manager, if applicable,” after “superintendent.”

§3.9.3 Make the following changes to Section 3.9.3:

In the first sentence, add “and project manager, if applicable,” after “superintendent.” In the second sentence, add “or project manager, if applicable,” after “superintendent.”

§3.9 Add the following Sections to 3.9:

§3.9.4 The Owner shall have the right, at any time, to direct a change in the Contractor’s representatives if their performance is deemed unsatisfactory.

§3.9.5 The General Trades Contractor’s on-site project superintendent is to provide full-time project supervision and is not to perform work with tools.

§3.10 Contractor’s Construction and Submittal Schedules – Delete Section 3.10.1 in its entirety and substitute the following:

§3.10.1 The Contractor shall create a Critical Path Method (CPM) Construction Schedule for the Work in accordance with the requirements of SBA’s Construction Schedule Requirements. The Schedule must be submitted to the Owner and the Architect ten (10) business days prior to submission of the first pay application. The schedule shall not exceed the time limits as defined in the contract documents. The Contractor shall submit an updated Construction Schedule with each payment application. The schedule shall be related to the entire project to the extent required by the contract documents and shall provide for expeditions and practicable execution of the work. The Contractor shall provide a Cash Flow Schedule Projection as described in SBA Policy & Procedures Handbook, Chapter 410.

§3.10.2 Delete this section in its entirety and substitute the following:

§ 3.10.2 The Contractor shall submit a submittal schedule for the Architect’s approval. The submittal schedule shall (1) be submitted simultaneously with the CPM Construction Schedule. (2) be coordinated with the CPM Construction Schedule, and (3) allow the Architect reasonable time to review submittals. If the Contractor fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals

Add the following Section to 3.10:

§3.10.4 At any time after the first thirty (30) days of the Contract Time, if it is found that the project progress is not sufficient to maintain the Critical Path and scheduled Completion Date, the Contractor shall create a recovery schedule based on the specifications described in the SBA Policy & Procedures Handbook, Chapter 410.

§3.11 Insert the following sentence at the end of Section 3.11:

The Contractor’s compliance with this Section 3.11 shall be a condition precedent to any obligation of the Owner to make Final Payment pursuant to this Agreement.

§3.15.2 Delete Section 3.15.2 in its entirety and substitute the following:

§3.15.2 If the Contractor fails to clean up the worksite as provided in the Contract Documents, the Owner may do so and may withhold such reasonable costs as necessary for the fulfillment of the Contractor’s obligation under this Section 3.15. If the reasonable costs of such cleaning exceed the Contract Sum then due the Contractor, the Contractor shall reimburse the Owner the difference within thirty (30) consecutive calendar days of the Owner’s written request.

§3.15 Add the following Section to 3.15:

§3.15.3 Any materials, tools, supplies, or other personal property left by the Contractor shall be deemed abandoned property and the Owner shall have no obligation to hold or store the property on behalf of Contractor and may dispose of the abandoned property as if it were property of the State of West Virginia. Provided however, that prior to treating property as abandoned and disposing of it, Owner must first provide Contractor with ten (10) days’ notice of its intent to do so. If any materials, tools, supplies, or other personal property belong to a Subcontractor, then Contractor is obligated to communicate this notice to its subcontractor immediately.

§3.15.4 In order to achieve Substantial Completion, as defined by Section 9.8, for any portion of the Work, the Contractor must have the area where the Work is located fully cleaned and all materials and/or debris removed from site. The Certificate of Substantial Completion will not be issued until the Contractor has met this obligation.

Article 4 – Architect

§4.2.1 Make the following changes to Section 4.2:

§4.2.1 In the first sentence of Section 4.2.1 after the word Architect add “, unless otherwise indicated by the Owner,”.

§4.2.2 Delete the first sentence of Section 4.2.2 and substitute the following:

§4.2.2 The Project Architect/Engineer responsible for the design of the facility shall attend a minimum of one (1) construction progress meeting each month, to become familiar with the progress and quality of the portion of the Work completed, to aid and assist with questions or issues that have arisen during construction, and to determine, in general, if the Work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. This person must have authority to render decisions on the project in order to avoid unnecessary delays.

§4.2.3 In the first sentence of Section 4.2.3 strike the word “reasonably.”

§4.2.4 Delete Section 4.2.4 in its entirety and substitute the following:

§4.2.4 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate Contractors shall be through the Owner and the Architect.

§4.2.5 Add the following sentence at the end of Section 4.2.5:

The Architect upon receipt of an Application for Payment from the Contractor shall either review and certify such amounts due for payment or return such Application for Payment to the Contractor for correction(s) within five (5) consecutive business days of receipt.

Article 5 – Subcontractors

§5.2.1 Make the following changes to Section 5.2.1:

Delete the first sentence in its entirety and substitute the following:

Using the standard SBA Form 403-B – Complete List of Subcontractors and Major Equipment / Materials Suppliers (due 24 hours following the close of bids), the Contractor shall notify the Owner, Architect, and SBA of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design.

Add the following to the end of Section 5.2.1.

This provision in no way limits the Contractor’s legal obligations to report subcontractors and labor/material suppliers under W.Va. Code § 5-22-1(f) and obtain approval under W.Va. Code § 5-22-1(g) prior to any subcontractor substitution. Should the Contractor desire to substitute a Subcontractor that is listed on the SBA Form 403-B or add a Subcontractor that is not listed on the SBA Form 403-B, detailed justification must be provided and prior approval in writing must be obtained by the Owner, Architect, and the SBA.

§5.4 Contingent Assignment of Subcontracts: This section is removed in its entirety and replaced with the following:

§5.4 Emergency Contracts with Subcontractors:

In the event that the general contractor fails to fulfill its contractual obligations and the performance bond has failed to provide an adequate remedy, Owner has the right to execute emergency contracts with subcontractors to ensure continuation of the work, provided that doing so is in compliance with the laws, rules, and procedures governing emergency contracting authority for Owner, and the emergency contract terms comply with all other applicable laws, rules, and procedures.

Article 6 – Construction by Owner or by Separate Contractors

Delete Sections 6.1.1 through 6.1.4 in their entirety and add the following Sections:

§6.1.1 Multiple Prime Contracts. The Contractor acknowledges that the Owner may contract with other Prime Contractors for other parts of the Project under conditions of the Contract identical or substantially similar to these. The term Contractor in the Contract documents shall, in each case, mean the Contractor who executes each separate Owner-Contractor Agreement. In preparing its Bid, the Contractor has carefully reviewed those documents made available to it by the Owner or Architect relating to the scheduling and nature of other contracts which may be awarded and has submitted a proposal which takes into account the need to coordinate its Work with that of other Prime Contractors. The Contractor further agrees that time is of the essence in completion of the Work and that the Work will be completed promptly and according to the Project Schedule. It is the express obligation and duty of the Contractor under this Contract to coordinate its Work with the Work of other Prime Contractors to achieve such completion.

§6.1.2 Contractor’s Duty to Coordinate. The Contractor shall not impede, hinder, or delay any other Prime Contractor in the performance of its Work. It is the Contractor’s duty to communicate with any other Prime Contractor who will be performing work which may connect, compliment, interfere with or otherwise be dependent upon the Contractor’s Work and to resolve any disputes or scheduling or coordination issues with such other Prime Contractor. All Prime Contractors are responsible, jointly and severally, for coordinating their various sections of work as to scheduling, installation procedures, Shop Drawings, and installation of related materials. Provided that the Contractor does not thereby assume responsibility for acts or omissions of the other contractors, the Contractor shall review the actual progress

of other Prime Contractors work on a monthly basis and advise the Owner as to whether the Request for Payment submitted by any other Prime Contractor is in accordance with the actual progress of the corresponding work.

§6.1.3 Owner's Coordination Duties. Neither the Owner nor the Architect has any obligation expressed or implied to coordinate or schedule the Work of Contractor with that of other Prime Contractors.

§6.1.4 Third Party-Beneficiary. Each other Prime Contractor has a right to performance of Contractor's obligations under this Article 6. Contractor agrees that such other Prime Contractors are third-party beneficiaries of its obligations under this Article 6 and that Contractor will be a third-party beneficiary of all other Prime Contractors' obligations under the same provisions appearing in their respective Contract Documents.

