Roosevelt High School
Comprehensive Modernization Project
SCH # 2017101037

Volume II
Final Environmental Impact Report

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Prepared for:
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333 South Beaudry Avenue, 21st Floor
Los Angeles, CA 90017

April 2018
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HONOR THE PAST, INVEST IN THE FUTURE!
Continuing the legacy of the 1968 Eastside Student Walkouts by ensuring a quality education for all!
A long overdue comprehensive modernization project is being proposed for Roosevelt High School and the time to BUILD is NOW!

The future campus will have access to 21st Century learning environments that will prepare students for college and careers.

I AM A ROOSEVELT (PLEASE ☑):
☐ STUDENT
☐ PARENT
☐ TEACHER
☐ ALUMNI
☐ COMMUNITY MEMBER
☐ SCHOOL LEADER
☐ SCHOOL PARTNER

I support the proposed comprehensive modernization project for Roosevelt High School and demand the plan moves forward without delays. Roosevelt High School students, staff and faculty deserve modern facilities that meet the needs of today’s students to be prepared for college and 21st Century careers.

Signature: ___________________________ Date:___________
Name:______________________________

Power to the Students
INNERCITY STRUGGLE
Building a Movement in the Eastside

HONOR THE PAST, INVEST IN THE FUTURE!
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Signature: ___________________________ Date:___________
Name:______________________________

Power to the Students
INNERCITY STRUGGLE
Building a Movement in the Eastside
Comment for Mr. Ed Paek, CEQA Project Manager on the Draft Environmental Impact Report for the Roosevelt High School Comprehensive Modernization Project.

_____________________________________________________________________________________________________________________

_____________________________________________________________________________________________________________________

_____________________________________________________________________________________________________________________

_____________________________________________________________________________________________________________________

Signature: x_________________________ Date:____________
Name:________________________________________
### Written Public Comments on RHS petitions collected 2/15/18-2/21/18