§6.1.5 Contractors' Liability to Each Other. In the event that any other Prime Contractor performing work should hinder, delay, or damage the Contractor's Work or should otherwise cause loss (including acceleration costs) or injury to the Contractor, Contractor agrees that it shall look solely to such other Prime Contractor for relief thereof. Neither the Owner nor the Architect shall be responsible for any such hindrance, delay, damage, loss, or injury, and the Contractor will, in no event, attempt to hold the Owner or Architect liable for the costs thereof. The Contractor shall not make: (a) any claim for adjustment of Contract Sum or Contract Time, equitable or otherwise, against the Owner based on any of the foregoing; (b) a claim of any type against the Architect arising from such hindrance, delay, damage, loss or injury. Similarly, the Contractor agrees that it will be legally responsible to any other Prime Contractor performing work related to the Project and will indemnify the Owner and Architect against any claim, suit loss, injury, damage, or delay including, but not limited to, acceleration costs incurred as a result of delay, caused, in whole or part, by the Contractor. The Contractor and its Performance Bond surety shall indemnify and hold harmless the Owner, and the Architect from and against any claim brought against any of them by another Prime Contractor including costs, expenses, and attorneys' fees incurred by any of them as a result of the Contractors alleged acts or omissions.

§6.2.3 Delete Section 6.2.3 in its entirety.

Article 7 – Changes in the Work

§7.1.2 In Section 7.1.2. remove the word "alone" and insert "with approval by the Owner."

§7.2 Add the following Section to 7.2:

§7.2.2 A written Change Order as defined under 7.2.1 above constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to general conditions, all direct or indirect costs associated with such change and any and all adjustment to the Contract Sum and Contract Time. The parties also understand and agree that since Owner is a grant recipient of the SBA, all change orders require review by the SBA prior to approval by the Owner. Additionally, approval may be required by federal government officials if funding is provided by an agency of the United States federal government. Owner and Contractor must discuss the change order approval requirements prior to executing this agreement.

Add the following section to § 7.2

§7.2.3. Allowance for Overhead and Profit: Contractor's overhead and profit for a change order issued under this Article included in the total cost to the Owner shall not exceed the criteria of the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workers and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foreman, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For Contractor-owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment, and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed material quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead, and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate without properly identifying, itemizing, and proving actual, unmitigatable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.3.4 Make the following change in Section 7.3.4:

In the fourth line of the first sentence, delete the words "an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and substitute "an allowance for overhead and profit in accordance with clauses 7.3.11.1 through 7.3.11.9 below."

§7.3.7 Delete the word "recorded" and replace it with "processed".

§7.3.9 Delete Section 7.3.9 in its entirety and substitute the following:

§7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment provided these amounts have been added to the Contract by an approved Change Order.

§7.3.10 Add the following sentence to the end of Section 7.3.10:

The Parties will utilize their best efforts to issue a change order within 60 days of agreement being reached, but failure to do so will not give rise to grounds for contract cancellation, penalties, or any other cause of action.

Add the following Section to § 7.3:

§7.3.11 In Section 7.3.7, the allowance for overhead and profit for a change directive issued under this Article included in the total cost to the Owner shall not exceed the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workers and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foreman, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment, and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate without properly identifying, itemizing, and proving actual, unmitigatable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.4 Minor Changes in Work. Insert the following sentence at the end of section 7.4:

“Contractor may request that Architect provide written confirmation that Owner has agreed to the minor change, and if requested, Architect will provide it.”

Article 8 – Time

§8.3.1 In the first sentence, delete “unusual delay in deliveries,” and add “unmitigatable costs attributable to unavoidable casualties and” before the words “adverse weather conditions.”

Article 9 – Payments and Completion

§9.1.2 Add the following sentence to the end of section 9.1.2:

“Any equitable adjustment of unit prices must be processed as a change order to the contract.”

§9.2 Schedule of Values. Delete Section 9.2 in its entirety and replace with the following:

§9.2.1 The Contractor shall provide a complete, itemized breakdown of the Schedule of Values for the work of this contract, allocating the entire Contract Sum to the various portions of the Work. This schedule and the CPM Construction Schedule, unless objected by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. This Schedule of Values must be submitted by the Contractor with the CPM Construction Schedule, the Submittal Schedule, and the Cash Flow Projection Schedule ten (10) working days prior to the first Application for Payment by the Contractor and approved by Architect, Owner and SBA, prior to the first payment. Unless otherwise required, each line item must include its allocable share of the Contractor’s overhead and profit. The Prime Contractor is to follow the following guidelines in development of the “Schedule of Values”:

.1 The Schedule of Values shall be prepared in such detail and must be supported by such data to substantiate its accuracy as required by Architect, Owner and SBA.

.2 The Schedule of Values shall be broken down by Specification Section, then Phase, Section and/or Floor, then product, ~~then Material & Labor~~, as appropriate for the Project, and as required by Architect, Owner, and SBA

.3 The Schedule of Values shall utilize action words for description of an activity, i.e. install, place, rough-in, etc.

.4 The Schedule of Values shall provide a breakdown for labor, material, and equipment, as appropriate and as required Architect, Owner, and SBA.

.5 Any changes to the Schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect or Owner may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s subsequent Applications for Payment.

.6 The Schedule of Values shall be grouped by categories of work that includes each area rather than by areas in total.

§9.2.2 At the Owner’s discretion, and approved in advance in writing, the Contractor may invoice for off-site stored materials. The off-site stored materials must be verified by a representative of the Owner prior the approval for payment. All off-site stored material for which payment is being sought shall be scheduled for three (3) months prior to installation. Off-site stored materials shall be stored within the State of West Virginia, unless otherwise approved. Also, the Contractors must provide the Owner with a proof of cost (i.e., sales receipt) and certificate of insurance from an approved insurance carrier for the value of full replacement of materials stored off-site, also naming the Owner as additionally insured.

§9.3 Make the following changes to Section 9.3:

§9.3.1 In the first sentence add “and the Owner” after the first reference to the Architect and add “and other required documents” after the words “Schedule of Values.”

§9.3.1.3 Add the following at the end of Section 9.3.1.3:

A five percent (5%) retainage will be maintained throughout the construction period. The Owner will pay ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the work, and of materials, and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the most current submitted Application for Payment, less the aggregate of previous payments.

Add the following Sections to Article 9.3:

§9.3.4 The SBA reserves the right to review all Contractors' Applications for Payment and/or CPM Construction Schedules and may request additional documentation to substantiate the request. The SBA, in cooperation with the Owner and the Architect, may make adjustments as deemed appropriate or may require that the Application for Payment and/or CPM Construction Schedule be resubmitted. An approved Critical Path Method (CPM) construction schedule must be submitted ten (10) business days prior to the submission of the first pay application. The approved schedule shall be updated monthly and submitted with each pay application.

§9.4.1 Make the following changes to Section 9.4.1:

After the phrase "in the full amount of the Application for Payment," insert the phrase "less any retainage withheld pursuant to section 9.3.1.3,".

§9.6.7 Delete Section 9.6.7 in its entirety.

§9.6.8 Delete Section 9.6.8 in its entirety.

§9.7 Make the following changes in Section 9.7:

In line two, change "seven days" to "sixty days (60)." In line three, delete "binding dispute resolution" and substitute " litigation in the Circuit Court in the County in which the Project resides "

§9.8.1 Add the section to 9.8.1:

§9.8.1.1 At approximately eighty-five percent (85%) of construction or sixty (60) days prior to the projected date of Substantial Completion, the Contractor shall actively participate in a Project Closeout Coordination Meeting involving the Owner, Architect, Prime Contractor(s), and SBA Representative. This meeting may be held in coordination with the required bi-weekly construction progress meetings. The purpose of this meeting is to facilitate the coordination of all required closeout procedures as listed in SBA Form 500 – Project Closeout Procedures for the final completion of the Contract for Construction. It is recommended that deadlines be established for the submission of specific required documents by the responsible parties. Final payment will not be authorized by the SBA until all closeout conditions are met.

§9.8.1.2 The Contractor shall provide to the Owner at Project Close-out all required documentation that includes, but is not limited to, the following:

- a. Contractor's Affidavit of Payment of Debts and Claims (AIA G706)
- b. Contractor's Affidavit of Release of Liens (AIA G706A)
- c. Consent of Surety Company to Final Payment (AIA G707)
- d. Certificate of Insurance (Acord Form and AIA G715) Covering required/specified products and completed operation
- e. Certificate of Release from the Department of Tax and Revenue stating all appropriate taxes have been paid
- f. Verification from the Owner that all Owner-training required by the contract documents has been conducted (SBA Form 500-A)
- g. Fire Marshal's Certificate of Occupancy
- h. Training videos of quality to show all required steps in HVAC startup, operation, maintenance, etc.

§9.8.3 Add the following clause to Section 9.8.3:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect.