Total comments: 176

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<th>Name, (student, teacher, parent etc)</th>
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<td>1</td>
<td>Diana Flores, Student</td>
<td>“It is a great idea and help for the future”</td>
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<td>2</td>
<td>Daniel Castro, Student</td>
<td>“NEED TO MODERNIZE”!!!!</td>
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<td>Salvador Ramirez, Student</td>
<td>“It is a big step”</td>
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<td>Jonathan Barahona, Student</td>
<td>“Try to make the classrooms and the gym more breathable by letting the outside air come in”</td>
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<td>Jose Willerson, Student</td>
<td>“I think we should take down the R building”</td>
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<td>6</td>
<td>Rosario Mayorga, Student</td>
<td>“Add more gates”</td>
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<td>7</td>
<td>Ashley Jimenez, Student</td>
<td>“I get that Roosevelt High School has history but the remodeling is important for students and the school. It will help students’ ability to learn”</td>
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<td>8</td>
<td>Valerie Mercado, Student</td>
<td>“Keep the project going! Do not halt. The teachers, administration and murals are the beauty behind Roosevelt, not an unsafe, out of date costly building”</td>
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<td>Aixa N. Almaraz, Student</td>
<td>“Before you tear everything down take pictures of the campus, so you can put up in the new Roosevelt (specifically in the new main building). This way we can show how it was before.”</td>
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<td>Arlyn Romero, Student</td>
<td>“Make Gym Bigger!, More Bleachers!”</td>
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<td>Kobe Adams, Student</td>
<td>“Make it more Red and Gold, make field better and gym. Put some mexican culture into every building or important people like Martin Luther King or Cesar Chavez”</td>
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<td>Marisol Gomez, Student</td>
<td>“Keep Red and Gold. Possible to finish Sooner?”</td>
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<td>Jose Amador, Student</td>
<td>“How are classes going to be like?”</td>
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<td>Damaris Aguilar, Student</td>
<td>“It’s a nice layout of our future school”</td>
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<td>Fabian Moreno, Student</td>
<td>“It is important because for the safety of the kids”</td>
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<td>16</td>
<td>Brandon B., Student</td>
<td>“We need to change how the school looks and for the safety of the future generations”</td>
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|17 | Clemente Mosqueda, Student           | “I support this project because it would help the
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<td>students who are coming in to the school; getting up to date, moving and going along with the future”</td>
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<td>Santos Rivera, Student</td>
<td>“I support it everyone will want to come to Roosevelt”</td>
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<td>19</td>
<td>Jose Suarez, Student</td>
<td>“Rebuild this old a** School”</td>
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<td>Xlanna Hernandez, Student</td>
<td>“I support this project because these buildings are old and it will be safe for next generations of students”</td>
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<td>Evelyn Cuevas, Student</td>
<td>“Student[s] would enjoy to come to school”</td>
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<td>22</td>
<td>Isaias Cruz, Student</td>
<td>“Add a good looking baseball field. Don’t just fund football”</td>
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<td>23</td>
<td>Wendy Ramirez, Student</td>
<td>“In my opinion it would be nice to build it because we need a better secure building and it would be nice to have new things to help our education”</td>
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<td>Marlin Avila, Student</td>
<td>“I think this is a good idea because the ® building is old and not safe for the student[s]. I do wish that student[s] can have part in planting trees, plants, etc.</td>
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<td>Oscar Avila, Student</td>
<td>“I think it would be good for incoming students to graduate in a new school”</td>
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<td>Victor Hernandez, Student</td>
<td>“Don’t block off certain parts of the campus, maybe the parking lots but not the fields. It would be a waste of money”</td>
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<td>Erick Hernandez, Student</td>
<td>“I would like to suggest a department for music of its own”</td>
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<td>Ana Gody, School Partner</td>
<td>“RHS is in desperate need for this renovation, which will help students further in their academics! Buildings won’t teach a youth history.”</td>
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<td>Aislym Salas, Student</td>
<td>“I feel that the project should go on and that the R building should be taken down for the reason that this building does have history and all but the building is old and needs to be remodeled”</td>
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<td>Miriam Fernandez, Student</td>
<td>“What about the other schools which need a lot more help than Roosevelt? (For example: Jordan High School, schools that do not even have a/c)”</td>
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<td>Grecia Flores, Student</td>
<td>“Will we still have access to the pool with the new”</td>
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<tr>
<td></td>
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<td>Statement</td>
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<td>Omar Merino, Student</td>
<td>“If an earthquake happens it ain’t safe. It can come down.”</td>
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<td>Luis Chavez, Student</td>
<td>“I support the modernization and I want it to start as soon as possible”</td>
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<td>34</td>
<td>Jesus Hernandez, Student</td>
<td>“Lowkey people who want to stop it are selfish. They don’t want the kids of Boyle Heights to rise. They don’t want them to have the technology and books may have”</td>
</tr>
<tr>
<td>35</td>
<td>Leon Tinoco, Student</td>
<td>“This modernization will provide a more beneficial learning environment for students born in the tech era.”</td>
</tr>
<tr>
<td>36</td>
<td>Britney Rincon, Student</td>
<td>“Students deserve a modern campus in order to learn more effectively. Not only will this campus look beautiful but students will be safe in classrooms.”</td>
</tr>
<tr>
<td>37</td>
<td>Bernice Gonzalez, Student</td>
<td>“Water fountains are dirty and hydration stations are needed. The classrooms are too small.”</td>
</tr>
<tr>
<td>38</td>
<td>Ricardo Cruz, Student</td>
<td>“I think they need to fix the football and soccer field”</td>
</tr>
<tr>
<td>39</td>
<td>Jose Gomez, (unspecified)</td>
<td>“It’s about time Roosevelt gets modernized! The community needs this and so do the future students. With the new equipment and classes being offered it’ll make learning, school more fun again!”</td>
</tr>
<tr>
<td>40</td>
<td>Bianca Godoy, Student</td>
<td>“I agree with this project because students need to feel more safe on their campus, and I don’t think a lot of students do in buildings like the R. Make sure you put a lot of thought in the athletics!”</td>
</tr>
<tr>
<td>41</td>
<td>Brian Cuevas, Student</td>
<td>“The buildings are too old and it will probably cost more to maintain the old buildings than to build new ones.”</td>
</tr>
<tr>
<td>42</td>
<td>Abraham, Aguilar, Student</td>
<td>“We deserve to be in a 21st century school so our children can have a quality education”</td>
</tr>
<tr>
<td>43</td>
<td>Guadalupe Gallegas, Student</td>
<td>The building isn’t going to teach me or others. It wasn’t the building isn’t what holds the history. Its the students. The pipes are rusted and broken,</td>
</tr>
<tr>
<td>No.</td>
<td>Name</td>
<td>Quote</td>
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</tr>
<tr>
<td>44</td>
<td>Briceida Gonzalez, Student</td>
<td>“The project seems pretty cool for new generations to come and enjoy”</td>
</tr>
<tr>
<td>45</td>
<td>Alexa Barbosa, Student</td>
<td>“I don’t want to worry about what’s going to happen if there is an earthquake when I’m in the R building”</td>
</tr>
<tr>
<td>46</td>
<td>Mayra Diaz, Student</td>
<td>“I think that they should because we need new improvements to our school”</td>
</tr>
<tr>
<td>47</td>
<td>Lesly Nunez, Student</td>
<td>“I support because I want a better and safer school for my brothers that are coming to Roosevelt.”</td>
</tr>
<tr>
<td>48</td>
<td>Karina Solano, Student</td>
<td>“I support this plan because I feel that the school does need a new change. It would look better, I like the new change, it looks better than now.”</td>
</tr>
<tr>
<td>49</td>
<td>Miguel Ramirez, (not specified)</td>
<td>“I think this school should be remodeled for a better learning experience.”</td>
</tr>
<tr>
<td>50</td>
<td>Jade Garcia, Student</td>
<td>“I am happy about this project because students that will attend Roosevelt in the future will have a safe school and high quality education. I will be an Alumni by the time this project is still going to be processing and ending and my brother will graduate from a legendary school the year of 2023! &lt;3”</td>
</tr>
<tr>
<td>51</td>
<td>Sam, Student</td>
<td>“TEAR IT DOWN!”</td>
</tr>
<tr>
<td>52</td>
<td>Brianna Ruiz, Student</td>
<td>“I think that the remodernization is needed due to safety reasons BUT I just want the “R” building to be talked about, respected and shown and painted everywhere. Also I just don’t want Roosevelt to lose its culture and spirit due to the remodernization”</td>
</tr>
<tr>
<td>53</td>
<td>Angela Rodriguez, Student</td>
<td>“Honestly, I believe it is a good idea to re-modern the high school because many buildings have issues which affect teachers and students.”</td>
</tr>
<tr>
<td>54</td>
<td>Amanda Romo, (not specified)</td>
<td>“According to the presentation the people of 1968 that participated in the Walk-outs, they asked for a modernized building. Why pro-long it to 2018 and build the new modeled RHS because you guys built students feelings and attachment to that building.”</td>
</tr>
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<td>Name</td>
<td>Comment</td>
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</tr>
<tr>
<td>55</td>
<td>Katt, (not specified)</td>
<td>“I don’t think you should tear down the gym. Just add another building don’t tear the whole thing down.”</td>
</tr>
<tr>
<td>56</td>
<td>Angel Rios, Student</td>
<td>“Community has been wanting this, sounds like a great plan.”</td>
</tr>
<tr>
<td>57</td>
<td>Charly Espinoza, Student</td>
<td>“The new construction of the school is a great project.”</td>
</tr>
<tr>
<td>58</td>
<td>???, Student</td>
<td>“Make Roosevelt great again. P.S. get rid of magnet it’s the same thing and also get rid of STEM.”</td>
</tr>
<tr>
<td>59</td>
<td>Carlos Perez, Student</td>
<td>“To preserve the R-building, I think they should modernize the whole building except the entrance, they should update/redo it”</td>
</tr>
<tr>
<td>60</td>
<td>Jeimy Carrasco, Student</td>
<td>“Make Roosevelt great again! P.S. get rid of magnet and STEM.”</td>
</tr>
<tr>
<td>61</td>
<td>Kimberly Mora, Student</td>
<td>“We need a modernization they school looks really old”</td>
</tr>
<tr>
<td>62</td>
<td>Lizette DeSantiago, (not specified)</td>
<td>“I think it'll look nice and be useful for future students.”</td>
</tr>
<tr>
<td>63</td>
<td>Mara Chavez, Student</td>
<td>“Believe its gonna be a good thing”</td>
</tr>
<tr>
<td>64</td>
<td>Jasmine Gonzalez, (not specified)</td>
<td>“I think it would look nice. It would look more moderate and easier to get too one building to another.”</td>
</tr>
<tr>
<td>65</td>
<td>Jacky Torres, Student</td>
<td>“I believe it will benefit the future students coming to RHS. It will have more student rate get higher percentage as well. In my opinion I just feel that they should have done this a long time ago!”</td>
</tr>
<tr>
<td>66</td>
<td>Keven Almontes, Student</td>
<td>“Please consider the modernization of RHS.”</td>
</tr>
<tr>
<td>67</td>
<td>Francisco Oliva, Student</td>
<td>“I don’t feel safe in the R building knowing that it can fall anytime.”</td>
</tr>
<tr>
<td>68</td>
<td>Gerardo Gonzalez, Student</td>
<td>“I feel like it would bring more students to their school.”</td>
</tr>
<tr>
<td>69</td>
<td>Maria Mendoza, Student</td>
<td>“I feel that change would be good. I really like how my siblings will get to attend the new and improved Roosevelt High School”</td>
</tr>
<tr>
<td>70</td>
<td>Andy Medina, Student</td>
<td>“Rebuild it and more people could come.”</td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td>Comment</td>
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</tr>
<tr>
<td>71</td>
<td>Sabrina McGowan, student</td>
<td>“Because its time for a change”</td>
</tr>
<tr>
<td>72</td>
<td>Matthew Tellez, Student</td>
<td>“This will be good for the community and it will be safer for further generations.”</td>
</tr>
<tr>
<td>73</td>
<td>Miguel Tolentino, Student</td>
<td>“Good for my sister and the future of kids”</td>
</tr>
<tr>
<td>74</td>
<td>Fernando Rosas, Student</td>
<td>“I think it will help other kids in the future. A more secure school. So it’s very great!”</td>
</tr>
<tr>
<td>75</td>
<td>Nicholas Castaneda, Student</td>
<td>“It will attract more people to come to the school”</td>
</tr>
<tr>
<td>76</td>
<td>Daisy Ulterras, (not specified)</td>
<td>I think this is a good idea because it will give students to have a better feeling on how college will be. Colleges are usually the way that this new school would.”</td>
</tr>
<tr>
<td>77</td>
<td>Kimberly Arreola, Student</td>
<td>“I believe the modernization should be done because the R building isn’t a for sure safe building for students and the new one would be”</td>
</tr>
<tr>
<td>78</td>
<td>Bryant Sanchez, Student</td>
<td>“Why didn’t you guys make this earlier!!!”</td>
</tr>
<tr>
<td>79</td>
<td>Mercedes Valazquez, (not specified)</td>
<td>“I feel like I would want agree with this but then again not only will it change the school it will cause gentrification not by selling but attracting people and making them want property that have been already bought.”</td>
</tr>
<tr>
<td>80</td>
<td>Daisy Rodriguez, student</td>
<td>“I think that they should. They should because it will be better and it will have more benefits for the new up coming students”</td>
</tr>
<tr>
<td>81</td>
<td>Dana Kitty Diaz, student</td>
<td>“We should knock down and replace the building w/ a more structurally sound one, for the safety of the students (which should be a priority!) This kind of investment has been anticipated (demanded) for a long long time and we should honor the wishes of our students!”</td>
</tr>
<tr>
<td>82</td>
<td>Yocelyn Valencia, (not specified)</td>
<td>“I do not support this project. It is culture cleansing inspired by the gentrification of Boyle Heights.”</td>
</tr>
<tr>
<td>83</td>
<td>Daniel Garcia, Student</td>
<td>“Is the entry way at 4th, is it open to the public? Will people just be allowed to walk in?”</td>
</tr>
<tr>
<td>84</td>
<td>Marelyn Centeno, Student</td>
<td>“My comment is that is good this project for the future riders. Also is will be more safe for teachers and students.”</td>
</tr>
<tr>
<td>85</td>
<td>Kellyn Hernandez, Student</td>
<td>“It would be really good for students to have a”</td>
</tr>
<tr>
<td>ID</td>
<td>Name</td>
<td>Comment</td>
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</tr>
<tr>
<td>86</td>
<td>Sandy Gomez, Student</td>
<td>“new” school. I agree that they want to rebuild it. We actually need more room some classrooms are really small and the teachers also students are always complaining.”</td>
</tr>
<tr>
<td>87</td>
<td>Elizabeth Lugo, Student</td>
<td>“I am in drill and we are asking for a dance room since we are forced to practice in the cold/hot weather. We want to be the best we can be, but we struggle so much because of the amount of support we get, which is not a lot.”</td>
</tr>
<tr>
<td>88</td>
<td>Joaquin Gonzalez, Community Member</td>
<td>“I fully support the RHS modernization project as it is being proposed. There are multiple benefits to students, educators and the community at large with the modernization of the campus. This will improve the quality of education at Roosevelt High School.”</td>
</tr>
<tr>
<td>89</td>
<td>Maria, Alumni</td>
<td>“We have been fighting for so long. We can’t be waiting anymore. It will benefit the students attending this school because they will have high quality education.”</td>
</tr>
<tr>
<td>90</td>
<td>Unial Lopez, Student</td>
<td>“Modernizing Roosevelt will help students better access classes and help us achieve a better education for the students of the future.”</td>
</tr>
<tr>
<td>91</td>
<td>Ivonne Ibarra, (not specified)</td>
<td>“I think it’s about time Roosevelt got modernized. Times have changed and so the students deserve quality education and that means classrooms and buildings that are up to date with the demands of the 21st century.”</td>
</tr>
<tr>
<td>92</td>
<td>Dayana Primero, (not specified)</td>
<td>“My family members may attend this school in the future. This school’s project promises to have “environments that will prepare students for college and careers.” I hope this project does what it promises for my family and friends to have a better future.”</td>
</tr>
<tr>
<td>93</td>
<td>Guadalupe Felix, Community Member</td>
<td>“History is taught; a building won’t change that fact.”</td>
</tr>
<tr>
<td>94</td>
<td>Arianna Romero, Community Member</td>
<td>“Roosevelt needs to be modernized. The R building isn’t historic, it’s the events that occurred that are historic. One doesn’t learn from a building, but rather from a teacher or educator”</td>
</tr>
<tr>
<td>Number</td>
<td>Name</td>
<td>Statement</td>
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</tr>
<tr>
<td>95</td>
<td>Cindy Balbuena, Student</td>
<td>“Let the students’ voice be heard!”</td>
</tr>
<tr>
<td>96</td>
<td>Cynthia Olmos, (not specified)</td>
<td>“I am in favor of this construction because all students deserve the right to resources and get a good education with accessible classrooms.”</td>
</tr>
<tr>
<td>97</td>
<td>Anthony Alvarez, Community Member</td>
<td>“I agree with this because all students deserve the best school environment possible in order to be successful.”</td>
</tr>
<tr>
<td>98</td>
<td>Jessica Cruz, Student</td>
<td>“Improve our school! :)”</td>
</tr>
<tr>
<td>99</td>
<td>Maira Velez, (not specified)</td>
<td>“Where are students going to attend class while construction?”</td>
</tr>
<tr>
<td>100</td>
<td>Amy Flores, Community Member</td>
<td>“I support the modernization project because it will have a better size for students as well as having resources. The best quality should be available for students.”</td>
</tr>
<tr>
<td>101</td>
<td>Maria Zavaleta, Community Member</td>
<td>“I believe that we should follow through to represent 1968 walkout. The 13 students began the walkout and 30th demands, as the 20th century I believe it’s our job to finish what they began as a unity.”</td>
</tr>
<tr>
<td>102</td>
<td>Axel Ortega, (not specified)</td>
<td>“Let’s advance our schools like the rest of the world is!”</td>
</tr>
<tr>
<td>103</td>
<td>Waldo Gonzalez, Community Member</td>
<td>“It is time that we move forward with this important project. No more delays! This has been a community demand since the 60’s, and we ask that the district [?] this rich legacy and move forward with the full modernization.”</td>
</tr>
<tr>
<td>104</td>
<td>Arianna Lopez, Student</td>
<td>“Students deserve a modern school where we are in a safer environment.”</td>
</tr>
<tr>
<td>105</td>
<td>Alberto Castillo, Student</td>
<td>“I think it’s important and crucial for the future of Roosevelt students that this product happens. It can only benefit the students and teachers by giving them better resources to work with.”</td>
</tr>
<tr>
<td>106</td>
<td>Odalis Torres, Student</td>
<td>“Students should be allowed to have a safe building or place to be at. Also there’s history, but we can’t hold on to that forever. Change needs to happen.”</td>
</tr>
<tr>
<td>107</td>
<td>O. Navarro, School Partner</td>
<td>“Students in Boyle Heights deserve state of the”</td>
</tr>
<tr>
<td>108</td>
<td>Jennifer Salazar, Student</td>
<td>“I believe that it’s the students choice because it’s them who come to this school. Also, in case of any earthquakes, us as students need to know that we are safe.”</td>
</tr>
<tr>
<td>109</td>
<td>Celia Guerrero, Student</td>
<td>“Students deserve a modern school and it will make school life easier for them.”</td>
</tr>
<tr>
<td>110</td>
<td>Guadalupe Gregorio, Student</td>
<td>“I support this modernization project will impact every student in a good way and it will be extraordinary for future students. It will be good for Boyle Heights.”</td>
</tr>
<tr>
<td>111</td>
<td>Cristopher Guia, Student</td>
<td>“The modernization project is a great idea that will help our community have a better quality education.”</td>
</tr>
<tr>
<td>112</td>
<td>Alexander Lezama, Student</td>
<td>“I agree because it’s time that something good happens to Roosevelt HS. It would be good for the future Rough Riders plus the school with upgrades looks really nice.”</td>
</tr>
<tr>
<td>113</td>
<td>Alexia Jimenez, (not specified)</td>
<td>In my opinion I really like the idea of remodeling this school. I feel like a change is needed for the motivation of students. This will help change Roosevelt’s reputation and will make students want to attend here.”</td>
</tr>
<tr>
<td>114</td>
<td>Estiella Cocina, Students</td>
<td>“I think that the project that how they are trying to make our school a better place and how it can help people with success and education so I think it’s a great idea, a great project in fact. #MakeABetterFuture”</td>
</tr>
<tr>
<td>115</td>
<td>Oliver Retes Hernandez, Student</td>
<td>“I like the new R Building because I think it will have a big impact on students.”</td>
</tr>
<tr>
<td>116</td>
<td>Jose Vera, Student</td>
<td>“To have a better place to be at and learn without knowing that you have to do something to fix the building.”</td>
</tr>
<tr>
<td>117</td>
<td>Job Duran, Student</td>
<td>“I want a better school for my nieces.”</td>
</tr>
<tr>
<td>118</td>
<td>Esmeralda Lopez, Student</td>
<td>“I believe that it’s time for a change here at Roosevelt. The future is coming so it’ll be good.”</td>
</tr>
<tr>
<td>119</td>
<td>Enrique Faiard, Student</td>
<td>“It would show that the school is caring and would give better presentation on future students art classrooms that will prepare them for academic success. Students deserve the best!!”</td>
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<td>Comment</td>
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<tr>
<td>120</td>
<td>Fabiola Sanchez, Student</td>
<td>“I honestly feel that this idea of constructing a new campus is a great idea. It is a shame that the R building would be demolished, but in all honesty it’s a mess. We have water leaks, rats, roaches, tiles missing, maybe even mold. It would be nice to see a clean campus.”</td>
</tr>
<tr>
<td>121</td>
<td>Madison Aranda, Student</td>
<td>“I want future generations to have access to modern technology that many may think isn’t accessible in a neighborhood like this.”</td>
</tr>
<tr>
<td>122</td>
<td>Ivan Gordo, (not specified)</td>
<td>“The best thing for this high school”</td>
</tr>
<tr>
<td>123</td>
<td>Eduardo Barralel, (not specified)</td>
<td>“#destroyTheR”</td>
</tr>
<tr>
<td>124</td>
<td>Daniela Hernandez, School Partner</td>
<td>“Our youth deserve a modern facility that will facilitate their learning in our fast paced 21st century society.”</td>
</tr>
<tr>
<td>125</td>
<td>Juan Velasco, (not specified)</td>
<td>“#DestroyTheR”</td>
</tr>
<tr>
<td>126</td>
<td>Madeline Godinez, Student</td>
<td>“Great work! I’m excited to come back and look at the completion.”</td>
</tr>
<tr>
<td>127</td>
<td>Cristian Velazquez, Student</td>
<td>“The project seems very great and I look forward to seeing a change in Roosevelt.”</td>
</tr>
<tr>
<td>128</td>
<td>David Aguila, Community Member</td>
<td>“Please move the modernization project forward without delay. Our students need and deserve these improvements.”</td>
</tr>
<tr>
<td>129</td>
<td>Emanuel Cortez, Student</td>
<td>“I believe this is a huge step for the school. I personally don’t like the R building because of how old it is.”</td>
</tr>
<tr>
<td>130</td>
<td>Roque Armenta, School Partner</td>
<td>“This project will support and improve the learning environment for the RHS community. The community has waited too long!”</td>
</tr>
<tr>
<td>131</td>
<td>Beau Schaefer, Student</td>
<td>“I believe this will help this community! ;)”</td>
</tr>
<tr>
<td>132</td>
<td>Edwin Ramirez, Student</td>
<td>“The R building needs more space.”</td>
</tr>
<tr>
<td>133</td>
<td>Jackie V., Student</td>
<td>“R Building is too old, dirty, and unsafe. It’s a great idea to rebuild it.”</td>
</tr>
<tr>
<td>134</td>
<td>Jose Castro, Student</td>
<td>“It’s a good plan because you respect this.”</td>
</tr>
<tr>
<td>135</td>
<td>Emelyn Gonzalez, Student</td>
<td>“Due to the fact that we have night schools/classes, parents should have their own...”</td>
</tr>
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<td>Comment</td>
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</tr>
<tr>
<td>136</td>
<td>Nayeli Iniguez, Student</td>
<td>“Add classrooms for parents who take classes at Roosevelt. Their education should be important, too.”</td>
</tr>
<tr>
<td>137</td>
<td>Valeria Medina, Student</td>
<td>“Add classes for parents who are currently taking classes here.”</td>
</tr>
<tr>
<td>138</td>
<td>Michelle Guzman, Student</td>
<td>“Add classrooms for parents who take adult classes.”</td>
</tr>
<tr>
<td>139</td>
<td>Jorge Cruz, Student</td>
<td>“Have classes to learn foreign languages but not just Spanish and French. Example: German, Russian, Japanese”</td>
</tr>
<tr>
<td>140</td>
<td>Juan Velasco, Student</td>
<td>“#DestroyTheR”</td>
</tr>
<tr>
<td>141</td>
<td>Andrea Trejo, Student</td>
<td>“If the R-building can’t be saved, would it be possible to at least keep the main entrance of it the same to be able to keep some type of history alive.”</td>
</tr>
<tr>
<td>142</td>
<td>Ivan Gordo, Student</td>
<td>“I am with the continuation of this project because it’s a really good impact for this community.”</td>
</tr>
<tr>
<td>143</td>
<td>Brianna Olague, Student</td>
<td>“Go ahead with the project, it will have a better impact on people/students in the future.”</td>
</tr>
<tr>
<td>144</td>
<td>Marco Paleta, Student</td>
<td>“I think this project is a good idea.”</td>
</tr>
<tr>
<td>145</td>
<td>Luiz Gonzalez, Student</td>
<td>“I believe this is a very great idea. Students deserve better and safer buildings in case of any emergency. Also, students deserve to have a more beautiful looking campus and have parents try to avoid traffic before/after school.”</td>
</tr>
<tr>
<td>146</td>
<td>Amy M., Student</td>
<td>“Because more kids would want to come to Roosevelt.”</td>
</tr>
<tr>
<td>147</td>
<td>Evelyn Iajaya, Student</td>
<td>“Are you going to work on everything all at once or one thing at a time? I feel like Roosevelt will lose kids when under construction. I do think that it’ll be a good thing to improve RHS.”</td>
</tr>
<tr>
<td>148</td>
<td>J. Garcia, Student</td>
<td>“I want a new field and new machines.”</td>
</tr>
<tr>
<td>149</td>
<td>Josselyn Lomeli, (not specified)</td>
<td>“Fix the classrooms and teacher.”</td>
</tr>
<tr>
<td>150</td>
<td>Christopher Jalamantes, (not specified)</td>
<td>“It would help the community.”</td>
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<tr>
<td></td>
<td>Name</td>
<td>Comment</td>
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<tr>
<td>151</td>
<td>Sheila Lopez, Student</td>
<td>“I believe this change for the school will be the most amazing change in Boyle Heights. It will be a good look for our community.”</td>
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<tr>
<td>152</td>
<td>Luis Rosas, (not specified)</td>
<td>“I want the construction to proceed because the project looks dope.”</td>
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<tr>
<td>153</td>
<td>Alexis Torres, Student</td>
<td>“It’s good for our future.”</td>
</tr>
<tr>
<td>154</td>
<td>Ivira Chavelas, Student</td>
<td>“Make it look supreme.”</td>
</tr>
<tr>
<td>155</td>
<td>Sandra Cisneros, Student</td>
<td>“The school and community is severely lacking in easily accessible resources and the best place to fix that would be at the school itself.”</td>
</tr>
<tr>
<td>156</td>
<td>Stephanie Radilla, Student</td>
<td>“I really like this new model for this school.”</td>
</tr>
<tr>
<td>157</td>
<td>Lupe Butron, Student</td>
<td>“Why is it so big? It looks like Torres High School, but bigger.”</td>
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<tr>
<td>158</td>
<td>Maira Vijil, Student</td>
<td>“It will be a motivation to students. It would be cool.”</td>
</tr>
<tr>
<td>159</td>
<td>Andrew Rodriguez, (not specified)</td>
<td>“This project is amazing. I think it would make people come to Roosevelt.”</td>
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<tr>
<td>160</td>
<td>Laura Vasquez, (not specified)</td>
<td>“Make sure there is an adult ed presence on the RHS campus, as there has historically been.”</td>
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<tr>
<td>161</td>
<td>J. Cid, Dean</td>
<td>“I support!”</td>
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<td>162</td>
<td>Jose Manriquez, Teacher</td>
<td>“Please include adult education needs in the modernization of Roosevelt High School.”</td>
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<td>163</td>
<td>Laura Zavala, School Partner</td>
<td>“The RHS community has been anticipating this project for many years. We must ensure that this historic investment meets the needs of students and their families.”</td>
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<tr>
<td>164</td>
<td>Melanie Alvarez, Community Member</td>
<td>“Students need a place efficient enough for their educational needs. As a previous high school student I know how important it is to have a place to help me succeed.”</td>
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<tr>
<td>165</td>
<td>Isaias Guzman, School Partner</td>
<td>“I am in support. Improving the school means a better future for the students.”</td>
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<td>166</td>
<td>Noelia Moran, (not specified)</td>
<td>I am in support of the construction and modernization project. We want the best for our students</td>
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<td>167</td>
<td>Griselda Perez, Parent, community member, school leader</td>
<td>“Just for the safeness of the students and a clean environment for all students and community, Roosevelt students deserve that”</td>
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<tr>
<td>168</td>
<td>Felipe Gutierrez, Parent</td>
<td>“It’s okay to make changes when it’s needed for a good reason.”</td>
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<td>169</td>
<td>Viviann Anguiano, School partner</td>
<td>“Roosevelt Deserves safe facilities that support student learning! The modernization is true equity.”</td>
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<td>170</td>
<td>Suzette R. Merhain-Cota, Parent</td>
<td>“Please a track &amp; field for our future rider runners. :) Go Riders! Allow students to be involved as well as parents. Well I wish roosevelt staff, students &amp; parents.”</td>
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<td>Irene H. Posadas, School Partner</td>
<td>“It is a great idea, about time this is happening.”</td>
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<td>172</td>
<td>Leo F. Magallon, Teacher, Alumni, community member, school leader and school partner</td>
<td>“The Modernization Project of the Roosevelt complex is something that the Boyle Heights community deserves!”</td>
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<td>173</td>
<td>Magdalena Ceja, Teacher</td>
<td>“Our students deserve classrooms that meet their needs!”</td>
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<td>174</td>
<td>Maribel Sarabia, Parent</td>
<td>“I want to project to move forward without any more delays, it is urgent</td>
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<td>Lucy Beltran, Parent</td>
<td>“I am in support if improving and modernising the school.”</td>
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<td>176</td>
<td>Maria Gutierrez</td>
<td>“They should start now, the project is already late”</td>
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Signees of Petitions in Support of the Proposed Roosevelt High School Comprehensive Modernization Project