§9.8.5 Make the following changes to Section 9.8.5 Substantial Completion:

In the second sentence, change the phrase “make payment of retainage” to read “make partial payment of retainage.”

§9.10.2 Add the following Sections to the end of 9.10.2:

.1 A State tax release form will be filed with the West Virginia Department of Tax and Revenue by the Owner upon receipt of the final payment request from the Contractor. Final payment will only be processed after the Owner has received evidence from the Department of Tax and Revenue indicating appropriate state taxes has been paid on completed construction projects in West Virginia.

.2 Should the Architect determine during the final inspection that the remaining work is not completed in accordance with the terms and conditions of the contract documents, the Contractor shall be responsible for all costs associated with the Architect’s return visits. Costs shall include, but are not limited to, hourly wage, mileage reimbursement, accommodations, and miscellaneous reimbursables.

§9.10.3 Add the following clause to Section 9.10.3:

§9.10.3.1 Unless and to the extent final completion is delayed through no fault of the Contractor as provided in Section 9.10.3, the Owner shall be under no obligation to increase payments above ninety-five percent (95%) until final completion of the Work is Certified by the Architect.

Add the following Section to Article 9:

§9.11 Liquidated Damages

§9.11.1 It is acknowledged that the Contractor’s failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount indicated below for each day (Sundays and Holidays included) that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner’s right to terminate this agreement for default as provided elsewhere herein. This clause shall in no way be considered exclusive and shall not limit the Owner’s right to pursue any other available remedy.

Liquidated damages shall be assessed by and payable to the Owner as follows:

\$ _____ per day

§9.11.2 Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of

the Contractor. All delays and any claim for extension of Contract Time must be properly documented in accordance with Section 15.1.5 by the Contractor and must be made within the time limits stated in Section 15.1.2.

Article 10 – Protection of Persons and Property

§10.2.8 Make the following changes to Section 10.2.8:

In the first sentence, delete “within a reasonable time not exceeding 21 days” and substitute “immediately”.

§10.3.3 Delete Section 10.3.3 in its entirety.

Article 11 – Insurance and Bonds

§11.1.1 Add the following to the end of Section 11.1.1:

Workers Compensation Coverage shall be provided on the project by all Contractors. Contractors shall purchase and maintain workers’ compensation insurance from a licensed carrier authorized to provide such coverage in the State of West Virginia. Proof of continued Workers Compensation coverage throughout the duration of the project shall be provided on the certificate of coverage.

Add the following Section to Article 11.1:

§11.1.5 Insurance

§11.1.5.1 Prior to Contract award, The Contractor shall provide insurance and shall furnish proof of the insurance identified by a checkmark below. The Owner and the SBA shall be listed as additional insureds on each policy. Thirty (30) days prior to the expiration of the insurance policies, the Contractor shall provide the Owner with proof that the insurance mandated herein has been continued. The Contractor must also provide Owner with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The Contractor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Contractor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor’s are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third-Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract, including alternates.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

§11.1.2 Add the following to the end of §11.1.2.

At a minimum the Contract shall provide, at the Contractor's Expense:

§11.1.2.1. A Performance Bond and a Labor and Material Payment Bond for one hundred percent (100%) of the Contract Sum and, if applicable, a two-year roofing Maintenance Bond for the full value of the roofing system.

§11.1.2.2 An attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of power of attorney.

§11.1.2.3 The bonds shall be issued on State of West Virginia forms. The Contractor shall deliver the required bonds and all other contract documents to the Owner not later than 15 days following receipt of the Owner's notice of intent to award a Contract and prior to the execution of the Contract.

§11.2 Delete Section 11.2 in its entirety.

§11.4 Delete Section 11.4 in its entirety.

§11.5.1 Make the following changes in Section 11.5.1:

In the first sentence, substitute "Contractor" for "Owner" each time the latter word appears.

§11.5.2 Delete Section 11.5.2 in its entirety and substitute the following:

§11.5.2 Prior to settlement of insured loss, the Contractor shall notify the parties of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The parties shall have fourteen (14) days from the receipt of notice to object. If no objection is made, the Contractor shall proceed as proposed and allocate the settlement accordingly. If such objection is made, the dispute shall be resolved as provided in Section 15.4. The Contractor, in that case, shall make settlement with insurers in accordance with directions of the Court. If distribution of the insurance proceeds as directed by the Court is required, the Court will direct such distribution. Any work to repair the damage will be incorporated into the contract as a change order.

Article 12 – Uncovering and Correction of Work

No Supplemental Conditions to Article 12

Article 13 – Miscellaneous Provisions

§13.1 Delete Article 13.1 in its entirety and substitute the following:

§13.1 The Contract shall be governed by the law of the State of West Virginia. The project shall be built in compliance with all applicable Codes and Governmental Requirements.

§13.1.1 All work must have the approval of all applicable West Virginia governmental authorities and agencies having jurisdiction over the project including, but not limited to, the following:

- a. West Virginia State Fire Marshal
- b. West Virginia Department of Health
- c. West Virginia Department of Natural Resources
- d. West Virginia Department of Highways
- e. West Virginia Department of Education
- f. West Virginia Division of Labor
- g. School Building Authority of West Virginia
- h. West Virginia Division of Environmental Protection

§13.2.2 Section 13.2.2 is deleted in its entirety.

§13.4.1 Remove the phrase “so require” and insert in its place “prohibit delegation of the test to Contractor”

§13.5 Delete Section 13.5 in its entirety and substitute the following:

§13.6 Notwithstanding any other provision in the Contract Documents, West Virginia Code does not authorize the payment of interest on late payments. Accordingly, interest charges for late payment are prohibited.

Add the following Sections to Article 13:

§13.6 Contractor’s License

§13.6.1 West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia shall be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue a contractor's license.

§13.7 Certified Payroll Requirements

§13.7.1 The SBA requires that a weekly certified payroll be submitted with each contractor’s pay-application using the West Virginia Division of Labor’s Jobs Act Weekly Payroll Form or other SBA-approved document. Certified payroll forms must be completed fully to include names, addresses, and Social Security Numbers of all workers, including those of any subcontractors, in order to assure compliance with the West Virginia Jobs Act as described in West Virginia Code §21-1C and/or State Minimum Wage Law as described in West Virginia Code §21-5C. Each Contractor shall submit all completed Certified Payroll forms for each employee weekly to the West Virginia Division of Labor. Upon request, the Owner shall be required to submit the certified payroll report to the SBA for review. Each contractor shall be responsible to obtain correct and fair minimum rate of wages as established by the West Virginia Division of Labor.

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

§13.8 Workforce Eligibility – All Contractors and their Subcontractors shall verify the criminal records and workforce eligibility of all employees, subcontractors’ employees, and vendors’ employees that will be present on the construction site or other board property. Pursuant to W.Va. Code §21-1B, it is unlawful for any employer to knowingly employ or hire an unauthorized worker who is not duly authorized to be

employed by law. In addition, persons who must register as a sex offender pursuant to W.Va. Code §15-12-2 shall not be present at any time on the school construction site. If there are questions regarding the eligibility of a particular worker, please verify the eligibility with the Owner.

§13.8.1 Contractors shall maintain records verifying the legal status of workers and shall, upon request by the Commissioner of Labor, surrender all employee records, including all records relating to the payment of State and Federal taxes, for verification of their legal status. If upon examination of records, the Commissioner determines that a contractor is in violation of the provisions of this code, the Commissioner may enter an order that imposes disciplinary action as provided for in West Virginia Code §21-1B.

§13.9 Performance of the Contract

§13.9.1 The Contractor shall adhere to all conditions of the Contract Documents including, but not limited to, Quality Control, CPM Scheduling, Project Documentation, Construction Performance and Project Completion, and Closeout.

§13.9.2 Non-compliance with any provisions of the Contract Documents will result in a Notice of Non-Compliance or Non-Conformance issued by the Architect.

§13.9.3 The Contractor shall make available to the SBA all digital copies of all communications between the Contractor and the Architect as well as all communications between the Contractor and representatives of the Owner.

§13.9.4 After project Closeout, the Contractor shall be evaluated on the basis of compliance and conformance to the Contract Documents. Such evaluation will rely on documentation compiled during the duration of the Project.

§13.10 The responsible Contractor shall coordinate with the Owner and Architect to schedule and notify the SBA and the WV Department of Education Office of Facilities & Transportation (WVDE OSF&T) two (2) weeks in advance of:

- .1 The Testing, Adjusting & Balancing of the HVAC system.
- .2 The training of the maintenance and custodial personnel on new building components.
- .3 The scheduled punch list walk-thru of the new or renovated school.

§13.11 Before the HVAC Contractor's work is accepted by the Owner, the Contractor shall provide complete training to the Owner regarding the operation and maintenance of the mechanical equipment and building controls. Training shall be completed prior to final completion. There shall also be a one (1) day follow-up training in six (6) months or during the succeeding heating/cooling season after the facility has been occupied to ensure training on both heating and cooling operations of the system. Where specified, the installation contractor shall provide two (2) year maintenance and operations for HVAC equipment and other components as described in the bidding documents.

Article 14 – Termination or Suspension of the Contract

§14.1.1 Make the following changes in Section 14.1.1:

At the end of clause 14.1.1.3 delete "; or" and insert a period.

Delete clause 14.1.1.4 in its entirety.

§14.1.3 Delete Section 14.1.3 in its entirety and substitute the following:

§14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days written notice to the Owner and Architect, terminate the Contract. In such event, the Contractor shall be paid for all Work performed in accordance with the Contract Documents, for reasonable and proven termination expenses and a reasonable allowance for overhead and profit. However, such payment, exclusive of termination expenses, shall not exceed the Contract Sum as reduced by other payments made to the Contractor and further reduced by the value of Work as yet not completed. The Contractor shall be entitled to reasonable overhead, but not profit, on Work not performed.

§14.2.4 Delete Section 14.2.4 in its entirety and substitute the following:

§14.2.4 If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall not be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§14.4.1 Delete Section 14.4.1 in its entirety and substitute the following:

§14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

§14.4.3 Delete Section 14.4.3 in its entirety and substitute the following:

§14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Section 14.1.3 above.

Article 15 – Claims and Disputes

§15.1.2 Delete Section 15.1.2 in its entirety and substitute the following:

§15.1.2 Any applicable statute of limitations shall be in accordance with West Virginia Code.

§15.1.3 Add the following clause to Section 15.1.3:

§15.1.3.3 All claims, and notices of claims that require an increase in contract time, contract scope, or contract sum must be made in writing and delivered to the Owner via the Architect.

§15.1.3 Add the following clauses to Section 15.1.3.2:

.1 Contractor shall supply climatological data from either an onsite weather station or from a National Oceanic and Atmospheric Administration (NOAA) or other approved nearby weather reporting station, to substantiate any claim for lost days due to weather. All documentation necessary to substantiate the claim shall be submitted to the Architect prior to the 15th day of the month following the proposed claim for review and consideration. Failure to submit these claims on a monthly basis shall result in forfeiture of the claim.

.2 Weather delays shall be substantiation for a cost increase claim for site supervision labor and general site operations costs including direct rental costs (i.e., construction trailer, toilet facilities, fencing, dumpsters). Overhead and profit shall not be applied to the rental costs.

.3 Claims for days lost due to weather delays, on days which have historically been non-work days on the project (i.e., weekends, holidays, and Fridays when four-day work weeks are implemented), shall not be granted, unless work has occurred on these days for two (2) consecutive work weeks immediately prior to the days being claimed.

Add the following Section to Article 15.1:

§ 15.1.8 Counterclaims – In the event that Contractor makes a claim, Owner reserves the right to make a counterclaim and will not be barred from doing so even if final payment has been made.

§15.2.1 Delete the last sentence of 15.2.1 and substitute the following:

The initial decision shall be final and binding on the parties. If the parties fail to resolve their dispute, the parties shall proceed to litigation in the Circuit Court in the County in which the Project resides.

§15.2.5 Delete the last sentence in Section 15.2.5 and substitute the following:

Approval or rejection of a claim by the Initial Decision Maker shall be final and binding on the parties unless it is pursued further by either party in accordance with Section 15.2.6.

§15.2.6 Make the following change to clause 15.2.6.1:

In the last sentence, delete “or pursue binding dispute resolution proceedings.”

§15.2.8 Delete Section 15.2.8 in its entirety.

§15.3.1 Make the following changes to Section 15.3.1:

Delete the phrase “shall be subject to mediation as a condition precedent to binding dispute resolution” and substitute may be subject to nonbinding mediation, if agreed to by all parties, prior to litigation.”

~~§15.3.2~~ Delete Sections 15.3.2, 15.3.3, and 15.3.4 in their entirety

Delete Section 15.4 in its entirety and substitute the following:

§15.4 Settlement of Claims

§15.4.1 Claims by the Owner may be brought against the Contractor in the Circuit Court in the County in which the Project is located.

§15.4.2 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 15.1.6, 9.10.4, and 9.10.5, shall, within 30 days after submission of the decision by the Initial Decision Maker, be settled for the Contractor by the Circuit Court in the County in which the project is located. Prior to litigation, the parties may choose to endeavor to resolve disputes through non-binding mediation.

§15.4.3 Notice of such action shall be filed in writing with the other party to the Contract, and a copy of such notice shall be filed with the Initial Decision Maker and the Architect, if applicable.

§15.4.4 During Court proceedings, the Owner and the Contractor shall comply with Section 15.1.3.

§15.4.5 Claims shall be made within the time limits specified in Section 15.2.6.1.

§15.4.6 The party filing a Claim must assert in the demand all Claims then known to that party on which action is permitted.

Add the following Article:

Article 16 – Equal Opportunity

§16.1 COMPLIANCE WITH REGULATIONS UNDER TITLE VI OF THE FEDERAL CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 65-2 BY THE GOVERNOR OF WEST VIRGINIA DATED DECEMBER 15, 1965

§16.1.1 The Contractor agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P.L. 88352) and the regulations of the State of West Virginia, to the end that no person in the State, or in the United States, shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives any recompense or other consideration of value, either directly or indirectly from the State; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

§16.1.2 If any real property or structure thereon is provided or improved, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Contractor for the period during which it supplies such goods or services.

§16.1.3 The Contractor recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This provision is binding on the Contractor, its successors, transferee, and assignee, or any authorized person on behalf of the Contractor.

END OF SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A201-2017

Any provisions of the Contract Documents that conflict with these Supplementary Conditions shall be null and void unless they have been approved in writing by the School Building Authority and are clearly identified as such in the bid documents.

The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Contractor have entered into this Agreement as of the effective date as stated in the A101-2017 (when utilized) or other Contract Documents.

Owner:

Contractor:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

This Supplementary Conditions to AIA Document A201-2017, General Conditions of the Contract for Construction, has been approved as to form on this ~~fourteenth~~ _____ day of ~~September~~ _____, ~~2020~~ 2021, by the School Building Authority of West Virginia. Any modification of this document is void unless expressly approved in writing by the School Building Authority of West Virginia.

School Building Authority of West Virginia
ADDENDA ACKNOWLEDGEMENT & BID CERTIFICATION
SBA FORM 402

(Complete this form and enclose in Bid Envelope #1)

ADDENDA ACKNOWLEDGEMENT:

By submitting this Proposal, the Proposer represents that the Proposer has examined copies of all the Contract Documents and hereby acknowledges they have verified that the Proposer is in receipt of the Addenda listed below and that the proposed price reflects the inclusion of these Addenda.

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

The Proposer further acknowledges that should it be determined at the time of the bid opening that the Proposer has failed to acknowledge receipt of ALL issued addenda; the Proposer's Bid submission shall be rejected. The Proposer understands that any verbal representation made or assumed to be made during any oral discussion held between Proposer's representatives and any County or State personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

BID CERTIFICATION:

By signing below, I certify that I have reviewed this Bid Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the County Board of Education that cannot be unilaterally withdrawn; that the products and services proposed meet the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Contractor accepts the terms and conditions contained in the Bid Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the Contractor to execute and submit this bid, offer, or proposal, or any documents related thereto on Contractor's behalf; that I am authorized to bind the Contractor in a contractual relationship; and the Contractor has properly registered with any State agency that may require registration.

I further certify that my company is in compliance with the W.Va. Contractor Licensing Act and possesses a valid West Virginia Contractor License.

Project Name: _____ Date: _____

Name of Contractor's Company: _____

Signature of Responsible Contractor: _____

Notary's Signature: _____

Notary Seal

School Building Authority of West Virginia
LIST OF PROPOSED MAJOR SUBCONTRACTORS
SBA FORM 403-A

(Complete this form and enclose in Bid Envelope #1)

The intent of this form is to establish the Proposer's list of major Subcontractors to be performing work on the project site. Additionally, the list shall be used to ensure that all proposed Contractors listed are currently in compliance with the SBA and that those listed are performing work on the project site as indicated on this form. Failure to fully complete this form may result in bid disqualification.