Total signees: 753

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<tr>
<td>81</td>
<td>Emanuel</td>
<td>Cortez</td>
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</table>
Signees of Petitions in Support of the Proposed Roosevelt High School Comprehensive Modernization Project

Total signees: 753

82 David Aguila
83 Cristian Velazquez
84 Madeline Godinez
85 Juan Velasco
86 Daniela Hernandez
87 Fabiola Cruz
88 Israel Quirillo
89 Lizbeth Garcia
90 Bryant Sanchez
91 Daniel Garcia
92 Mercedes Velazquez
93 Kellyn Teller
94 Marilyn Centeno
95 Matthew Teller
96 Fernando Rosas
97 Daisy Uttreras
98 Jocelyn Valencia
99 Sam
100 Jade Garcia
101 Miguel Ramirez
102 Karina Solano
103 Lesly Nunez
104 Guadalupe Gallegos
105 Brian Cuevas
106 Jose Gomez
107 Bernice Gonzalez
108 Britney Rincon
109 Leon Tinoco
110 Omar Merino
111 Angela Rodriguez
112 Jose Lopez
113 Steven Mira
114 Ana Goday
115 Andy Medina
116 Gerardo Gonzalez
117 Francisco Oliva
118 Keven Almontes
119 Jasmine Gonzalez
120 Lizette DeSantiago
121 Jeimy Carrasco
122 Charly Espinoza
123 Angela Bios
124 Kathy
125 Armando Romo
126 Dana Kitty Diaz
127 Daisy Rodriguez
128 Kimberly Arreola
129 Nicholas Castanela
130 Misa Toral
131 Sabrina McGowan
132 Maria Mendoza
133 Jacky Torres
134 Kiara Chavez
135 Kimberly Mora
136 Carlos Perez
137 Briana Ruiz
138 Mayra Diaz
139 Alexa Barbosa
140 Briceida Gonzalez
141 Abraham Aguilar
142 Bianca Godoy
143 Ricardo Cruz
144 Jesus Hernandez
145 Luis Chavez
146 Meries Feveyen
147 Grecia Flores
148 Aislym Salas
149 Erick Hernandez
150 Victor Hernandez
151 Oscar Avila
152 Marlin Avila
153 Wendy Ramirez
154 Isaias Cruz
155 Evelyn Cuevas
156 Xianna Hernandez
157 Jose Guarez
158 Santos Rivera
159 Clemente Mosqueda
160 Brandon B
161 Fabian Moreno
162 Damaris Aguilar
163 Jose Amador
**Signees of Petitions in Support of the Proposed Roosevelt High School Comprehensive Modernization Project**

Total signees: 753

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<th>Signee</th>
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Signees of Petitions in Support of the Proposed Roosevelt High School Comprehensive Modernization Project

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328 Jack Gomez
329 Carolina Sagreno
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332 Alexander Jaime
333 Pury Perugochi
334 Jose Castro
335 Luis Torres
336 Jose Garcia
337 Aylin Velez
338 Miguel Montero
339 Katerine Aguirre
340 Sandra Ledezma
341 Andrea M
342 Luis Martinez
343 Jenny Tiripiti
344 Stephanie Soria
345 Alison Ferreyra
346 Estefania DeLuna
347 Amy Gonzalez
348 Morin Gallardo
349 Marlene Alvarez
350 Karina Zuniga
351 David Arce
352 Jacqueline Ramirez
353 Abraham S
354 Jeremy Ramirez
355 Jose Vallejo
356 Jovany Morales
357 Steven
358 Karina Mendez
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363 Julian Huizar
364 Alexia Michelle Castillo
365 Alexis Garcia
366 Javier Hernandez
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368 Yunuhen Plata
369 Michael Raygezs
370 Joshua Leon
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387 Napoleon Ramirez
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390 Fatima Flores
391 Sean Leal
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393 Imanuel Gelven
394 Yesenia Maroy
395 Nathalie Pimentel
396 Jair Galvan
397 Jorge Rodela
398 Matthew Garcia
399 Beatriz Rafael
400 Dulce Ayala
401 Zarina Osmani
402 Jonathan Iraleta
403 Alicia Quintana
404 Yahir Alberto
405 Ericka Brito
406 Bryan Acosta
407 Jade Perez
408 Bianca Barcena
409 Delilah Guzman
Signees of Petitions in Support of the Proposed Roosevelt High School Comprehensive Modernization Project

Total signees: 753

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<td>654 Claudio Guil</td>
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Signees of Petitions in Support of the Proposed Roosevelt High School Comprehensive Modernization Project

Total signees: 753

655  Jorge Lopez
656  Johanna Garcia
657  Juan Garcia
658  Lydia Ramirez
659  Rosario Velasco
660  Alexis Gonzalez
661  Nury Arrivillaga
662  Rosy
663  Karima Villago
664  Eva Alvarado
665  Susanna Morales
666  Ismael Ledezma
667  Teresa Ledezma
668  Ana Diaz
669  Maria Chavez
670  Gertrudis Espinoza
671  Lucina Pastor
672  Rosa Morales
673  Marcos Garcia
674  Cristina Flores
675  Eduardo Osomo
676  Concepcion Montano
677  Sonia Cano
678  Sonia Alvarenga
679  Cruscita Santes
680  Alma DeLoera
681  Martha Pena
682  Maria Garcia
683  Francisca Teodoro
684  Marcel Morales
685  Maria Elcnuchave
686  Marcela Ramirez
687  Rosa Figueroa
688  Isela Garcia
689  Janette Luevanos
690  Jose Guijillo
691  Martin Covarrubias
692  Pedro Leal
693  Rigo Ortega
694  Jose Guillen
695  Patty Maciaz
696  Joshua Tehory
697  Isabel Contreras
698  Bety Navarro
699  Rosa Gonzalez
700  Veronica Andrade
701  Alma Gonzalez
702  Alejandro Barajaz
703  Alejandro Rincon
704  Paola Rosas
705  Jaqueline Loneli
706  Miguel Gonzalez
707  Mauricio Lopez
708  Eugenia Yacaveia
709  Alejandro Torres
710  Rosario Castro
711  Alma Leal
712  Yaiv Escovedo
713  Alejandro Baraj
714  Guadalupe Ortiz
715  Jocelyn Nava
716  Cristal Salinas
717  Martha Loneli
718  Zully Trejo
719  Cinthia Pineda
720  Jose Tores
721  Teresa Agave
722  Emanuel Gowz
723  Roberto Gonzalez
724  Elisa Andrade
725  Monica Ledello
726  Alicia Garcia
727  Rosa Marquez
728  Alicia Gonzalez
729  Lupita Vega
730  Antonio Navarro
731  Tania Cordova
732  Vanessa Ortiz
733  Rafael Juarez
734  Daniela H
735  Rosario Sarabia
736  Samantha Galaviz
Signees of Petitions in Support of the Proposed Roosevelt High School
Comprehensive Modernization Project

Total signees: 753

737 Ivan Soto
738 Anthony G
739 Brenda Mendez
740 Sceyty He
741 Henry Hernandez
742 Alexis Guerrero
743 Daniela Ginez
744 Yabril Azarc
745 Jacqueline Galvez
746 Jaime Hernandez
747 Janeth Echeverra
748 Maribel Rosas
749 Ashley Perez
750 Raul Godinez
751 Eduardo Montiel
752 Jesus Ortis
753 Letty Beltban
Please check all that apply / Por favor marque todos los que elija:

☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.

☐ I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / Creo que el edificio “R” representa 100 anos de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.

☐ I disapprove of demolishing the “R” building, “C” building and Japanese Garden. / Estoy en contra de el derribo de los edificios “R”, “C” y el Jardín Jopones de la Paz.

Draft Environmental Impact Report

☐ I disapprove of the Proposed Project siting (or design) of Roosevelt's main entrance on 4th Street because it will cause traffic congestion and safety issues. / Estoy en contra de la propuesta de ubicacion del proyecto (o disenyo) de la estrada principal de Roosevelt en 4th St. porque causara congestion del trafico y sera peligroso.

☐ I believe the total classrooms in the RHS Comp Mod can be built around campus without demolishing the “R” building. / Creo que el numero total de salones en el RHS Comp Mod se pueden construir alrededor del campus sin el derribo de el edificio “R”.

☐ I disapprove of the athletic facilities on Mott St. near 6th street because it is isolated and not safe for athletes who leave campus late. / Estoy en contra de las instalaciones deportivas en Mott y 6th porque esta aislado y no es seguro para los atletas que salen tarde.

Please include additional comments here / por favor incluya comentarios adicionales aqui:

[Signature/ Firma: ___ ]

Date/ fecha: [3/15/2018]

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envie sus comentarios antes de Marzo 23, 2018 a la siguiente direccion:

Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Paek

Or email written comments to: / o envie por correo electronico a:

CEOA-comments@lausd.net

subject line: / linea de tema: “RHS Comp Mod”
Please check all that apply/ Por favor marque todos los que eliga:

☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.

☐ I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / Creo que el edificio “R” representa 100 anos de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.

☐ I disapprove of demolishing the “R” building, “C” building and Japanese Garden. / Estoy en contra de el derribo de los edificios “R”, “C” y el Jardin Jopones de la Paz.

Draft Environmental Impact Report

☐ I disapprove of the Proposed Project siting (or design) of Roosevelt’s main entrance on 4th Street because it will cause traffic congestion and safety issues. / Estoy en contra de la propuesta de ubicacion del proyecto (o diseno) de la estrada principal de Roosevelt en 4th St. porque causara congestion del trafico y sera peligroso.

☐ I believe the total classrooms in the RHS Comp Mod can be built around campus without demolishing the “R” building. / Creo que el numero total de salones en el RHS Comp Mod se pueden constuir alrededor del campus sin el derribo de el edificio “R”.

☐ I disapprove of the athletic facilities on Mott St. near 6th street because it is isolated and not safe for athletes who leave campus late. / Estoy en contra de las instalaciones deportivas en Mott y 6th porque esta aislado y no es seguro para los atletas que salen tarde.

Please include additional comments here/ por favor incluya comentarios adicionales aqui:

[Signature/ Firma] Doralicia Cervantes [Date/ fecha] 03/20/2018

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envie sus comentarios antes de Marzo 23, 2018 a la siguiente direccion:

Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Pack

Or email written comments to: / o envie por correo electronico a:
CEQA-comments@lausd.net
subject line: / linea de tema: “RHS Comp Mod”
Please check all that apply/ Por favor marque todos los que elija:

☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / *Aprobo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.*

☐ I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / *Creo que el edificio “R” representa 100 anos de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.*

☐ I disapprove of demolishing the “R” building, “C” building and Japanese Garden. / *Estoy en contra de el derribo de los edificios “R”, “C” y el Jardin Jopones de la Paz.*

**Draft Environmental Impact Report**

☐ I disapprove of the Proposed Project siting (or design) of Roosevelt’s main entrance on 4th Street because it will cause traffic congestion and safety issues. / *Estoy en contra de la propuesta de ubicacion del proyecto (o diseo) de la estrada principal de Roosevelt en 4th St. porque causara congestion del trafico y sera peligroso.*

☐ I believe the total classrooms in the RHS Comp Mod can be built around campus without demolishing the “R” building. / *Creo que el numero total de salones en el RHS Comp Mod se pueden construir alrededor del campus sin el derribo de el edificio “R”.*

☐ I disapprove of the athletic facilities on Mott St. near 6th street because it is isolated and not safe for athletes who leave campus late. / *Estoy en contra de las instalaciones deportivas en Mott y 6th porque esta aislado y no es seguro para los atletas que salen tarde.*

Please include additional comments here / por favor incluya comentarios adicionales aqui:

**Please reconsider the destruction of the historical building at Roosevelt High School**

**Signature/ Firma:** [Signature]

**Date/ fecha:** 03/30/2018

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envi sus comentarios antes de Marzo 23, 2018 a la siguiente direccion:

Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Pack

Or email written comments to: / o envie por correo electronico a:

CFQA-comments@lausd.net

subject line: / linea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)
COMMENT CARD/TARJETA DE COMENTARIO for/ para
Roosevelt High School Comprehensive Modernization Project, SCH#2017101037
Proyecto de Modernización Integral de la Escuela Preparatoria de Roosevelt

Name/ Nombre: Maricela Cervantes
Affiliation/ Afiliación: Regional
Address/ Dirección: 2002 E 2nd St, LA, LA 90033
Comment for/ Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que elija:
☑ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.
☑ I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / Creo que el edificio “R” representa 100 anos de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.

Draft Environmental Impact Report

☑ I disapprove of the Proposed Project siting (or design) of Roosevelt’s main entrance on 4th Street because it will cause traffic congestion and safety issues. / Estoy en contra de la propuesta de ubicacion del proyecto (o diseno) de la estrada principal de Roosevelt en 4th St. porque causara congestion del trafico y sera peligroso.
☑ I believe the total classrooms in the RHS Comp Mod can be built around campus without demolishing the “R” building. / Creo que el numero total de salones en el RHS Comp Mod se pueden construir alrededor del campus sin el derribo de el edificio “R”.
☑ I disapprove of the athletic facilities on Mott St. near 6th street because it is isolated and not safe for athletes who leave campus late. / Estoy en contra de las instalaciones deportivas en Mott y 6th porque esta aislado y no es seguro para los atletas que salen tarde.

Please include additional comments here/ por favor incluya comentarios adicionales aqui:

As an Alumni, I am requesting that you reconsider the demolition of historical buildings.

Signature/ Firma: [Signature]
Date/ fecha: 03/21/2018

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envie sus comentarios antes de Marzo 23, 2018 a la siguiente direccion:

Los Angeles Unified School District
Office of Environmental Health and Safety
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CEQA-comments@lausd.net
subject line: / linea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)
COMMENT CARD/TARJETA DE COMENTARIO for/ para
Roosevelt High School Comprehensive Modernization Project, SCH#2017101037
Proyecto de Modernización Integral de la Escuela Preparatoria de Roosevelt

Name/ Nombre: 
Affiliation/ Afiliación: 
Address/ Dirección: 
Comment for/ Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que elija:

☑️ I approve the LAUSD proposed "Alternative 2" in the DEIR. Under alternative 2 the "R" building will be re-
habilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el
DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.

☑️ I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural
history, is a National Register-eligible historic building and should be preserved for future generations. / Creo
que el edificio “R” representa 100 anos de la historia multicultural de Boyle Heights, es elegible para
el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.

☑️ I disapprove of demolishing the “R” building, “C” building and Japanese Garden. / Estoy en contra el
derribo de los edificios “R”, “C” y el Jardin Japonés de la Paz.

Draft Environmental Impact Report

☑️ I disapprove of the Proposed Project siting (or design) of Roosevelt’s main entrance on 4th Street because it will cause
traffic congestion and safety issues./ Estoy en contra la propuesta de ubicacion del proyecto (o diseno) de la
estrada principal de Roosevelt en 4th St. porque causara congestión del tráfico y sera peligroso.

☑️ I believe the total classrooms in the RHS Comp Mod can be built around campus without demolishing the “R” building./
Creo que el numero total de salones en el RHS Comp Mod se pueden construir alrededor del campus sin el der-
ribo de el edificio “R”.

☑️ I disapprove of the athletic facilities on Mott St. near 6th street because it is isolated and not safe for athletes who leave
campus late. / Estoy en contra de las instalaciones deportivas en Mott y 6th porque esta aislado y no es seguro
para los atletas que salen tarde.

Please include additional comments here/ por favor incluya comentarios adicionales aqui:

[Handwritten note: Please reconsider the destruction of the historical buildings at Roosevelt High School]

Signature/ Firma: 
Date/ fecha: 03/20/2018

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envie sus
comentarios antes de Marzo 23, 2018 a la siguiente dirección:

Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Pack

Or email written comments to: / o envie por correo electronico a:
CEQA-comments@lausd.net

subject line: / linea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)

Name/ Nombre: Alejandra Salazar
Affiliation/ Afiliación:
Address/ Dirección: 2521 E 31st St LA CA 90033

Please check all that apply/ Por favor marque todos los que elija:

☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.

☐ I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / Creo que el edificio “R” representa 100 años de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.

☐ I disapprove of demolishing the “R” building, “C” building and Japanese Garden. / Estoy en contra de el derribo de los edificios “R”, “C” y el Jardin Jopones de la Paz.

☐ I disapprove of the Proposed Project siting (or design) of Roosevelt’s main entrance on 4th Street because it will cause traffic congestion and safety issues. / Estoy en contra de la propuesta de ubicacion del proyecto (o diseno) de la estrada principal de Roosevelt en 4th St. porqeu causara congestio del trafico y sera peligroso.

☐ I believe the total classrooms in the RHS Comp Mod can be built around campus without demolishing the “R” building. / Creo que el numero total de salones en el RHS Comp Mod se pueden construir alrededor del campus sin el derribo de el edificio “R”.

☐ I disapprove of the athletic facilities on Mott St. near 6th street because it is isolated and not safe for athletes who leave campus late. / Estoy en contra de las instalaciones deportivas en Mott y 6th porque esta aislado y no es seguro para los atletas que salen tarde.

Please include additional comments here / por favor incluya comentarios adicionales aqui:

---

Signature/ Firma: 
Date/ fecha: 3/1/2018

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envié sus comentarios antes de Marzo 23, 2018 a la siguiente dirección:

Los Angeles Unified School District
Office of Environmental Health and Safety
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Los Angeles, CA 90017
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subject line: / línea de tema: “RHS Comp Mod”
Please check all that apply/ Por favor marque todos los que eliga:

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☒ I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / Creo que el edificio “R” representa 100 años de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.

☒ I disapprove of demolishing the “R” building, “C” building and Japanese Garden. / Estoy en contra de el derrido de los edificios “R”, “C” y el Jardin Jopones de la Paz.

☐ I disapprove of the proposed Project siting (or design) of Roosevelt’s main entrance on 4th Street because it will cause traffic congestion and safety issues. / Estoy en contra de la propuesta de ubicacion del proyecto (o diseno) de la estrada principal de Roosevelt en 4th St. porque causara congestion del trafico y sera peligroso.

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

________________________________________________________________________

Signature/ Firma: [Signature]  Date/ Fecha: 3-12-18

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envie sus comentarios antes de Marzo 23, 2018 a la siguiente direccion:

Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Pack

Or email written comments to: / o envie por correo electronic a:

CEQA-comments@lausd.net

subject line: / linea de tema: “RHS Comp Mod”
Please check all that apply:/Por favor marque todos los que elija:

☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.

☐ I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / Creo que el edificio “R” representa 100 anos de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.

☐ I disapprove of demolishing the “R” building, “C” building and Japanese Garden. / Estoy en contra de el derribo de los edificios “R”, “C” y el Jardin Jopones de la Paz.

☐ I disapprove of the Proposed Project sitting (or design) of Roosevelt’s main entrance on 4th Street because it will cause traffic congestion and safety issues. / Estoy en contra de la propuesta de ubicacion del proyecto (o diseno) de la estrada principal de Roosevelt en 4th St. porque causara congestcion del trafico y sera peligroso.

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

________________________________________
Signature/ Firma: 

Date/ fecha: 3 - 7 - 18

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subject line: / linea de tema: “RHS Comp Mod”
Please check all that apply / Por favor marque todos los que elija:

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Draft Environmental Impact Report

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Please include additional comments here / por favor incluya comentarios adicionales aquí:

__________________________  ______________________________
Signature/ Firma:  Date/ fecha:
Draft Environmental Impact Report (DEIR)

COMMENT CARD/TARJETA DE COMENTARIO for/para
Roosevelt High School Comprehensive Modernization Project, SCH#2017101037
Proyecto de Modernización Integral de la Escuela Preparatoria de Roosevelt

Name/ Nombre: Amparo Garcia
Affiliation/ Afiliación: Miembro de la comunidad
Address/ Dirección: 3015 W. Eagle 90033
Comment for/ Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que eliga:

☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.

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Draft Environmental Impact Report

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

__________________________
Signature/ Firma:

Date/ fecha: 3/17/2018

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Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
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Attn: Edward Paek

Or email written comments to: o envie por correo electronico a:

CEQA-comments@lausd.net

subject line: / linea de tema: “RHS Comp Mod”
I approve the LAUSD proposed "Alternative 2" in the DEIR. Under alternative 2 the "R" building will be rehabilitated along with the modernization of RHS. / Apoyo la "Alternativa 2" que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio "R" sera rehabilitado en la modernizacion de RHS.

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I disapprove of demolishing the "R" building, "C" building and Japanese Garden. / Estoy en contra de el derrrito de los edificios "R", "C" y el Jardin Japonés de la Paz.

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

Signature/ Firma: ___________________________ Date/ fecha: 3/11/18

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Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attm: Edward Paek

Or email written comments to: / o envie por correo electronico a:
CEQA-comments@lausd.net
subject line: / linea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)
COMMENT CARD/TARJETA DE COMENTARIO for/para
Roosevelt High School Comprehensive Modernization Project, SCH#2017101037
Proyecto de Modernización Integral de la Escuela Preparatoria de Roosevelt

Name/ Nombre: Ana Sandaval
Affiliation/ Afiliación: Community Member
Address/ Dirección: 415th St. 90023
Comment for/ Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que elija:
☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.
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Draft Environmental Impact Report

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Please include additional comments here / por favor incluya comentarios adicionales aquí:

__________________________________________
Signature/ Firma: 
Date/ fecha: 03-11-2018

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Attn: Edward Paek

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CEQA-comments@lausd.net
subject line: / línea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)

COMMENT CARD/TARJETA DE COMENTARIO for/ para
Roosevelt High School Comprehensive Modernization Project, SCH#201701037
Proyecto de Modernización Integral de la Escuela Preparatoria de Roosevelt

Name/ Nombre: **MariaGalaviz**
Affiliation/ Afiliación: Community member/Alumni Parent
Address/ Dirección: 2830 E. 2nd St. LA, CA 90033
Comment for/ Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que elija:
☑ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be re-habilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.
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Draft Environmental Impact Report
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Please include additional comments here / por favor incluya comentarios adicionales aqui:

__________________________________________
Signature/ Firma: **[Signature]**
Date/ fecha: **3/11/18**

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Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Pack

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CEOA-comments@lausd.net
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Draft Environmental Impact Report

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Please include additional comments here/ por favor incluya comentarios adicionales aqui:

Signature/ Firma: Jesus Chavez Date/ fecha: 3-11-2018

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Los Angeles Unified School District
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subject line: / linea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)

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Date/ fecha: 3/1/2018

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Or email written comments to: / o envie por correo electronico a:
CEQA-comments@lausd.net
subject line: / linea de tema: “RHS Comp Mod”
![Image of the page]

**Draft Environmental Impact Report (DEIR)**

**Comment Card/Tarjeta de Comentario**

Roosevelt High School Comprehensive Modernization Project, SCH#2017/101037

Proyecto de Modernización Integral de la Escuela Preparatoria de Roosevelt

Name/ Nombre: [Signature]

Affiliation/ Afiliación: [Name]

Address/ Dirección: [Address]

Comment for/ Comentarios para CEQA:

Please check all that apply/ Por favor marque todos los que elija:

I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / 

**Apurob la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.**

I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / 

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I disapprove of demolishing the “R” building, “C” building and Japanese Garden. / 

**Estoy en contra de el derribo de los edificios “R”, “C” y el Jardin Japonese de la Paz.**

Draft Environmental Impact Report

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**Creo que el numero total de salones en el RHS Comp Mod se pueden construir alrededor del campus sin el derribo de el edificio “R”.**

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Signature/ Firma: [Signature]

Date/ Fecha: [Date]

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CEQA-comments@lausd.net

subject line: / línea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)
COMMENT CARD/TARJETA DE COMENTARIO for/para
Roosevelt High School Comprehensive Modernization Project, SCH#2017101037
Proyecto de Modernización Integral de la Escuela Preparatoria de Roosevelt

Name/ Nombre: Brandon Gonzales
Affiliation/ Afilicación: Community member
Address/ Dirección: 24th St. Roosevelt
Comment for/ Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que eliga:
☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehobilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.
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Draft Environmental Impact Report

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

Historic monuments matter for a reflection of past events.

Signature/ Firma: [Signature]
Date/ fecha: 3/11/18

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Draft Environmental Impact Report

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☐ I disapprove of the athletic facilities on Mott St. near 6th street because it is isolated and not safe for athletes who leave campus late. / Estoy en contra de las instalaciones deportivas en Mott y 6th porque esta aislado y no es seguro para los atletas que salen tarde.

Please include additional comments here / por favor incluya comentarios adicionales aquí:

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envie sus comentarios antes de Marzo 23, 2018 a la siguiente dirección:

Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Paek

Or email written comments to: / o envie por correo electrónico a:
CEQA-comments@lausd.net
subject line: / linea de tema: “RHS Comp Mod”
Please check all that apply/ Por favor marque todos los que elija:

☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.

☒ I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / Creo que el edificio “R” representa 100 anos de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.

☐ I disapprove of demolishing the “R” building, “C” building and Japanese Garden. / Estoy en contra de el derribo de los edificios “R”, “C” y el Jardin Jopones de la Paz.

Draft Environmental Impact Report

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

________________________________________
Signature/ Firma: JORGE RAMIREZ

Date/ fecha: MARCH 7, 2018

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envie sus comentarios antes de Marzo 23, 2018 a la siguiente direccion:

Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Paek

Or email written comments to: o envie por correo electronico a:
CEQA-comments@lausd.net
subject line: / linea de tema: “RHS Comp Mod”
Please check all that apply/ Por favor marque todos los que eliga:

☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be re-habilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.

☐ I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / Creo que el edificio “R” representa 100 anos de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.


Draft Environmental Impact Report

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

________________________________________________________________________________________

Signature/ Firma: [Signature] Date/ fecha: 5/7/2018

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envie sus comentarios antes de Marzo 23, 2018 a la siguiente direccion:

Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Paek

Or email written comments to: / o envie por correo electronico a: CFQA-comments@lausd.net

subject line: / linea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)
COMMENT CARD/TARJETA DE COMENTARIO for/ para
Roosevelt High School Comprehensive Modernization Project, SCH#2017101037
Proyecto de Modernización Integral de la Escuela Preparatoria de Roosevelt

Name/ Nombre: Ramon MECA
Affiliation/ Afiliación: 
Address/ Dirección: 2338 E. Lemon Ave L.A. CA 90033
Comment for/ Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que elija:

☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be re-habilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.

☐ I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / Creo que el edificio “R” representa 100 anos de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.

☐ I disapprove of demolishing the “R” building, “C” building and Japanese Garden. / Estoy en contra de el derribo de los edificios “R”, “C” y el Jardin Japonese de la Paz.

Draft Environmental Impact Report

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☐ I believe the total classrooms in the RHS Comp Mod can be built around campus without demolishing the “R” building. / Creo que el numero total de salones en el RHS Comp Mod se pueden construir alrededor del campus sin el derribo de el edificio “R”.

☐ I disapprove of the athletic facilities on Mott St. near 6th street because it is isolated and not safe for athletes who leave campus late. / Estoy en contra de las instalaciones deportivas en Mott y 6th porque esta aislado y no es seguro para los atletas que salen tarde.

Please include additional comments here / por favor incluya comentarios adicionales aqui:

[Signature/ Firma: ___________________________]
Date/ Fecha: 3/10/18

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envie sus comentarios antes de Marzo 23, 2018 a la siguiente direccion:

Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Paek

Or email written comments to: / o envie por correo electronico a:
CEQA-comments@lausd.net
subject line: / linea de tema: “RHS Comp Mod”
Please check all that apply/ Por favor marque todos los que elija:

- I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.
- I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / Creo que el edificio “R” representa 100 anos de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.

Draft Environmental Impact Report

- I disapprove of the Proposed Project siting (or design) of Roosevelt’s main entrance on 4th Street because it will cause traffic congestion and safety issues. / Estoy en contra de la propuesta de ubicacion del proyecto (o diseno) de la estrada principal de Roosevelt en 4th St. porque causara congestcion del trafico y sera peligroso.
- I believe the total classrooms in the RHS Comp Mod can be built around campus without demolishing the “R” building. / Creo que el numero total de salones en el RHS Comp Mod se pueden construir alrededor del campus sin el derribo de el edificio “R”.
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Please include additional comments here / por favor incluya comentarios adicionales aqui:


Signature/ Firma: 

Date/ fecha: 03-11-18

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envie sus comentarios antes de Marzo 23, 2018 a la siguiente direccion:

Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Paek

Or email written comments to: / o envie por correo electronico a:

CEQA-comments@lausd.net

subject line: / linea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)

I approve the LAUSD proposed "Alternative 2" in the DEIR. Under alternative 2 the "R" building will be rehabilitated along with the modernization of RHS. / Aprego la "Alternativa 2" que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio "R" sera rehabilitado en la modernizacion de RHS.

I believe the historic "R" building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / Creo que el edificio "R" representa 100 anos de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.

I disapprove of demolishing the "R" building, "C" building and Japanese Garden. / Estoy en contra del derribo de los edificios "R", "C" y el Jardin Japonese de la Paz.

Draft Environmental Impact Report

I disapprove of the Proposed Project sitting (or design) of Roosevelt's main entrance on 4th Street because it will cause traffic congestion and safety issues. / Estoy en contra de la propuesta de ubicacion del proyecto (o diseno) de la estrada principal de Roosevelt en 4th St. porque causara congestion del tráfico y sera peligroso.

I believe the total classrooms in the RHS Comp Mod can be built around campus without demolishing the "R" building. / Creo que el numero total de salones en el RHS Comp Mod se pueden construir alrededor del campus sin el derribo de el edificio "R".

I disapprove of the athletic facilities on Mott St. near 6th street because it is isolated and not safe for athletes who leave campus late. / Estoy en contra de las instalaciones deportivas en Mott y 6th porque esta aislado y no es seguro para los atletas que salen tarde.