INSTRUCTIONS FOR THE ARCHITECT:

The project Architect, as a part of the Bid Package, shall list all major Categories of Work for which he or she believes the Project's Scope of Work might require a Subcontractor whose subcontract exceeds approximately 15% of the cost of the total bid package. The Architect shall choose no more than six (6) major subcontractors that a Prime Contractor may use for this bid package.

INSTRUCTIONS FOR THE PROPOSER:

The Proposer shall acknowledge and certify the information provided is true in the signature area on the second page of this document. By submitting this form, the Proposer certifies that the Company is in compliance with the W.Va. Contractor Licensing Act and possesses a valid West Virginia Contractor License.

The Proposer shall clearly and legibly list each proposed major Sub-Contractor for each corresponding category of work regardless of whether the actual price exceeds or does not exceed the 15% threshold of the total bid package.

If the branch of work is to be completed by the Proposer as a General (or Prime) Contractor submitting the bid, indicate "Self-Perform" on each category where this occurs. If no subcontractors will be used to complete the project, indicate in each Category of Work that all work will be self-performed. DO NOT list multiple contractors for the same category of work.

The Proposing Contractor is responsible for selecting subcontractor(s) for this project. However, the Owner, Architect/Engineer and/or School Building Authority may disallow a proposed Subcontractor if the Subcontractor is currently suspended by the SBA.

It is the responsibility of any Proposing Contractor soliciting bids or quotes from Subcontractors to verify the eligibility of all proposed Subcontractors to perform the work and to verify in writing the scope of work. The Proposing Contractor has full responsibility for satisfactory execution of all work in accordance with the Contract Documents. Pursuant to the W.Va. Contractor Licensing Act, Prime Contractors are required to only accept quotations from and subcontract with Subcontractors that are licensed to perform work in West Virginia.

Any proposed change of Subcontractors must have prior written approval from the SBA and shall be at no additional cost to the Owner as the Contractor has full responsibility for execution of the work. Contractors that are on Probationary Status with the SBA are prohibited from bidding any SBA project.

I, _____ representing _____
(Signature of Responsible Company) **(Company Name)**

on this date _____ submit the following list of subcontractors for your review and comment.
(Date)

This is the final and complete list of companies who will be performing work for Bid Package

_____ on _____
(Bid Package No.) **(Project Name)**

I agree that once the subcontractors listed are submitted to the SBA, no other subcontractors or substitute for any subcontractors listed below, will be used in the performance of the contract without written approval of the Owner and SBA. I further agree that if non-approved subcontractors are used, my company shall be placed on probation, unless in its reasonable discretion, the SBA determines otherwise. I understand that, as a result of being placed on probation by the SBA, my company shall be prohibited from bidding SBA projects for a minimum of one year.

Category of Work	Complete Name of Subcontractor
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

SBA 403-A

School Building Authority of West Virginia
**COMPLETE LIST OF SUBCONTRACTORS AND
EQUIPMENT/MATERIALS SUPPLIERS**
SBA FORM 403-B

**(This form must be completed and submitted to the Owner, Architect and SBA
within 24 hours after the close of bids.)**

Submit to:	Name	Email Address
Owner:	_____	_____
Architect:	_____	_____
SBA:	_____	_____

The intent of this form is to meet the requirement in West Virginia Code §5-22-1(g) by establishing a complete list of the Proposer's Subcontractors and Equipment / Materials Suppliers who will be performing work or providing equipment and/or materials for the project. Additionally, the list shall be used to ensure that all Subcontractors and Equipment / Materials Suppliers listed are currently in compliance with the SBA and the State of West Virginia. Failure to complete this form as intended or failure to submit this form within the required time frame shall result in the rejection of the Proposer's bid.

INSTRUCTIONS FOR THE PROPOSER:

The Proposer shall complete and submit this form to the Owner, Architect, and SBA within 24 hours after the close of bids.

The Proposer shall acknowledge and certify the information provided is true in the signature area on the second page of this document. The Proposer shall list the Prime Contractor's complete name and the valid West Virginia Contractor's license number as required by the West Virginia Contractor Licensing Act as described in W.Va. Code §21-11.

For each category of work that requires a Subcontractor or Equipment / Materials Supplier that exceeds a value of \$25,000, the Proposer shall clearly and legibly list each Category of Work and the corresponding Subcontractor and Equipment/Materials Supplier's name and valid W.Va. Contractor license number. If no Subcontractors are proposed to be used, indicate on the form by writing "No Subcontractors Proposed." DO NOT list multiple Subcontractors or Equipment/Materials Suppliers for the same category of work. DO NOT list a different Subcontractor than the Subcontractor listed on SBA Form 403-A that was provided at the time of bid.

The Proposing Contractor is responsible for selecting Equipment/Materials Suppliers for this project. However, the Owner, Architect/Engineer and/or School Building Authority may disallow a proposed Subcontractor or Equipment/Materials Suppliers if the Subcontractor or Equipment/Materials Suppliers is currently suspended by the SBA.

It is the responsibility of any Proposing Contractor soliciting bids or quotes from Subcontractors or Equipment/Materials Suppliers to verify the eligibility of all proposed Subcontractors or Equipment/Materials Suppliers to provide equipment and/or materials on the project site and to verify in writing the scope of their agreement. The Proposing Contractor has full responsibility for satisfactory execution of all work in accordance with the Contract Documents. Pursuant to the W.Va. Contractor Licensing Act, Prime Contractors are required to only accept quotations from and subcontract with Subcontractors that are licensed to perform work in West Virginia.

Any proposed change of Subcontractors or Equipment/Materials Suppliers at any time must be justified by the Contractor, have prior written approval from the SBA, and shall be at no additional cost to the Owner as the Contractor has full responsibility for execution of the work.

I, _____ representing _____
(Signature of Responsible Company) **(Company Name)**

on this date _____ submit the following list of Subcontractors and Equipment / Materials
(Date)

Suppliers for your review. This is the final and complete list of companies who will be supplying

materials for Bid Package _____ on _____.
(Bid Package No.) **(Project Name)**

I agree that once the Subcontractors and Equipment / Materials Suppliers listed are submitted to the SBA, no substitute for any material suppliers listed below will be used in the performance of the contract without written approval of the Owner and SBA. I further agree that if non-approved Subcontractors or Equipment / Materials Suppliers are used, my company shall be placed on probation, unless in its reasonable discretion, the SBA determines otherwise. I understand that, as a result of being placed on probation by the SBA, my company shall be prohibited from bidding SBA projects for a minimum of one year.

**Complete Name
of Prime Contractor**

**Prime Contractor
License Number**

**Category of
Work/Material**

**Complete Name
Subcontractor/Supplier**

**Subcontractor's Valid
WV Contractor License No.**

- | | | |
|-----------|-------|-------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |
| 6. _____ | _____ | _____ |
| 7. _____ | _____ | _____ |
| 8. _____ | _____ | _____ |
| 9. _____ | _____ | _____ |
| 10. _____ | _____ | _____ |

Category of Work/Material	Complete Name Subcontractor/Supplier	Subcontractor's Valid WV Contractor License No.
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____
18. _____	_____	_____
19. _____	_____	_____
20. _____	_____	_____
21. _____	_____	_____
22. _____	_____	_____
23. _____	_____	_____
24. _____	_____	_____
25. _____	_____	_____
26. _____	_____	_____
27. _____	_____	_____
28. _____	_____	_____
29. _____	_____	_____
30. _____	_____	_____
31. _____	_____	_____
32. _____	_____	_____
33. _____	_____	_____

(Use additional pages, if necessary)
SBA 403-B

School Building Authority of West Virginia
CERTIFICATION OF RECEIPT OF WORKER COMPLIANCE
SBA FORM 404-A

(Owners shall submit this form to the SBA prior to Construction Contract Award)

COUNTY: _____ DATE: _____

PROJECT/SCHOOL NAME: _____

The undersigned, for and on behalf of the above referenced county/grant recipient, or Board of Education, does hereby certify that it has in its possession and filed certification from the Prime Contractor in the above project on SBA Form 404-B with regard to the requirements of West Virginia Code §21-1B-4 regarding the verification of the legal employment status of all workers that will be employed for this project.

The county/grant recipient further certifies that it has received and has filed Prime Contractor certifications that none of the employees on this project have been required to register as a sex offender under these provisions.

Further, that each employee of the Prime Contractor, Subcontractor that may have access to students or the school grounds has been required to produce one valid picture I.D. to substantiate their name and current address.