Please include additional comments here / por favor incluya comentarios adicionales aquí:

__________________________
Signature/ Firma:            Date/ fecha: March 07, 2018

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envie sus comentarios antes de Marzo 23, 2018 a la siguiente dirección:

Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Paek

Or email written comments to: / o envie por correo electronico a:
CEQA-comments@lausd.net
subject line: / linea de tema: “RHS Comp Mod”
Please check all that apply/ Por favor marque todos los que elija:

☑️ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be re-habilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.

☑️ I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / Creo que el edificio “R” representa 100 anos de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios históricos y debe ser preservado para generaciones futuras.


Draft Environmental Impact Report

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

________________________________________
Signature/ Firma: ___________________________ Date/ fecha: 3 - a - 18

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CEQA-comments@lausd.net

subject line: / linea de tema: “RHS Comp Mod”
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I disapprove of demolishing the "R" building, "C" building and Japanese Garden. / **Estoy en contra de el derribo de los edificios "R", "C" y el Jardin Japonés de la Paz.**

Draft Environmental Impact Report

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

__________________________
Signature/ Firma: [Signature]

Date/ fecha: 3/10/2018

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Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Paek

Or email written comments to: / o envie por correo electronico a:
CEQA-comments@lausd.net

subject line: / linea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)

Please check all that apply/ Por favor marque todos los que elija:

☑ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernización de RHS.

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

---

Signature/ Firma: [Signature]
Date/ fecha: 3/5/18

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Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Paek

Or email written comments to: / o envie por correo electronico a: CEQA-comments@lausd.net
subject line: / line de tema: “RHS Comp Mod”
Name/ Nombre: Norma Serio
Affiliation/ Afiliación: 
Address/ Dirección: 2333 E. 4th St. Los Angeles CA 90033
Comment for/ Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que elija:
☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be re-habilitated along with the modernization of RHS. / Apuro de la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.
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Draft Environmental Impact Report

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Please include additional comments here/ por favor incluya comentarios adicionales aqui:

________________________________________
Signature/ Firma: 
Date/ fecha: 3/10/18

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envi sus comentarios antes de Marzo 23, 2018, a la siguiente direccion:

Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Paek

Or email written comments to: / o envie por correo electronico a:
CEQA-comments@lausd.net
subject line: / linea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)
COMMENT CARD/TARJETA DE COMENTARIO for/para
Roosevelt High School Comprehensive Modernization Project, SCH#201701037
Proyecto de Modernización Integral de la Escuela Preparatoria de Roosevelt

Name/ Nombre: Dyan Peraza
Affiliation/ Afiliación: Alumni & Community member
Address/ Dirección: Enrado St.
Comment for/ Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que elige:

☐ I approve the LAUSD proposed "Alternative 2" in the DEIR. Under alternative 2 the "R" building will be re-
habilitated along with the modernization of RHS. / Apruebo la "Alternativa 2" que LAUSD propuso en el
DEIR. En la Alternativa 2 el edificio "R" sera rehabilitado en la modernizacion de RHS.

☒ I believe the historic "R" building at Roosevelt is representative of 100 years of Boyle Heights multicultural
history, is a National Register-eligible historic building and should be preserved for future generations. / Creo
que el edificio "R" representa 100 anos de la historia multicultural de Boyle Heights, es elegible para
el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.

☒ I disapprove of demolishing the "R" building, "C" building and Japanese Garden. / Estoy en contra de el
derribro de los edificios "R", "C" y el Jardin Japones de la Paz.

Draft Environmental Impact Report

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Creo que el numero total de salones en el RHS Comp Mod se pueden construir alrededor del campus sin el derr-
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campus late. / Estoy en contra de las instalaciones deportivas en Mott y 6th porque esta aislado y no es seguro
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Please include additional comments here / por favor incluya comentarios adicionales aqui:

_________________________
Signature/ Firma: 

Date/ fecha: 3/11/18

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comentarios antes de Marzo 23, 2018 a la siguiente direccion:

Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Paek

Or email written comments to: / o envie por correo electronico a:
CEQA-comments@lausd.net
subject line: / linea de tema: “RHS Comp Mod"
Please check all that apply/ Por favor marque todos los que elige:

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☐ I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / Creo que el edificio “R” representa 100 anos de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.

☒ I disapprove of demolishing the “R” building, “C” building and Japanese Garden. / Estoy en contra de el derribo de los edificios “R”, “C” y el Jardin Japonese de la Paz.

Draft Environmental Impact Report

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

__________________________
Signature/ Firma: Ana Barrio

Date/ fecha: 3-11-18

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envie sus comentarios antes de Marzo 23, 2018 a la siguiente direccion:

Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Pack

Or email written comments to: / o envie por correo electronico a:
CEQA-comments@lausd.net
subject line: / linea de tema: “RHS Comp Mod”
Please check all that apply.

☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS.

☐ Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.

☐ I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations.

☐ Creo que el edificio “R” representa 100 anos de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.

☐ I disapprove of demolishing the “R” building, “C” building and Japanese Garden.

☐ Estoy en contra de el derribo de los edificios “R”, “C” y el Jardin Japones de la Paz.

Draft Environmental Impact Report

☐ I disapprove of the Proposed Project siting (or design) of Roosevelt’s main entrance on 4th Street because it will cause traffic congestion and safety issues.

☐ Estoy en contra de la propuesta de ubicacion del proyecto (o disenio) de la estrada principal de Roosevelt en 4th St. porque causara congestion del trafico y sera peligroso.

☐ I believe the total classrooms in the RHS Comp Mod can be built around campus without demolishing the “R” building.

☐ Creo que el numero total de salones en el RHS Comp Mod se pueden construir alrededor del campus sin el derribo de el edificio “R”.

☐ I disapprove of the athletic facilities on Mott St. near 6th street because it is isolated and not safe for athletes who leave campus late.

☐ Estoy en contra de las instalaciones deportivas en Mott y 6th porque esta aislado y no es seguro para los atletas que salen tarde.

Please include additional comments here.

Signature/ Firma: ____________________________ Date/ Fecha: 3-11-2018

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Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017

Or email written comments to:

CEQA-comments@lausd.net

subject line: “RHS Comp Mod”
Please check all that apply/ Por favor marque todos los que eliga:

☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.

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Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Paek

Or email written comments to: / o envie por correo electronico a:

CEQA-comments@lausd.net

subject line: / linea de tema: “RHS Comp Mod”
Please check all that apply/ Por favor marque todos los que elija:

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Draft Environmental Impact Report

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Office of Environmental Health and Safety  CEQA-comments@lausd.net  
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Los Angeles, CA 90017
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Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attr: Edward Pack

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Signature/ Firma: 

Date/ fecha: 3/11/18

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________________________________________________________________________________________________________

________________________________________________________________________________________________________

Signature/ Firma: __________________________ Date/ fecha: 3-11-18

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Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
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Attn: Edward Pack

Or email written comments to: / o envíe por correo electrónico a:
CEQA-comments@lausd.net

subject line: / línea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)

Please check all that apply: Por favor marque todos los que eliga:

☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.

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Please include additional comments here: / por favor incluya comentarios adicionales aqui:

Signature/ Firma:  
Date/ fecha:  3-10-18

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CEQA-comments@lausd.net

subject line: / linea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)
COMMENT CARD/TARJETA DE COMENTARIO for/ para
Roosevelt High School Comprehensive Modernization Project, SCH#2017-01-037
Proyecto de Modernización Integral de la Escuela Preparatoria de Roosevelt

Name/ Nombre:  José Tapia Papa de familia
Affiliation/ Afiliación:  Miembro de la Comunidad
Address/ Dirección:  2630 E. 3rd St. L.A. CA. 90033

Comment for/ Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que elija:
☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be re-habilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.
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Draft Environmental Impact Report

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Please include additional comments here/ por favor incluya comentarios adicionales aqui:

Que no queremos que derriben el edificio que lo renoven y lo areglen. Solamente.

Signature/ Firma:  José Tapia Papa de familia
Date/ fecha:  3-11-18

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333 South Beaudry Avenue, 21st Floor,
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Attn: Edward Park

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CEQA-comments@lausd.net
subject line: / linea de tema: “RHS Comp Mod”
Please check all that apply/ Por favor marque todos los que elija:

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Signature/ Firma: [Signature]

Date/ fecha: [Date]

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CEQA-comments@lausd.net

subject line: / linea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)
COMMENT CARD/TARJETA DE COMENTARIO for/ para
Roosevelt High School Comprehensive Modernization Project, SCH#2017101037
Proyecto de Modernización Integral de la Escuela Preparatoria de Roosevelt

Name/ Nombre: [Signature]
Affiliation/ Afiliación: [Blank]
Address/ Dirección: [Blank]
Comment for/ Comentarios para CEQA:

Please check all that apply/ Por favor marque todos los que eliga:
☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.
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Draft Environmental Impact Report

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

[Signature]  date: 11/18

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Attn: Edward Pack

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CEQA-comments@lausd.net
subject line: / linea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)
COMMENT CARD/TARJETA DE COMENTARIO for/ para
Roosevelt High School Comprehensive Modernization Project, SCH#2017/101037
Proyecto de Modernización Integral de la Escuela Preparatoria de Roosevelt

Name/ Nombre: Richard P Nakahira
Affiliation/ Afiliación: Alum
Address/ Dirección: 2109 1/2 E 2nd St Los Angeles
Comment for/ Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que elija:

☑ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be rehabilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

I went to Roosevelt High School and
I really think they should keep the school the way it was. Never change it for any thing to make it good memories.

Signature/ Firma: Richard P Nakahira Date/ fecha: 3-11-2018

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Signature/ Firma: [signature]

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Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Paek

Or email written comments to: / o envie por correo electronico a:
CEQA-comments@lausd.net
subject line: / linea de tema: “RHS Comp Mod”
Please check all that apply/ Por favor marque todos los que elija:

- I approve the LAUSD proposed "Alternative 2" in the DEIR. Under alternative 2 the "R" building will be rehabilitated along with the modernization of RHS. / Apruebo la "Alternativa 2" que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio "R" sera rehabilitado en la modernizacion de RHS.

- I believe the historic "R" building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / Creo que el edificio "R" representa 100 anos de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.

- I disapprove of demolishing the "R" building, "C" building and Japanese Garden. / Estoy en contra de el derribo de los edificios "R", "C" y el Jardin Japonese de la Paz.

Draft Environmental Impact Report

- I disapprove of the Proposed Project siting (or design) of Roosevelt's main entrance on 4th Street because it will cause traffic congestion and safety issues. / Estoy en contra de la propuesta de ubicacion del proyecto (o diseno) de la estada principal de Roosevelt en 4th St. porque causara congesticion del trafico y sera peligroso.

- I believe the total classrooms in the RHS Comp Mod can be built around campus without demolishing the "R" building. / Creo que el numero total de salones en el RHS Comp Mod se pueden construir alrededor del campus sin el derribo de el edificio "R".

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________________________________________________________________________

Signature/ Firma: [Signature] Date/ fecha: 3/11/2018

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I approve the LAUSD proposed "Alternative 2" in the DEIR. Under alternative 2 the "R" building will be rehabilitated along with the modernization of RHS. / \textit{Apoyo la "Alternativa 2" que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio "R" será rehabilitado en la modernización de RHS.}

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Draft Environmental Impact Report

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Signature/ Firma: ___________________________ Date/ fecha: 13/ March/ 18

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Draft Environmental Impact Report

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Draft Environmental Impact Report (DEIR)

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Disapprove of the Proposed Project sitting (or design) of Roosevelt's main entrance on 4th Street because it will cause traffic congestion and safety issues. / Estoy en contra de la propuesta de ubicación del proyecto (o diseño) de la estrada principal de Roosevelt en 4th St. porque causara congestión del tráfico y será peligroso.

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Please include additional comments here/ por favor incluya comentarios adicionales aquí:

Signature/ Firma: Blanca Ramirez Date/ fecha: 3-18-18

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Draft Environmental Impact Report

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Draft Environmental Impact Report (DEIR)

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subject line: / linea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)

Name/ Nombre: Javier Peraza
Affiliation/ Afiliaciόn: Community Member
Address/ Dirección: Savannah St.
Comment for/ Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que eliga:

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Please include additional comments here/ por favor incluya comentarios adicionales aquí:
All my children have grown to Roosevelt. I want my youngest to understand the importance and
history behind it.

Signature/ Firma: Javier Peraza
Date/ fecha: 3/16/18

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

Estoy en desacuerdo en que demoren los edificios ya que la RHS es una escuela de mucho historico.

Signature/ Firma: Esperanza Gómez          Date/ fecha: 3/16/18

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Signature/ Firma:  Date/ fecha:  3/15/18

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2. I believe the historic “R” building at Roosevelt is representative of 100 years of Boyle Heights multicultural history, is a National Register-eligible historic building and should be preserved for future generations. / Creo que el edificio “R” representa 100 anos de la historia multicultural de Boyle Heights, es elegible para el Registro Nacional de edificios historicos y debe ser preservado para generaciones futuras.


Draft Environmental Impact Report

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

Signature/ Firma: 

Date/ fecha: 3/ 5/ 18

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Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Pack

Or email written comments to: / o envie por correo electronico a:
CEQA-comments@lausd.net

subject line: / linea de tema: “RHS Comp Mod”
Please check all that apply/ Por favor marque todos los que elija:

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Signature/ Firma: ____________________________ Date/ fecha: 3/15/18

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CEQA-comments@lausd.net
subject line: / linea de tema: “RHS Comp Mod”
Draft Environmental Impact Report (DEIR)

Comment Card/Tarjeta de Comentario for:

Roosevelt High School Comprehensive Modernization Project, SCH#2017101037
Proyecto de Modernización Integral de la Escuela Preparatoria de Roosevelt

Name/Nombre: Jesus Eduardo Esqueda Hernandez
Affiliation/Afiliación: 
Address/Dirección: 2621 East 2nd street, LA, CA 90033
Comment for/Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que eliga:
☐ I approve the LAUSD proposed “Alternative 2” in the DEIR. Under alternative 2 the “R” building will be re-habilitated along with the modernization of RHS. / Apruebo la “Alternativa 2” que LAUSD propuso en el DEIR. En la Alternativa 2 el edificio “R” sera rehabilitado en la modernizacion de RHS.
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Draft Environmental Impact Report

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

________________________________________
Signature/Firma: J. Edu
________________________________________
Date/fecha: 03/15/2018

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Draft Environmental Impact Report

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

________________________________________
Signature/ Firma:

Date/ fecha: 3-15-18

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

________________________________________
Signature/ Firma: [Signature]

Date/ fecha: 5/15/18

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Or email written comments to: / o envie por correo electronico a:

CEQA-comments@lausd.net

subject line: / linea de tema: “RHS Comp Mod”
**Draft Environmental Impact Report (DEIR)**
**COMMENT CARD/TARJETA DE COMENTARIO for/para**
Roosevelt High School Comprehensive Modernization Project, SCH#2017101037
Proyecto de Modernización Integral de la Escuela Preparatoria de Roosevelt

Name/ Nombre: **RAMON GARCIA**
Affiliation/ Afiliación: **I WENT TO THIS SCHOOL IN 1970'S**
Address/ Dirección: **3124 E 32ST LA CA 90063**
Comment for/ Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que elija:

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

THAT IS SCHOOL IS THE PATRIMONIO OF MY CHILDREN AND FOR GENERATIONS TO COME TO PRESERVE IS A HISTORY ALIVE!

Signature/ Firma:        Date/ fecha:    **3-21-2018**

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Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017
Attn: Edward Paek

Or email written comments to: / o envie por correo electronico a:

CEQA-comments@lausd.net

subject line: / linea de tema: “RHS Comp Mod”
Name/ Nombre: MIGHT HIGASHI
Affiliation/ Afiliación: COMMUNITY MEMBER / GRADUATE OF RHS
Address/ Dirección: 3429 EXHUMAN STREET, LOS ANGELES, CA 90063

Please check all that apply/ Por favor marque todos los que eliga:

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TEMP PARLING PARK IS ALREADY A JUNGLE. PRESERVE THE HISTORY OF RHS WITHOUT CREATING THE COMMUNITY. WE SHOULD REHAB INSTEAD OF TOTAL MODERNIZATION.

Signature/ Firma: [signature] Date/ fecha: 03/23/18

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Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor,
Los Angeles, CA 90017

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CEOA-comments@lausd.net
(if desired cc rsagara@laconservancy.org).
subject line: / linea de tema: “RHS Comp MOD”
Name/ Nombre: 
Affiliation/ Afiliación: 
Address/ Dirección: 2706 E. Olympic St. Los Angeles CA. 
Comment for/ Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que elija:

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

Keep the murals & Chicano Education.

Signature/ Firma: 
Date/ fecha: 3-6-18

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Draft Environmental Impact Report (DEIR)

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Please include additional comments here / por favor incluya comentarios adicionales aqui:

I think it is important to keep historic buildings and close to fix things. Both can be done without demolishing the ”R Building” and the Japanese garden.

Signature/ Firma: [Signature]
Date/ fecha: 3/5/18

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Please include additional comments here: por favor incluya comentarios adicionales aqui:

[Handwritten comment: Creating a safe environment at Roosevelt, my sister and I were concerned with what was happening at Roosevelt. She began to start waking up to things that were going on. Roosevelt was not what she had expected. She lost her life. It is my sister and I hope that this school will be saved. We speak for our sister as well.

Signature/ Firma: [Handwritten signature] Date/ fecha: 4-9-18]

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envie sus comentarios antes de Marzo 23, 2018 a la siguiente direccion:

Los Angeles Unified School District
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333 South Beaudry Avenue, 21st Floor, Los Angeles, CA 90017

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Draft Environmental Impact Report (DEIR)

COMMENT CARD/TARJETA DE COMENTARIO

Roosevelt High School Comprehensive Modernization Project, SCH#2017101037
Proyecto de Modernización Integral de la Escuela Preparatoria de Roosevelt

Name/Nombre: Raquel Acosta
Affiliation/Affiliación: Roosevelt M.S.
Address/Dirección: 8563 Whittier Blvd., Whittier, CA 90605
Comment for/Comentarios para CEQA

Please check all that apply/ Por favor marque todos los que eliga:

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Draft Environmental Impact Report

☐ I disapprove of the Proposed Project sitting (or design) of Roosevelt’s main entrance on 4th Street because it will cause traffic congestion and safety issues. / Estoy en contra de la propuesta de ubicacion del proyecto (o diseño) de la entrada principal de Roosevelt en 4th St. porque causara congestion del trafico y sera peligroso.

☒ I believe the total classrooms in the RHS Comp Mod can be built around campus without demolishing the “R” building. / Creo que el numero total de salones en el RHS Comp Mod se pueden construir alrededor del campus sin el derribo del edificio “R”.

☐ I disapprove of the athletic facilities on Mott St. near 6th street because it is isolated and not safe for athletes who leave campus late. / Estoy en contra de las instalaciones deportivas en Mott y 6th porque esta aislada y no es seguro para los atletas que salen tarde.

Please include additional comments here / por favor incluya comentarios adicionales aqui:

My suite “Cecilia Gamboa” was removed at Roosevelt H.S. She was so concerned about what was happening at Roosevelt. She was starting to walk on this issue but unfortunately she lost her life to cancer before she could really fight for this.

Signature/Firma: [Signature]
Date/fecha: 4-9-18

All written comments and responses must be received no later than March 23, 2018, at the following address/ Envie sus comentarios antes de Marzo 23, 2018 a la siguiente dirección:

Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor

Or email written comments to: / o envíe por correo electrónico a:
CEQA-comments@lausd.net
(if desired cc: rsgara@laconservancy.org).
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017 

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CHECK ALL THAT APPLY

☐ Roosevelt Alumni  ☑ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE  

SIGNATURE / FIRME

3/6/2018
TO: Los Angeles Unified School District  
Attn: Edward Pack, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY
☐ Roosevelt Alumni  □ Boyle Heights Community  
☒ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE  Delmiro Gonzalez  
SIGNATURE / FIRME  Delmiro Gonzalez  
Date 3/18/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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---

**CHECK ALL THAT APPLY**

- [ ] Roosevelt Alumni  
- [ ] Boyle Heights Community  
- [ ] Roosevelt Parent/Family  
- [✓] Advocate for Civil Rights History

**PRINT NAME / NOMBRE**

Jazmin Martinez

**SIGNATURE / FIRME**

03/08/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY
☐ Roosevelt Alumni  ☐ Boyle Heights Community
☐ Roosevelt Parent/Family  ☑ Advocate for Civil Rights History

PRINT NAME / NOMBRE: Ana Hernández
SIGNATURE / FIRME: [Signature]

Date: 03/08/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY
☐ Roosevelt Alumni  ☑ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

Anne Orscheier  
PRINT NAME / NOMBRE

SIGNATURE / FIRME  
3 / 8 / 2018
TO: Los Angeles Unified School District  
Attn: Edward Peak, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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CHECK ALL THAT APPLY  
☐ Roosevelt Alumni  
☐ Boyle Heights Community  
☐ Roosevelt Parent/Family  
☐ Advocate for Civil Rights History  

PRINT NAME / NOMBRE  

SIGNATURE / FIRME  

3/7/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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CHECK ALL THAT APPLY
☐ Roosevelt Alumni  ☐ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

SIGNATURE / FIRMÁTURA

DATE / FECHA
5/01/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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CHECK ALL THAT APPLY
☐ Roosevelt Alumni  ☐ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☒ Advocate for Civil Rights History

PRINT NAME / NOMBRE
Fernando Ramirez

SIGNATURE / FIRME

3/08/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY  
☐ Roosevelt Alumni  ☐ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

Jaime Mata V.  
PRINT NAME / NOMBRE

Jaime Mata V.  
SIGNATURE / FIRME

03/05/2018
TO: Los Angeles Unified School District
Attn: Edward Paek, AICP
333 S Beaudry Avenue, 21st floor
Los Angeles CA, 90017

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Viola Marrugo
PRINT NAME / NOMBRE

Viola Marrugo
SIGNATURE / FIRME

02/28/2018

TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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Signed: [Signature]

PRINT NAME / NOMBRE

[Signature]

SIGNATURE / FIRME

02/28/2018

TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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---

**Meredith Flores**  
PRINT NAME / NOMBRE  

[Signature]

SIGNATURE / FIRME  

2 / 28 / 2018

TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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---

PRINT NAME / NOMBRE  
Julie Rojalada  
SIGNATURE / FIRME  
[Signature]

2/28/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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Marc Villa
PRINT NAME / NOMBRE

[Signature]
SIGNATURE / FIRME

2/8/2018
TO: Los Angeles Unified School District  
Attn: Edward Pack, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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TO: Los Angeles Unified School District  
Attn: Edward Pack, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY  
☐ Roosevelt Alumni  ☐ Boyle Heights Community  
☒ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE  
Mariela Bustos

SIGNATURE / FIRME  
Mariela Bustos  
03/05/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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Eloisa Galindo  
PRINT NAME / NOMBRE  
2/28/2018  
SIGNATURE / FIRME

TO: Los Angeles Unified School District  
Att: Edward Pack, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY

- ✔ Roosevelt Alumni
- ✔ Boyle Heights Community
- □ Roosevelt Parent/Family
- □ Advocate for Civil Rights History

PRINT NAME / NOMBRE

[Signature]

SIGNATURE / FIRME

[Signature] 3/5/2018
TO: Los Angeles Unified School District  
Attn: Edward Pack, AICP  
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CHECK ALL THAT APPLY

☑ Roosevelt Alumni  ☑ Boyle Heights Community  
☑ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE  
Rafael Zuniga

SIGNATURE / FIRME

Rafael Zuniga  
3/5/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY
- [ ] Roosevelt Alumni
- [X] Boyle Heights Community
- [ ] Roosevelt Parent/Family
- [X] Advocate for Civil Rights History

PRINT NAME / NOMBRE: Eduardo Gomez  
SIGNATURE / FIRME:  
DATE: 3/5/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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Según la Alternativa 2, el Edificio 1 permanecería y sería renovado. La renovación consistiría en actualizaciones sísmicas y de accesibilidad conforme la ADA, y de protección personal y seguridad contra incendios, a modo que reunir los requisitos actuales de la DSA y las normas del LAUSD en vigor. El propósito de esta alternativa es renovar el Edificio 1 y mantener tanto su carácter histórico como los aspectos del edificio que definan ese carácter, a modo de mitigar el impacto significativo inevitable relacionado con la pérdida de un recurso individual idóneo.

CHECK ALL THAT APPLY

☐ Roosevelt Alumni  ☐ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☑ Advocate for Civil Rights History

PRINT NAME / NOMBRE  
Alexis Reaza

SIGNATURE / FIRME  

03/05/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

I, the undersigned, join other parents, alumni, community members, and neighbors of Roosevelt High School in Boyle Heights, founded in 1922, in their support of “ALTERNATIVE 2,” a RECOMMENDED ALTERNATIVE included in the LAUSD Draft Environmental Impact Report. This alternative thoughtfully includes both modernization of the campus as well as the conservation and restoration of historic Building 1 (Building R) historic for the role it played in the Chicano movement of the 1960s and 1970s, an essential part of our neighborhood’s, our city’s, and our country’s Civil Rights History. I do not support the initial proposal by LAUSD which includes the demolition and erasure of this cultural asset.

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CHECK ALL THAT APPLY
- [ ] Roosevelt Alumni  
- [x] Boyle Heights Community  
- [ ] Roosevelt Parent/Family  
- [ ] Advocate for Civil Rights History

PRINT NAME / NOMBRE: Jesus Medrano

SIGNATURE / FIRME: 

03/15/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY
☐ Roosevelt Alumni  ☑ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

SIGNATURE / FIRME

Erica Lara

3/5/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY

☐ Roosevelt Alumni  ☐ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☑ Advocate for Civil Rights History

PRINT NAME / NOMBRE

Signature / Firma

5/1/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY
☐ Roosevelt Alumni  ☑ Boyle Heights Community
☐ Roosevelt Parent/Family  ☑ Advocate for Civil Rights History

PRINT NAME / NOMBRE

SIGNATURE / FIRME

3/5/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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---

CHECK ALL THAT APPLY

☐ Roosevelt Alumni  
☐ Boyle Heights Community  
☐ Roosevelt Parent/Family  
☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE  

______________________________  

SIGNATURE / FIRME  

______________________________  

3/5/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY  
☐ Roosevelt Alumni  ☐ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE  
Juan v. Figueroa

SIGNATURE / FIRME  
Juan v. Figueroa

03/16/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY

☐ Roosevelt Alumni  ☐ Boyle Heights Community  
☐ Roosevelt Parent/Family ☐ Advocate for Civil Rights History

Alize Cordinez  
PRINT NAME / NOMBRE  

Alize Cordinez  
SIGNATURE / FIRME  

06/14/2018
TO: Los Angeles Unified School District  
Attn: Edward Pack, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY

☐ Roosevelt Alumni  ☐ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

Jacqueline Avelino  3/14/2018  
PRINT NAME / NOMBRE

Jacqueline Avelino  3/14/2018  
SIGNATURE / FIRME
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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CHECK ALL THAT APPLY
- [x] Roosevelt Alumni  
- [x] Boyle Heights Community  
- [ ] Roosevelt Parent/Family  
- [x] Advocate for Civil Rights History

PRINT NAME / NOMBRE: Pamela McDuffie  
SIGNATURE / FIRME: Pamela McDuffie  
3/18/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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![Signature]

**PRINT NAME / NOMBRE**  
Aiesa K. Roberts

**SIGNATURE / FIRME**  
[Signature]

**CHECK ALL THAT APPLY**  
- [ ] Roosevelt Alumni  
- [x] Boyle Heights Community  
- [ ] Roosevelt Parent/Family  
- [x] Advocate for Civil Rights History

**DATE**  
03/18/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY

☐ Roosevelt Alumni  ☐ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

Joan Palmer

SIGNATURE / FIRME

[Signature]

3/18/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY

- [ ] Roosevelt Alumni  
- [ ] Boyle Heights Community  
- [x] Roosevelt Parent/Family  
- [ ] Advocate for Civil Rights History

**PRINT NAME / NOMBRE**

Maria T. Blancard

**SIGNATURE / FIRME**

Maria T. Blancard

3/18/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Alumni  ☐ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

Yesenia Cruz
PRINT NAME / NOMBRE

SIGNATURE / FIRME

3/18/2018
TO: Los Angeles Unified School District
Attn: Edward Pack, AICP
333 S Beaudry Avenue, 21st floor
Los Angeles CA, 90017

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CHECK ALL THAT APPLY
☐ Roosevelt Alumni  ☑ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

KEITH GRECO
PRINT NAME / NOMBRE

[Signature]
SIGNATURE / FIRME

3/12/2018
TO: Los Angeles Unified School District
Attn: Edward Paek, AICP
333 S Beaudry Avenue, 21st floor
Los Angeles CA, 90017

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[Signatures]

**CHECK ALL THAT APPLY**
- [ ] Roosevelt Alumni
- [X] Boyle Heights Community
- [ ] Roosevelt Parent/Family
- [ ] Advocate for Civil Rights History

PRINT NAME / NOMBRE

SIGNATURE / FIRME

3/18 / 2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
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![Signature]

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☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

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CHECK ALL THAT APPLY
- [ ] Roosevelt Alumni
- [x] Boyle Heights Community
- [ ] Roosevelt Parent/Family
- [ ] Advocate for Civil Rights History

PRINT NAME / NOMBRE: Emily García

SIGNATURE / FIRMA: Emily García

3/19/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Alumni  ☑ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

осососoso

SIGNATURE / FIRME

3 6 2018
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Los Angeles CA, 90017

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☐ Roosevelt Alumni  
☒ Boyle Heights Community  
☒ Roosevelt Parent/Family  
☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE: [Signature]  
SIGNATURE / FIRME: [Signature]  
Date: ___/___/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY

☐ Roosevelt Alumni  ☑ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE: Jesus R. Hernandez

SIGNATURE / FIRME: [Signature]

DATE: 3/18/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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Jaqueline Diaz Villalobos  
PRINT NAME / NOMBRE

CHECK ALL THAT APPLY  
☑ Roosevelt Alumni  ☑ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

SIGNATURE / FIRME  
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Los Angeles CA, 90017  

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CHECK ALL THAT APPLY

- [ ] Roosevelt Alumni  
- [ ] Boyle Heights Community  
- [ ] Roosevelt Parent/Family  
- [ ] Advocate for Civil Rights History  

**PRINT NAME / NOMBRE**

Omar Diaz  

**SIGNATURE / FIRME**

Omar Diaz  

3/18/2018
TO: Los Angeles Unified School District  
Attn: Edward Pack, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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☐ Roosevelt Alumni  ☑ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PATRICIA ROMERO  
PRINT NAME / NOMBRE

03/18/2018

PATRICIA ROMERO  
SIGNATURE / FIRME
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY  
☐ Roosevelt Alumni  ☑ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

```
Lucia Soto
PRINT NAME / NOMBRE

Lucia Soto
SIGNATURE / FIRME

5/18/2018
```
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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☐ Roosevelt Alumni  ☑ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History  

PRINT NAME / NOMBRE  
Rosa Rubalcaba  

SIGNATURE / FIRME  
Rosa Rubalcaba  

3/8/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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- [ ] Roosevelt Parent/Family  
- [ ] Advocate for Civil Rights History

**PRINT NAME / NOMBRE**

**IRMA RUBALCABA**

**SIGNATURE / FIRME**

**IRMA RUBALCABA 3/18/2018**
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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PRINT NAME / NOMBRE: Blanca Vallejo
SIGNATURE / FIRME: Blanca Vallejo