(Superintendent Signature)

For the Board of Education of the
County of _____,
West Virginia

SBA 404-A

School Building Authority of West Virginia
PRIME CONTRACTOR'S CERTIFICATION OF WORKER COMPLIANCE
SBA FORM 404-B

(Prime Contractors shall submit this form to the Owner prior to Contract Award)

COUNTY: _____ DATE: _____

PROJECT/SCHOOL NAME: _____

The undersigned, Prime Contractor for the above referenced project, does hereby certify that it has fully complied with the requirements of West Virginia Code §21- 1B with regard to verifying the legal status and authorization to work of all its employees that will be present on the construction site. Additionally, the undersigned for the above referenced project, does hereby certify that it has verified the criminal records of all its employees who will work on this project and that none of such employees have been required to register as a sex offender under West Virginia Code §15-12-2.

The undersigned has required each employee to produce one valid picture I.D. to substantiate their name and address. The undersigned further certifies that it will require each of its sub-contractors to execute a certificate (SBA Form 404-C) containing all of the above matters prior to such sub-contractor beginning work on the above referenced project and that it will retain each of these certificates on file and make them available for inspection by the proper authority.

PRIME CONTRACTOR SIGNATURE

REPRESENTING _____

COMPANY NAME

STATE OF WEST VIRGINIA,

COUNTY OF _____ TO-WIT:

I, the undersigned Notary Public, within and for the County and State as aforesaid, do hereby certify that _____ for the above listed project, has
(CONTRACTOR NAME)
this day personally acknowledged the same before me in my said County and State.

Taken, subscribed and sworn to before me on this the _____ day of _____.

My commission expires: _____.

NOTARY PUBLIC

SBA 404-B

School Building Authority of West Virginia
SUB-CONTRACTOR'S CERTIFICATION OF WORKER COMPLIANCE
SBA FORM 404-C

(Subcontractors shall submit this form to the Prime Contractor prior to Contract Award)

COUNTY: _____ DATE: _____

PROJECT/SCHOOL NAME: _____

The undersigned, Sub-Contractor for the above referenced project, does hereby certify to the Prime Contractor that it has fully complied with the requirements of West Virginia Code §21-1B with regard to verifying the legal status and authorization to work of all its employees that will be present on this construction site. Additionally, the undersigned, for the above referenced project, does hereby certify that it has verified the criminal records of all its employees who will work on this project and that none of such employees have been required to register as a sex offender under West Virginia Code §15-12-2.

The undersigned has required each employee to produce at least one valid picture I.D. to substantiate their name and address.

SUBCONTRACTOR SIGNATURE

REPRESENTING _____
COMPANY NAME

STATE OF WEST VIRGINIA,

COUNTY OF _____ TO-WIT:

I, the undersigned Notary Public, within and for the County and State as aforesaid, do hereby certify that _____, Sub-Contractor in the above listed
Subcontractor Name
project, has this day personally acknowledged the same before me in my said County and State.

Taken, subscribed and sworn to before me on this the _____
Day of _____.

My commission expires: _____.

NOTARY PUBLIC

SBA 404-C

School Building Authority of West Virginia
CONTRACTOR QUALIFICATION STATEMENT
SBA FORM 405

**(This form must be completed and submitted to the Owner, Architect and SBA
within seventy-two (72) hours after bids are received.)**

Submit to:	Name	Email Address
Owner:	_____	_____
Architect:	_____	_____
SBA:	_____	_____

Submitted By: Firm Name: _____
Address: _____

Phone: _____
Email: _____
Principal Office Location (City, State): _____
Valid WV Contractor License Number: _____

Qualification Statement Submitted For (Insert Project Name):

Type of Work to be Performed on this Project:

Site Preparation	_____	General Construction	_____
Roofing	_____	Plumbing	_____
HVAC	_____	Sprinkler	_____
Electrical	_____	Other (Specify: _____)	_____

ORGANIZATION:

Type of Entity:

Corporation	_____	Individual	_____
Partnership	_____	Other	_____

Name of Principal, Owners or Partners:

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

Number of years this organization has been in business? _____
Have members of this organization operated under former names/businesses? Yes: ___ No: ___

NOTE: If "yes," list name, type of entity and names of principal, owners or partners.

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

Key Personnel:

Please provide information regarding the experience and skill of the bidder's key personnel (Project Manager, Superintendent, Foreman, etc.) for the project. Attach additional information, if required.

Name	Position – Experience
------	-----------------------

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

RELEVANT PROJECT EXPERIENCE:

If you have completed school construction work or similar construction, or completed work on SBA projects, provide a list of projects with individual references that can verify the quality of your work, your ability to construct within budget, and your ability to work within the proposed schedule.

NOTE: Attach additional information, if necessary. Marked as Attachment ____.

Project	Location	Reference & Contact Info.
---------	----------	---------------------------

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Please list all major construction projects (schools or other projects) your organization has **in progress** providing the name of Project, Owner, Architect, contract amount, Bonding Company, Insurance Carrier, percentage complete and scheduled completion date.

Marked as Attachment ____.

Please list major projects (schools or other projects) your organization has **completed** in the past five years, giving the name of project, Owner, Architect, contract amount, Bonding Company, date of completion and percentage of the cost of the work performed with your own forces. Note whether or not each project was completed on schedule.

Marked as Attachment ____.

REGULATORY COMPLIANCE:

At any time during the past five years, has your firm, or any of its owners or officers been found in violation or in default in any of the following categories:

NOTE: If answered "Yes," attach detailed explanation. Marked as Attachment ____.

Worker's Compensation Laws	Yes _____	No _____
Unemployment Compensation Laws	Yes _____	No _____
Federal Prevailing Wage Laws	Yes _____	No _____
Occupational Safety & Health Administration (OSHA)	Yes _____	No _____
Fair Labor Standards Act	Yes _____	No _____
West Virginia Jobs Act (W.Va. Code §21-1C)	Yes _____	No _____
Immigration Reform and Control Act (IRCA)	Yes _____	No _____

CLAIMS AND SUITS:

NOTE: If answered "Yes," attach detailed explanation. Marked as Attachment ____.

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

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? Yes _____ No _____

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

Is there any potential claim, demand, litigation, arbitration, investigation, governmental proceeding or regulatory proceeding involving your firm, or its principals, predecessors or affiliates? Yes _____ No _____

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

At any time during the past five (5) years has your firm, or any of its owners or officers, been debarred or otherwise deemed ineligible to bid on or be awarded a public works contract or perform work as a subcontractor on a public works contract, under the laws of the federal government, state, county or municipal authority? Yes _____ No _____

NOTE: If answered "Yes," attach detailed explanation. Marked as Attachment ____.

At any time during the last five (5) years has your firm, or any of its owners or officers, been convicted of a crime relating to the awarding of a contract for a public works construction project, or the bidding or performance of a public works project? Yes ____ No ____

Is there any person owing ten (10) percent or more of this company, or officer of the company, that is currently, or at the time of the bid, on the Worker's Compensation Employer Violator System? Yes ____ No ____

If yes, provide name of individual. _____

BANKRUPTCY:

Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under the federal bankruptcy laws or any other proceeding under state or federal law in which a court or government agency has assumed jurisdiction over any of the assets or business of your firm, its principals, predecessors or affiliates? Yes ____ No ____
If so, please identify the proceedings, the court or governmental body and the date such jurisdiction was assumed in an attachment.

REFERENCES:

Please list below trade references:

Please list below bank references:

Please list below completed project owner references:

AFFIRMATION, SIGNATURE, AND NOTARY:

By signing this form, the bidder's authorized signer affirms and acknowledges under penalty of law for false swearing (W.Va. Code §61-5-3) that the undersigned certified under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

WITNESS THE FOLLOWING SIGNATURE:

Name of Organization: _____

Name: _____ Title: _____

Authorized Signature: _____ Date: _____

State of: _____

County of: _____, to-wit;

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires: _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC: _____

SBA 405

School Building Authority of West Virginia
NOTICE OF DEFECTIVE OR NON-CONFORMING WORK
SBA FORM 406-A

Project Name: _____ County: _____

Contractor: _____ Date: _____

To: Name: _____
Position: _____
Company: _____

You are hereby notified that the following work has been found to be defective or not in accordance with the Contract Documents:

See Attached EXHIBIT Date: _____

This Notice of Defective or Non-Conforming work is a demand of the Contract Administrator that the above identified rejected work shall be brought into conformity with the Contract Documents by no later than the time fixed herein below. Failure on the part of the Contractor to comply with this demand within the time allowed with constitute a breach of contract and will, in addition, constitute neglect and failure to perform pursuant to which neglect and failure, the Owner will, after ____ () days written notice to the Contractor, be entitled under the terms of the General Conditions to make good the above mentioned deficiencies with deduction of the cost thereof from any payment due to become due to the Contractor.

The General Conditions provides that the Contractor shall promptly correct all work rejected and that the Contractor shall bear all costs of correcting such rejected work. It is the opinion of the Contract Administrator that taking all circumstances into consideration, the Contractor must have completed the aforesaid no later than the close of the business day on _____. The designation of the space of time allowed is not an extension of time, does not alter the pace of the construction progress schedule, and does not extend the time for making good deficiencies on any earlier notices of defective or non-conforming work. It is the time within which the deficiencies must have been made good or the omissions supplied under pain of giving rise to a right of the Owner to have the work performed directly and promptly at the expense of the Contractor.

Sincerely,

Name: _____
Position: _____
Company: _____

CC: Owner Representative: _____
SBA Representative: _____
Clerk-of-the-Works: _____

School Building Authority of West Virginia
RESOLUTION OF DEFECTIVE OR NON-CONFORMING WORK
SBA FORM 406-B

Project Name: _____ County: _____

Contractor: _____ Date: _____

To: Name: _____
Position: _____
Company: _____

This is to inform you that the previously referenced Notice is hereby dissolved.

The letter of _____ notified you that work rejected by Notice of Defective or Non-Conforming Work Number _____ as described in Exhibit '___' dated _____ and enclosed herewith, has been corrected.

Pursuant to our inspection of the work made _____, we herewith dissolve the Notice of Defective of Non-Conforming Work dated _____.

Sincerely,

Name: _____
Position: _____
Company: _____

CC: Owner Representative: _____
SBA Representative: _____
Clerk-of-the-Works: _____

School Building Authority of West Virginia
NOTICE OF NON-COMPLIANCE WITH PROJECT REQUIREMENTS
SBA FORM 407-A

Project Name: _____ County: _____

Contractor: _____ Date: _____

To: Name: _____
Position: _____
Company: _____

You are hereby notified that you are not in compliance with requirements of the Contract Documents:

Description of item(s) found not in compliance with the Contract Documents:

This Notice of Non-Compliance is a demand of the Contract Administrator that the above identified non-compliant shall be brought into compliance with the Contract Documents by no later than the time fixed herein below. Failure on the part of the Contractor to comply with this demand within the time allowed with constitute a breach of contract and will, in addition, constitute neglect and failure to perform pursuant to which neglect and failure, the Owner will, after ____ () days written notice to the Contractor, be entitled under the terms of the General Conditions to make good the above mentioned deficiencies with deduction of the cost thereof from any payment due to become due to the Contractor.

The General Conditions provides that the Contractor shall promptly correct all items not in compliance with the Contract Documents and that the Contractor shall bear all costs of correcting such items. It is the opinion of the Contract Administrator that taking all circumstances into consideration, the Contractor must have completed the aforesaid no later than the close of the business day on _____. The designation of the space of time allowed is not an extension of time, does not alter the pace of the construction progress schedule, and does not extend the time for making good deficiencies on any earlier notices of defective or non-conforming work or notices of non-compliance. It is the time within which the deficiencies must have been made good or the omissions supplied under pain of giving rise to a right of the Owner to have the work performed directly and promptly at the expense of the Contractor.

Sincerely,

Name: _____
Position: _____
Company: _____

CC: Owner Representative: _____
SBA Representative: _____
Clerk-of-the-Works: _____

School Building Authority of West Virginia
**RESOLUTION OF NON-COMPLIANCE WITH PROJECT
REQUIREMENTS**
SBA FORM 407-B

Project Name: _____ County: _____

Contractor: _____ Date: _____

To: Name: _____
 Position: _____
 Company: _____

This is to inform you that the above referenced Notice is hereby dissolved.

The letter of _____ notified you non-compliance that work rejected by Notice of Defective or Non-Conforming Work Number _____ as described in Exhibit '___' dated ___/___/___ and enclosed herewith, has been corrected.

Pursuant to our inspection of the work made _____, we herewith dissolve the Notice of Defective of Non-Conforming Work dated _____.

Sincerely,

Name: _____
Position: _____
Company: _____

CC: Owner Representative: _____
 SBA Representative: _____
 Clerk-of-the-Works: _____

School Building Authority of West Virginia
NOTICE OF BREACH OF CONTRACT
SBA FORM 408

Project Name: _____ County: _____

Contractor: _____ Date: _____

To: Name: _____
Position: _____
Company: _____

This is to inform you that you are in breach of Section _____ of the Agreement between the Owner and the Contractor dated __/__/____.

Specifically, you have breached the following obligation under the contract as noted in Exhibit ‘__’ dated __/__/____.

Unless you remedy this breach within __ days, measures will be taken to protect the Owner’s rights under the Contract and applicable law. All rights are reserved under this notice.

Sincerely,

Name: _____
Position: _____
Company: _____

CC: Contractor’s Bonding Company: _____
Owner Representative: _____
SBA Representative: _____
Clerk-of-the-Works: _____

**School Building Authority of West Virginia
JOB SIGNS AND BUILDING PLAQUE
SBA FORM 409**

New School Construction Project Signage

14' - 0"

(Brief Project Description)

**(SCHOOL or)
(FACILITY NAME)**

(Superintendent's Name) State Superintendent of Schools (Local) County Board of Education (Superintendent's Name) Superintendent (Architect's Name) (City, State)	(\$X,XXX,000) Funding by (County Name): (\$X,XXX,000) Funding by: School Building Authority of West Virginia (Governor's Name) Governor (Speaker of the House Name) (Senate President's Name) Speaker of the House Senate President	West Virginia School Building Authority (Executive Director's Name) Executive Director (SBA Member), Vice President (SBA Member), Secretary (SBA Member) (SBA Member) (SBA Member) (SBA Member) (SBA Member) (SBA Member)
--	--	--

"Investing in West Virginia's Future"

- NOTE:**
1. THE PROJECT SIGN SHOULD BE VISIBLE AND LEGIBLE FROM HIGHWAYS.
 2. IF THE PROJECT SIGN IS LOCATED ON DEPARTMENT OF HIGHWAYS RIGHT OF WAY, COORDINATE PLACEMENT WITH THE REGIONAL OFFICE.
 3. THE PROJECT SIGN SHOULD BE PLACED IN A LOCATION SO AS TO NOT OBSCURE A SAFETY WARNING FOR MOTORISTS OR RESIDENTS.
 4. COORDINATE THE QUANTITY AND PLACEMENT OF CONTRACTORS FOR EACH PROJECT, WHETHER PROJECT OR MULTIPHASE.
 5. PLACING OF LOCAL COUNTY IS OPTIONAL IF ADDITIONAL LOCAL PLACING IS INCLUDED IN PROJECT.

Renovation / MIP / Three Percent Project Signage

8' - 0"

(Brief Project Description)