03/18/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
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☐ Roosevelt Alumni  ☑ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE: Rafaela Gonzalez  
SIGNATURE / FIRME: Rafaela Gonzalez 3/14/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Alumni  ☐ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

MARIA AGUIRE  
PRINT NAME / NOMBRE

MONICA COX  
SIGNATURE / FIRME

3/14/2018
TO: Los Angeles Unified School District
Attn: Edward Pack, AICP
333 S Beaudry Avenue, 21st floor
Los Angeles CA, 90017

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CHECK ALL THAT APPLY

- [ ] Roosevelt Alumni  
- [x] Boyle Heights Community  
- [ ] Roosevelt Parent/Family  
- [ ] Advocate for Civil Rights History

PRINT NAME / NOMBRE

Signature / FIRME

3/14/2018
TO: Los Angeles Unified School District
Attn: Edward Paek, AICP
333 S Beaudry Avenue, 21st floor
Los Angeles CA, 90017

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☐ Roosevelt Alumni   ☑ Boyle Heights Community
☐ Roosevelt Parent/Family   ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE
Ana Holguín

SIGNATURE / FIRME
Ana Holguín

3/14/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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PRINT NAME / NOMBRE

SIGNATURE / FIRMEE

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Los Angeles CA, 90017

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CHECK ALL THAT APPLY
- [ ] Roosevelt Alumni
- [x] Boyle Heights Community
- [ ] Roosevelt Parent/Family
- [ ] Advocate for Civil Rights History

PRINT NAME / NOMBRE: Maria Ramos

SIGNATURE / FIRME: [Signature]

DATE: 03/14/2018
TO: Los Angeles Unified School District  
Attn: Edward Pack, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Alumni  ☐ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

Enrique Olgun  
PRINT NAME / NOMBRE

Signature / Firmé  
3 / 14 / 2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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[Signature]

CHECK ALL THAT APPLY

☐ Roosevelt Alumni  
☒ Boyle Heights Community  
☐ Roosevelt Parent/Family  
☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE: Gabriel Hernandez

SIGNATURE / FIRMÉ:  

3/14/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Alumni  
☑ Boyle Heights Community  
☐ Roosevelt Parent/Family  
☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE  
Macarena Fernandez

SIGNATURE / FIRME  
Macarena Fernandez  
3/18/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
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PRINT NAME / NOMBRE: [Signature]

SIGNATURE / FIRME: [Signature] 3/14/2018
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PRINT NAME / NOMBRE

Ña Maria Morales

SIGNATURE / FIRME

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☐ Roosevelt Alumni  ☐ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE: LOURDES ALBARRAN

SIGNATURE / FIRME: 

DATE: 3/14/2018
TO: Los Angeles Unified School District
Attn: Edward Paek, AICP
333 S Beaudry Avenue, 21st floor
Los Angeles CA, 90017

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Rosa Gomes
PRINT NAME / NOMBRE

CHECK ALL THAT APPLY
☐ Roosevelt Alumni  ☑ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

SIGNATURE / FIRME  3/14/2018
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PRINT NAME / NOMBRE  

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03/14/2018
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☐ Roosevelt Parent/Family  ☑ Advocate for Civil Rights History

PRINT NAME / NOMBRE: Anamartín Gonzalez  
SIGNATURE / FIRME: Anamartín Gonzalez  
DATE: 03/14/2018
TO: Los Angeles Unified School District  
Att: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
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[Signature]

Willy Valencia

Roosevelt Alumni  Boyle Heights Community  Roosevelt Parent/Family  Advocate for Civil Rights History

PRINT NAME / NOMBRE

Kirsten

SIGNATURE / FIRME

3/17/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Alumni  ☐ Boyle Heights Community
☒ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

SIGNATURE / FIRME

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☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE
Jim Choo tapan

SIGNATURE / FIRME
3/12/2018
TO: Los Angeles Unified School District
Attn: Edward Paek, AICP
333 S Beaudry Avenue, 21st floor
Los Angeles CA, 90017

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**CHECK ALL THAT APPLY**
- Roosevelt Alumni
- Boyle Heights Community
- Roosevelt Parent/Family
- Advocate for Civil Rights History

PRINT NAME / NOMBRE
Christian Campos

SIGNATURE / FIRME

03/17/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
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Los Angeles CA, 90017  

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☑ Boyle Heights Community  
☐ Roosevelt Alumni  
☐ Roosevelt Parent/Family  
☐ Advocate for Civil Rights History

**PRINT NAME / NOMBRE**  
Patricia Saucedo

**SIGNATURE / FIRME**  
Patricia Saucedo  
3/17/2018
TO: Los Angeles Unified School District  
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PRINT NAME / NOMBRE  
Janisse De la Cruz

SIGNATURE / FIRME  
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☐ [ ] Roosevelt Parent/Family  ☑ Advocate for Civil Rights History

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CHECK ALL THAT APPLY

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☐ Roosevelt Parent/Family  ☑ Advocate for Civil Rights History

**PRINT NAME / NOMBRE**  
Dolmy Valencia

**SIGNATURE / FIRME**  
[Signature]

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CHECK ALL THAT APPLY
☐ Roosevelt Alumni  ☒ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

SIGNATURE / FIRME

3/17/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY
- [x] Roosevelt Alumni  
- [x] Boyle Heights Community  
- [ ] Roosevelt Parent/Family  
- [ ] Advocate for Civil Rights History

PRINT NAME / NOMBRE

SIGNATURE / FIRME

3/19/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY  
☐ Roosevelt Alumni  ☑ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE  
Jennifer Barahona

SIGNATURE / FIRME  
3/17/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY

- [ ] Roosevelt Alumni
- [ ] Boyle Heights Community
- [ ] Roosevelt Parent/Family
- [ ] Advocate for Civil Rights History

PRINT NAME / NOMBRE: Kathy Barahona

SIGNATURE / FIRME: [Signature]

Date: 3/17/2018
TO: Los Angeles Unified School District
Attn: Edward Paek, AICP
333 S Beaudry Avenue, 21st floor
Los Angeles CA, 90017

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CHECK ALL THAT APPLY
☐ Roosevelt Alumni ☐ Boyle Heights Community
☐ Roosevelt Parent/Family ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

SIGNATURE / FIRME

3/1/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY
☐ Roosevelt Alumni  ☐ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

SIGNATURE / FIRME

MAR/17/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☑️ Roosevelt Alumni  ☑️ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☑️ Advocate for Civil Rights History

PRINT NAME / NOMBRE

SIGNATURE / FIRME

03/14/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY
- Roosevelt Alumni  
- Boyle Heights Community  
- Roosevelt Parent/Family  
- Advocate for Civil Rights History

PRINT NAME / NOMBRE: Gisela Campos  
SIGNATURE / FIRME: Gisela Campos  
DATE: 3/17/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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CHECK ALL THAT APPLY

☑ Roosevelt Alumni  ☑ Boyle Heights Community  
☑ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

[Signature]

SIGNATURE / FIRME

[Signature]  7/17/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Alumni  ☑ Boyle Heights Community  ☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE
[Signature]

SIGNATURE / FIRME  
[Signature]  
17/03/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Alumni  
☐ Boyle Heights Community  
☐ Roosevelt Parent/Family  
☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

signature / FIRME

3/24/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY
☐ Roosevelt Alumni  ☐ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

Jorge Arti
PRINT NAME / NOMBRE

[Signature]
SIGNATURE / FIRME

3/12/18 2018
TO: Los Angeles Unified School District  
Attn: Edward Pack, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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☐ Roosevelt Alumni  ☐ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

SIGNATURE / FIRME

DATE / FECHA: 4/23/2018
TO: Los Angeles Unified School District
Attn: Edward Paek, AICP
333 S Beaudry Avenue, 21st floor
Los Angeles CA, 90017

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CHECK ALL THAT APPLY

 indifferent

☐ Roosevelt Alumni  ☐ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

SIGNATURE / FIRME

3/23/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY

☐ Roosevelt Alumni  ☒ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

alfred lopez

SIGNATURE / FIRME

misty jimi

3/20/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Alumni  ☑ Boyle Heights Community
☐ Roosevelt Parent/Family  ☑ Advocate for Civil Rights History

PRINT NAME / NOMBRE

Max Coronado

SIGNATURE / FIRME

3 / 21 / 2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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☐ Roosevelt Alumni ☒ Boyle Heights Community  
☐ Roosevelt Parent/Family ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE  

SIGNATURE / FIRME  

3/21/2018
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CHECK ALL THAT APPLY

- [ ] Roosevelt Alumni
- [X] Boyle Heights Community
- [ ] Roosevelt Parent/Family
- [ ] Advocate for Civil Rights History

PRINT NAME / NOMBRE

[Signature]

SIGNATURE / FIRME

3/22/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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CHECK ALL THAT APPLY
☐ Roosevelt Alumni  ☐ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE: Ricardo Ramos  
SIGNATURE / FIRME:  
DATE: 1/2018
TO: Los Angeles Unified School District
Attn: Edward Paek, AICP
333 S Beaudry Avenue, 21st floor
Los Angeles CA, 90017

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Griselda Pantoya
PRINT NAME / NOMBRE

Griselda Pantoya
SIGNATURE / FIRME

CHECK ALL THAT APPLY
☐ Roosevelt Alumni  ☑ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

6/3/20/2018
TO: Los Angeles Unified School District
Attn: Edward Paek, AICP
333 S Beaudry Avenue, 21st floor
Los Angeles CA, 90017

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CHECK ALL THAT APPLY
☐ Roosevelt Alumni  ☒ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

SIGNATURE / FIRME

03/20/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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CHECK ALL THAT APPLY  
☐ Roosevelt Alumni  ☐ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

Francisco J. Perez  
PRINT NAME / NOMBRE  

3/20/2018  
SIGNATURE / FIRME
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY

- [ ] Roosevelt Alumni  
- [ ] Boyle Heights Community  
- [ ] Roosevelt Parent/Family  
- [ ] Advocate for Civil Rights History

**PRINT NAME / NOMBRE**

Julia C. Perez

**SIGNATURE / FIRME**

Julia C. Perez

3/20/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Alumni  ☑ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

Cecilia L. Gomez

SIGNATURE / FIRME

Cecilia L. Gomez  

3/20/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Alumni  
☐ Boyle Heights Community  
☐ Roosevelt Parent/Family  
☐ Advocate for Civil Rights History

**PRINT NAME / NOMBRE**

Diana Arias

**SIGNATURE / FIRME**

Diana Arias  

3/20/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Alumni  ☐ Boyle Heights Community

☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

Joanna Vasquez

SIGNATURE / FIRME

3 / 20 / 2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Boyle Heights Community  
☐ Roosevelt Parent/Family  
☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

Edwarro Robles

SIGNATURE / FIRME

Edwarro Robles

3 / 20 / 2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

**PRINT NAME / NOMBRE**

Kevin Vega

**SIGNATURE / FIRME**

3/10/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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- [ ] Roosevelt Alumni  
- [X] Boyle Heights Community  
- [ ] Roosevelt Parent/Family  
- [ ] Advocate for Civil Rights History

**PRINT NAME / NOMBRE**
Maria Zaraté

**SIGNATURE / FIRME**
Maria Zaraté

3/20/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

**PRINT NAME / NOMBRE**  
Christina Reyna

**SIGNATURE / FIRME**  
Christina Reyna

3/20 / 2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE  
Salvador M. Meléndez

SIGNATURE / FIRME  
Salvador M. Meléndez  
3/26/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Boyle Heights Community  
☐ Roosevelt Parent/Family  
☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE  
Esperanza Lecos

SIGNATURE / FIRME  
Esperanza Lecos

______/______/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

Selma V. Martínez

PRINT NAME / NOMBRE

SIGNATURE / FIRME

3/30/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

I, the undersigned, join other parents, alumni, community members, and neighbors of Roosevelt High School in Boyle Heights, founded in 1922, in their support of “ALTERNATIVE 2,” a RECOMMENDED ALTERNATIVE included in the LAUSD Draft Environmental Impact Report. This alternative thoughtfully includes both modernization of the campus as well as the conservation and restoration of historic Building 1 (Building R) historic for the role it played in the Chicano movement of the 1960s and 1970s, an essential part of our neighborhood’s, our city’s, and our country’s Civil Rights History. I do not support the initial proposal by LAUSD which includes the demolition and erasure of this cultural asset.

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CHECK ALL THAT APPLY  
☐ Roosevelt Alumni  ☑ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

Aurora Ceravantes  
PRINT NAME / NOMBRE

signature / FIRMÉ  
3/20/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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[Signature]

CHECK ALL THAT APPLY

☐ Roosevelt Alumni  ☑ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

Leticia Moran

SIGNATURE / FIRME

Leticia Moran  
3/22/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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[[Signature]]

PRINT NAME / NOMBRE

CHECK ALL THAT APPLY
- [ ] Roosevelt Alumni  
- [ ] Boyle Heights Community  
- [ ] Roosevelt Parent/Family  
- [ ] Advocate for Civil Rights History

SIGNATURE / FIRME

[Signature]

3/24/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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CHECK ALL THAT APPLY

- [x] Roosevelt Alumni  
- [ ] Boyle Heights Community  
- [ ] Roosevelt Parent/Family  
- [ ] Advocate for Civil Rights History

PRINT NAME / NOMBRE

Signature / FIRME

Alfredo Villegas  
3/22/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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______________________________
**Marina Morales**
PRINT NAME / NOMBRE

______________________________
**Marina Morales**
SIGNATURE / FIRME

CHECK ALL THAT APPLY
☑ Roosevelt Alumni  ☑ Boyle Heights Community
☑ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

03 / 20 / 2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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☐ Roosevelt Alumni  ☑ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE

Dennis Morales

SIGNATURE / FIRME

Dennis Morales

03/20/2018
TO: Los Angeles Unified School District  
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CHECK ALL THAT APPLY
☐ Roosevelt Alumni  ☐ Boyle Heights Community
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

David Morales
PRINT NAME / NOMBRE

Signature / FIRME

03/20/2018
TO: Los Angeles Unified School District  
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☐ Roosevelt Alumni ☑ Boyle Heights Community  
☐ Roosevelt Parent/Family ☐ Advocate for Civil Rights History

PRINT NAME / NOMBRE: GABRIELA SUÁREZ  
SIGNATURE / FIRME: [Signature]

CHECK ALL THAT APPLY  
[Signature] / 2018
TO: Los Angeles Unified School District
Attn: Edward Paek, AICP
333 S Beaudry Avenue, 21st floor
Los Angeles CA, 90017

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Cindy Gonzalez
PRINT NAME / NOMBRE

Cindy Gonzalez
SIGNATURE / FIRME

CHECK ALL THAT APPLY
☐ Roosevelt Alumni ☑ Boyle Heights Community
☐ Roosevelt Parent/Family ☐ Advocate for Civil Rights History

3/18/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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CHECK ALL THAT APPLY  
☐ Roosevelt Alumni  ☑ Boyle Heights Community  
☐ Roosevelt Parent/Family  ☐ Advocate for Civil Rights History

Ramiro Gonzalez  
PRINT NAME / NOMBRE

Ramiro Gonzalez  
SIGNATURE / FIRME

3/18/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
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**CHECK ALL THAT APPLY**
☐ Roosevelt Alumni  ☑ Boyle Heights Community
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**PRINT NAME / NOMBRE**

**SIGNATURE / FIRME**

Luis Andrade / 3/18 / 2018
TO: Los Angeles Unified School District
Attn: Edward Paek, AICP
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Los Angeles CA, 90017

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**CHECK ALL THAT APPLY**
- [x] Roosevelt Alumni
- [ ] Boyle Heights Community
- [ ] Roosevelt Parent/Family
- [ ] Advocate for Civil Rights History

**PRINT NAME / NOMBRE**
MARYLOU GONZALEZ

**SIGNATURE / FIRME**

**4 / 19 / 2018**
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017

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- [ ] Roosevelt Parent/Family
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**PRINT NAME / NOMBRE**