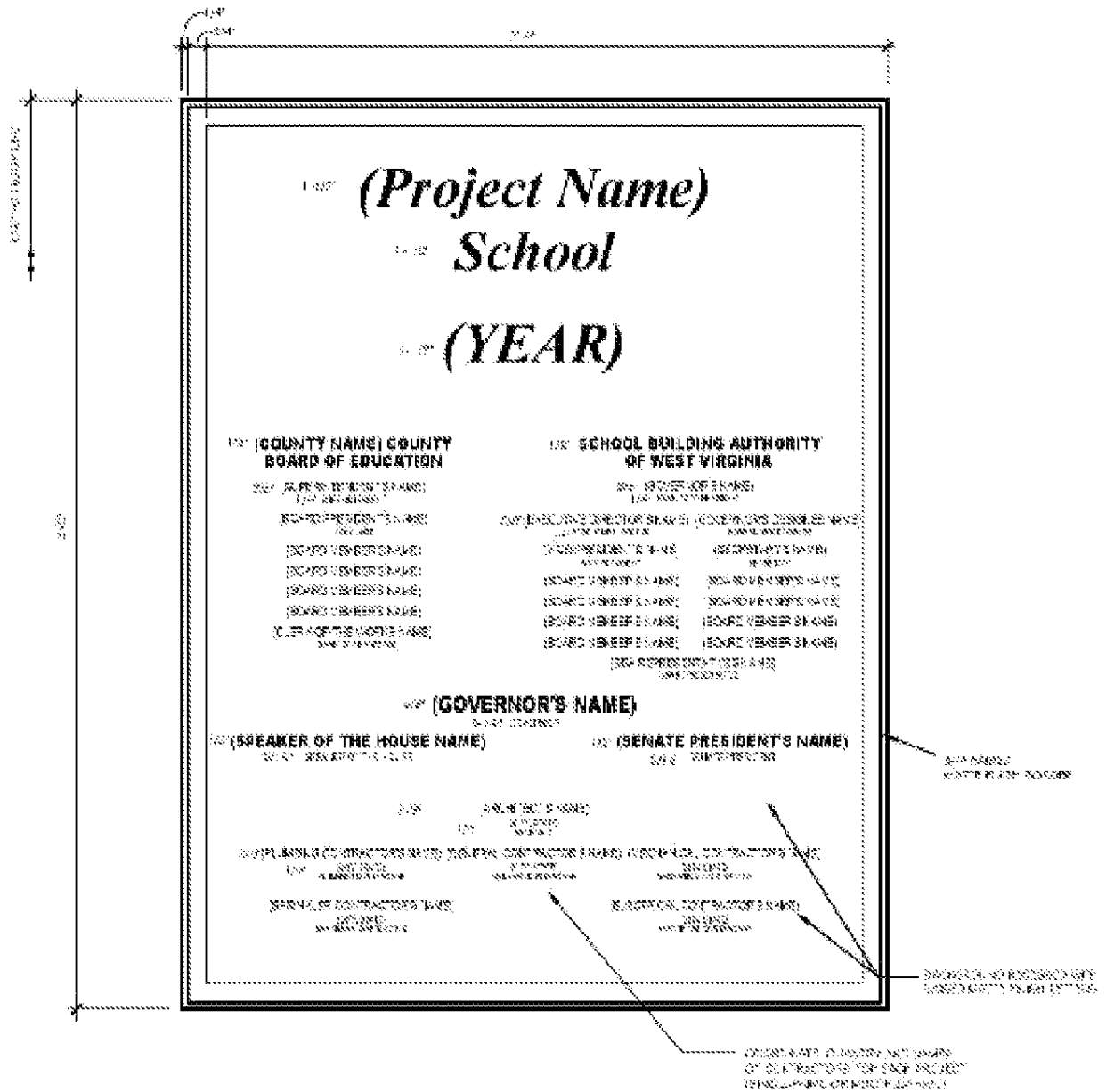
**(SCHOOL or)
(FACILITY NAME)**

(Superintendent's Name) State Superintendent of Schools (Local) County Board of Education (Superintendent's Name) Superintendent (Architect's Name) (City, State)	(\$X,XXX,000) Funding by (County Name): (\$X,XXX,000) Funding by: School Building Authority of West Virginia (Governor's Name) Governor (Speaker of the House Name) (Senate President's Name) Speaker of the House Senate President	West Virginia School Building Authority (Executive Director's Name) Executive Director (SBA Member), Vice President (SBA Member), Secretary (SBA Member) (SBA Member) (SBA Member) (SBA Member) (SBA Member) (SBA Member)
--	--	--

"Investing in West Virginia's Future"

- NOTE:**
1. THE PROJECT SIGN SHOULD BE VISIBLE AND LEGIBLE FROM HIGHWAYS.
 2. IF THE PROJECT SIGN IS LOCATED ON DEPARTMENT OF HIGHWAYS RIGHT OF WAY, COORDINATE PLACEMENT WITH THE REGIONAL OFFICE.
 3. THE PROJECT SIGN SHOULD BE PLACED IN A LOCATION SO AS TO NOT OBSCURE A SAFETY WARNING FOR MOTORISTS OR RESIDENTS.
 4. COORDINATE THE QUANTITY AND PLACEMENT OF CONTRACTORS FOR EACH PROJECT, WHETHER PROJECT OR MULTIPHASE.
 5. PLACING OF LOCAL COUNTY IS OPTIONAL IF ADDITIONAL LOCAL PLACING IS INCLUDED IN PROJECT.

New School or Major Renovation Building Plaque



NOTE: Before the creation of any sign or plaque, approval of the layout and names to be included must be received by the SBA staff.

SBA 409

School Building Authority of West Virginia
Policy & Procedures Handbook
APPENDIX OF SBA FORMS

Chapter 5 Forms
FORMS TO SUPPLEMENT PROJECT CLOSEOUT AND COMPLETION PROCEDURES

School Building Authority of West Virginia
CONSTRUCTION CLOSEOUT PROCEDURES CHECKLIST
SBA FORM 500

Below is a list of required documentation that shall be turned over to the owner upon final completion and prior to the release of final payment. Each Prime Contractor, the Architect and the Owner shall sign and date this form and forward it to the SBA office prior to the release of the final payment. The Project Team (Contractor = C, Architect = A, Owner = O) shall provide at Project Close-out the following documentation by marking the corresponding box. If not applicable to the particular project team member, write "N/A" where appropriate.

C A O

- Contractor's Affidavit of Payment of Debts and Claims (AIA G706)
- Contractor's Affidavit of Release of Liens (AIA G706A)
- Consent of Surety Company to Final Payment (AIA G707)
- Operation and Maintenance Manuals, Active Warranty Binder(s), As-Built CPM Schedule, and As-Built Drawings & Specifications
- Certificate of Insurance (Acord Form and AIA G715) Covering required/specified products and completed operation
- Certificate of Release from the Department of Tax and Revenue stating all appropriate taxes have been paid
- Verification from the Owner (County Superintendent) that all Owner training required by the contract documents has been conducted
- Verification of Owner HVAC Training in coordination with WVDE Office of School Facilities (SBA 500-A)
- Fire Marshall's Certificate of Occupancy
- Final Punch-List completed and signed by all parties (C, A, O)
- Notification of 11th month walkthrough date
- Electronic & Hard copy of diagrammatic floor plan of new or renovated schools. Provide the following items:
 - ____ One-line drawing of floor plans including only diagrammatic walls, exiting, doors and windows, existing school
 - ____ One-line drawing with all school access safety data (submit electronic file to Office of Homeland Security and/or local first responding authorities)
 - ____ One-line drawing including only walls, doors, windows, room number/names and color-coded HVAC zones with multi-zone equipment located in the HVAC zone
- Provide a Final TAB or Commissioning report

SIGNATURES

Contractor: _____ Date: _____

Architect: _____ Date: _____

Owner: _____ Date: _____

SBA 500

School Building Authority of West Virginia
VERIFICATION OF HVAC TRAINING
SBA FORM 500-A

Per the Contract Documents, the Contractor shall coordinate with the Owner a Complete HVAC System training session that includes devices “downstream” and other connected equipment.

Project Name: _____

Architect/Engineer: _____

Responsible Contractor(s): _____

Date(s) of Training: _____

HVAC training was provided by the responsible contractor for the above referenced project. This training was performed in accordance with the contract documents. All owner’s manuals and operating instructions for the HVAC system(s) were provided to the owner for future use. The following individuals were present for the training:

NAME	REPRESENTING	NAME	REPRESENTING
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following have verified that the required HVAC training has been satisfactorily completed:

<i>(Responsible Prime Contractor’s signature)</i>	<i>(Date)</i>
<i>(Responsible Mechanical Subcontractor’s signature)</i>	<i>(Date)</i>
<i>(Project Architect / Engineer’s signature)</i>	<i>(Date)</i>
<i>(County Superintendent’s signature)</i>	<i>(Date)</i>
<i>(WVDE HVAC Technician’s signature)</i>	<i>(Date)</i>

School Building Authority Of West Virginia
SQUARE FOOT COST ANALYSIS REPORT
 SBA Form 500-B

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

County _____ Project Date _____
 School Name _____ Sq. Ft. Affected by this Project _____
 Location _____ Grades Housed _____ Enrollment _____

Site Acres _____ Useable Acres _____ Gross Building Area New Construction _____
 Energy Usage Index (BTU/Sq.Ft/Yr) _____ Sewage Disposal Type _____
 Water Source _____

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

 Signature of Architect or Engineer

 Signature of County Superintendent

School Building Authority of West Virginia
GRANT CLOSEOUT CERTIFICATION FORM
SBA Form 502

County: _____

Project Name: _____

Grant Award Number: _____

Grant Award Amount: _____

Total SBA Funds Expended: _____

The _____ County Board of Education hereby certifies that all requisition requests have been submitted to the School Building Authority of West Virginia for this project. By signing, the County agrees to officially close this grant award and that any unspent SBA funds will no longer be available for draw.

_____/_____/_____
County Superintendent Date

_____/_____/_____
County Treasurer Date

_____/_____/_____
Chief Financial Officer, School Building Authority Date

_____/_____/_____
Executive Director, School Building Authority Date