Gerardo Sanchez Jr

**SIGNATURE / FIRME**

Gerardo Sanchez

**03/19/2018**
TO: Los Angeles Unified School District  
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333 S Beaudry Avenue, 21st floor  
Los Angeles CA, 90017  

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☐ Roosevelt Alumni  
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PRINT NAME / NOMBRE  
GERARDO SÁNCHEZ JUAREZ  

SIGNATURE / FIRME  
GERARDO SÁNCHEZ JUAREZ 03/19/2018
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Attn: Edward Paek, AICP  
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☐ Roosevelt Alumni  ☑ Boyle Heights Community  
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PRINT NAME / NOMBRE

Jose Fernando Sánchez

SIGNATURE / FIRMES

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3/19/2018
TO: Los Angeles Unified School District  
Attn: Edward Paek, AICP  
333 S Beaudry Avenue, 21st floor  
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Juan Sanchez
PRINT NAME / NOMBRE

Juan Sanchez
SIGNATURE / FIRMÉ

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ALEXANDRA SANCHEZ
PRINT NAME / NOMBRE

ALEXANDRA SANCHEZ
SIGNATURE / FIRME

/ 2018
Committee to Defend Roosevelt/Defendamos la Escuela Roosevelt
Conserve, Enhance, Reclaim

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<td>p10 <a href="mailto:Jose.900@yaho.com">Jose.900@yaho.com</a></td>
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<td>Esperanza García</td>
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<td>Michael Guzman</td>
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<td></td>
<td>imalmartinez.icloud.com</td>
<td></td>
</tr>
<tr>
<td>MARGARITA B HERNANDEZ</td>
<td></td>
<td><a href="mailto:bmhsr12@ymail.com">bmhsr12@ymail.com</a></td>
<td>(323) 530-3521</td>
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<td>CECILIA LORA</td>
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Part
"Comprehensive Modernization Project," Roosevelt HS - Oppose demolition of buildings R, C, Heiwa-En
"Proyecto de Modernizacion Integral," Roosevelt HS - Oppuesto demolición de edificios R, C, Heiwa-En

Committee to Defend Roosevelt/ Defendamos la Escuela Roosevelt
Conserve, Enhance, Reclaim
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<td>Beatris Abalad6</td>
<td>AB</td>
<td>4655 S Boyle Ave</td>
<td>310-525-8273</td>
</tr>
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<td>JH</td>
<td>361 S. 86th St</td>
<td>323-510-1625</td>
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<td>2314 S. 5th</td>
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<td>Teresa Moraynas</td>
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SUponE22@gmail.com
PETITION

Date 1/29/2018

“Comprehensive Modernization Project,” Roosevelt HS – Oppose demolition of buildings R, C, Heiwa-En
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<td>Marlon Mazonic</td>
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"Comprehensive Modernization Project," Roosevelt HS - Oppose demolition of buildings R, C, Heiwa-En
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<td>810-920-8680 88</td>
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<td><a href="mailto:meganvoice13@yahoo.com">meganvoice13@yahoo.com</a></td>
<td>823-682-9592 88</td>
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<td>Ryana Carm</td>
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<tr>
<td>Christopher</td>
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Date: 1/27/2018

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**PETITION**

Date: 1/26/2018

"Comprehensive Modernization Project," Roosevelt HS – Oppose demolition of buildings R, C, Heiwa-En

"Proyecto de Modernizacion Integral," Roosevelt HS - Opuesto demolición de edificios R, C, Heiwa-En

**Committee to Defend Roosevelt/ Defendamos la Escuela Roosevelt**
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<td>1781 E 1st St #209</td>
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"Comprehensive Modernization Project," Roosevelt HS – Oppose demolition of buildings R, C, Heiwa-En
"Proyecto de Modernización Integral," Roosevelt HS - Opuesto demolición de edificios R, C, Heiwa-En

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<td>323-715-9747</td>
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PETITION

Date 12/8/2018

"Comprehensive Modernization Project." Roosevelt HS – Oppose demolition of buildings R, C, Heiwa-En 
"Proyecto de Modernizacion Integral," Roosevelt HS - Opuesto demolición de edificios R, C, Heiwa-En

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"Comprehensive Modernization Project," Roosevelt HS – Oppose demolition of buildings R, C, Heiwa-En
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PETITION

Date 1/28/2018

"Comprehensive Modernization Project,“ Roosevelt HS – Oppose demolition of buildings R, C, Heiwa-En
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"Comprehensive Modernization Project," Roosevelt HS – Oppose demolition of buildings R, C, Heiwa-En
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Committee to Defend Roosevelt/ Defendamos la Escuela Roosevelt
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<td>Ana Ramirez</td>
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<td>Nee Ramirez</td>
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PETITION

January 25, 2018

"Comprehensive Modernization Project;" Roosevelt HS – Oppose demolition of buildings R, C, Heiwa-En
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<td>Alejandro Hernandez</td>
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Date 1/28/2018

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Conservar, mejorar, recuperar
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"Comprehensive Modernization Project," Roosevelt HS – Oppose demolition of buildings R, C, Heiwa-En
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PETITION
January 25, 2018

"Comprehensive Modernization Project," Roosevelt HS – Oppose demolition of buildings R, C, Heiwa-En
"Proyecto de Modernización Integral," Roosevelt HS - Opuesto demolición de edificios R, C, Heiwa-En

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PETITION

Date 1/26/2018

"Comprehensive Modernization Project," Roosevelt HS - Oppose demolition of buildings R, C, Heiwa-En
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"Comprehensive Modernization Project," Roosevelt HS – Oppose demolition of buildings R, C, Heiwa-En
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<tr>
<td>Manuel Rosas</td>
<td>[Signature]</td>
<td>2701 Lunanvancust. 371 470 807</td>
<td>M. <a href="mailto:Rosas1007@yahoo.com">Rosas1007@yahoo.com</a></td>
</tr>
</tbody>
</table>
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Nosotros, los firmadores requerimos una junta muy importante con el LAUSD miembros para compartir nuestras preocupaciones.

1. Reunión Comunitaria, Sábado, 3 de Feb, 2018 9:30 AM. La Cafetería de Roosevelt HS

2. Reunión Pública, Miércoles, 21 de Feb, 2018 6pm. La Cafetería de Roosevelt HS

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<td>Richard Martinez</td>
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<td><a href="mailto:rmartinez2011@gmail.com">rmartinez2011@gmail.com</a></td>
<td>(213)743-6834</td>
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<td>Israel Rosas</td>
<td>Rosas</td>
<td><a href="mailto:isrosas80@gmail.com">isrosas80@gmail.com</a></td>
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<td><a href="mailto:carmenosorio@gmail.com">carmenosorio@gmail.com</a></td>
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<td><a href="mailto:deliajimenez@gmail.com">deliajimenez@gmail.com</a></td>
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Committee to Defend Roosevelt

Recipient: Los Angeles Unified School District

Letter:

Greetings,

Committee to Defend Roosevelt/ Defendamos la Escuela Roosevelt
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Los Angeles Unified School District
Office of Environmental Health & Safety

COMMENT CARD / TARJETA DE COMENTARIO

Draft Environmental Impact Report (DEIR)
Roosevelt High School Comprehensive Modernization Project
Borrador del Estudio de Impacto Ambiental (DEIR)
Proyecto de Modernización Integral de Preparatoria Roosevelt

Name / Nombre:  
Affiliation / Afiliación: 
Address / Dirección: 
Comments / Comentarios: The windows should be bullet proof.

Written comments must be received no later than March 23, 2018 at the following address:

LAUSD Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor, Los Angeles, CA 90017
Attn: Edward Paek

Email: CEOA-comments@lausd.net

Please include “Roosevelt Comp Mod” in the subject line

Incluya “Roosevelt Comp Mod” en la línea de asunto
Los Angeles Unified School District
Office of Environmental Health & Safety

COMMENT CARD / TARJETA DE COMENTARIO

Draft Environmental Impact Report (DEIR)
Roosevelt High School Comprehensive Modernization Project
Borrador del Estudio de Impacto Ambiental (DEIR)
Proyecto de Modernización Integral de Preparatoria Roosevelt

Name / Nombre: Arlene Sanchez
Affiliation / Afiliación: Stevenson Middle School
Address / Dirección:
Comments / Comentarios: I liked your school (future) I'm sure you guys will succeed very good

Written comments must be received no later than March 23, 2018 at the following address:

Envié sus comentarios antes de 23 de Marzo, 2018 a la siguiente dirección:

LAUSD Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor, Los Angeles, CA 90017
Attn: Edward Paek

Email: CEQA-comments@lausd.net
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Draft Environmental Impact Report (DEIR)
Roosevelt High School Comprehensive Modernization Project
Borrador del Estudio de Impacto Ambiental (DEIR)
Proyecto de Modernización Integral de Preparatoria Roosevelt

Name / Nombre: Alexia Jimenez
Affiliation / Afiliación: R.L. Stevenson M.S.
Address / Dirección:
Comments / Comentarios:

I liked the presentation because you informed us about what is gonna happen at our local high school. I liked the video because it helped me understand what Roosevelt will look like in the future. I like how it will be improved to create a more convenient school for high school students. I think it is worth the cost to make a modern, nice school.

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Draft Environmental Impact Report (DEIR)
Roosevelt High School Comprehensive Modernization Project
Borrador del Estudio de Impacto Ambiental (DEIR)
Proyecto de Modernización Integral de Preparatoria Roosevelt

Name / Nombre: Desteny Torc

Affiliation / Afiliación:

Address / Dirección: Robert Louis Stevenson

Comments / Comentarios:

I feel like they got to make the presentation more fun since it was kinda long and boring in some parts.

Written comments must be received no later than March 23, 2018 at the following address:

Envía su comentarios antes de 23 de Marzo, 2018 a la siguiente dirección:

LAUSD Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor, Los Angeles, CA 90017
Attn: Edward Pack

Email: CEOA-comments@lausd.net
Please include “Roosevelt Comp Mod” in the subject line

Incluya “Roosevelt Comp Mod” en la línea de asunto
Los Angeles Unified School District
Office of Environmental Health & Safety

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Name / Nombre: López, Christian
Affiliation / Afiliación: Stevenson Middle School
Address / Dirección:
Comments / Comentarios: It was a good presentation, I liked how they explained it

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Please include “Roosevelt Comp Mod” in the subject line
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NAME / NOMBRE: Mariana Ramirez

AFFILIATION / AFILIACION: Stevenson Middle School

ADDRESS / DIRECCIÓN: 725 Esperanza St, 90023 Los Angeles, CA

COMMENTS / COMENTARIOS: Why is everything made out of glass or have a lot of windows? It was a good presentation because it showed us what it will look like.

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Name / Nombre: Andrew Hernandez
Affiliation / Afiliación: Stevenson Middle School
Address / Dirección:

Comments / Comentarios: I feel like Roosevelt looks like a good school but I am not going there so it's not like it really matters to me but good for them to kind of modernize the high school.

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Name / Nombre: Jimmy Mendoza
Affiliation / Afiliación: Stevenson Middle School
Address / Dirección:
Comments / Comentarios:
I feel like Roosevelt is a good school for me to go to. Also, I want to go there because it is way more closer to my house and it sells you.

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Please include “Roosevelt Comp Mod” in the subject line
Incluya "Roosevelt Comp Mod" en la línea de asunto
Name / Nombre: Ashley Salas
Affiliation / Afiliación: 
Address / Dirección: RL Stevenson Middle School
Comments / Comentarios: I really like it but you guys are changing a whole lot and Roosevelt is very traditional and that's one of the reasons why people like Roosevelt. I like the building are a little too much and it's going to take long until it's all ready. But otherwise it's all good I guess!

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Name / Nombre:  Matthew B

Affiliation / Afiliación:

Address / Dirección:  Robert Louis Stevenson Middle School

Comments / Comentarios:  I like the addition of windows to the buildings.

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Please include “Roosevelt Comp Mod” in the subject line
Incluya "Roosevelt Comp Mod" en la línea de asunto
Name / Nombre: Brisa Villegas
Affiliation / Afiliación: Stevenson
Address / Dirección: Robert Louis Stevenson
Comments / Comentarios: I really liked your ideas but it is too crowded. It should be more spaced out. The windows should be bullet proof since all these shootings are happening. Overall the project is amazing.

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Name / Nombre: Rosa Bulas
Affiliation / Afiliación: Robert Louis Stevenson Middle School
Address / Dirección: 1005 Hicks Avenue
Comments / Comentarios: I like the design, it's really nice and moderate. Some changes is to build faster or before 2022.

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Name / Nombre: Rebecca Morales  
Affiliation / Afiliación: Robert Louis Stevenson Middle School  
Address / Dirección: 6101/2 Spence St  
Comments / Comentarios: I like the way they are designing Roosevelt. I think it should be built faster.  

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Name / Nombre: Amanda Sandoval

Affiliation / Afiliación: Robert Louis Stevenson Middle School

Address / Dirección: 360 E Wynwood Ln Los Angeles

Comments / Comentarios: What I really liked about the presentation is that I was very unique and I really like the fact that there is glass buildings. I would really like it to be built faster so I would really like to experience everything new when I go to Roosevelt High School.

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Name / Nombre: Chavez Marilyn
Affiliation / Afiliación: P.S. Stevenson Middle School
Address / Dirección: P.S. Stevenson Middle School
Comments / Comentarios:
The idea is great for the environment.

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Email: CEQA-comments@lausd.net  
Please include “Roosevelt Comp Mod” in the subject line  
Incluya “Roosevelt Comp Mod” en la línea de asunto
Name / Nombre: William Sanchez
Affiliation / Afiliación: Robert Louis Stevenson Middle School
Address / Dirección: 1315 Glenn Cross CT Apt #76 Los Angeles CA 90023
Comments / Comentarios: I think you guys should build the school faster because I'm leaving high school in 2022. The new re-model is perfect don't change anything.

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Name / Nombre: Viviana S. 
Affiliation / Afiliación: Stevenson Middle School 
Address / Dirección: ?

Comments / Comentario:
* I think the school will come out nice.

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Name / Nombre: Sasha Borrego
Affiliation / Afiliación: Stevenson Middle School
Address / Dirección: 
Comments / Comentarios: The windows should be bullet proof.

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Name / Nombre: Marco Ramirez
Affiliation / Afiliación: Q L, Stevenson Middle School
Address / Dirección: 
Comments / Comentarios: I was not prepared for the presentation

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Name / Nombre: Samantha Gomez
Affiliation / Afiliación: Stevenson Middle School
Address / Dirección:
Comments / Comentarios: I was not here.

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Name / Nombre: 

Affiliation / Afiliación: 

Address / Dirección: 

Comments / Comentarios: I was not present for this presentation

Written comments must be received no later than March 23, 2018 at the following address:

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Name / Nombre: Jenavie Perez
Affiliation / Afiliación:
Address / Dirección: 355 Sattingale
Comments / Comentarios: present

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EXPERIENCE ON HISTORIC SITES & BUILDINGS

DLR Group has been involved with additions, remodeling and renovations to numerous public facilities which entail not only ADA compliance, but sensitive additions to existing facilities which respect the physical and emotional legacy of the building and place while acknowledging future uses. We believe each building should be designed with an eye toward the future while representing the diversity of the community it serves.

We have often found this to be true when renovating schools that have served several generations of families: the school embodies the heart and soul of the community, any change is to be approached with sensitivity and respect.

DLR Group projects addressing historic sensitivity:
- LAUSD, Jordan High School Redevelopment
- Beverly Hills USD, Beverly Hills High School Modernization
- Beverly Hills USD, Hawthorne School
- Chaffey JUHSD, Chaffey High School Historical Assessment
- Los Angeles Memorial Coliseum Renovation
- University of Southern California Bovard Administration Building Renovation
- UCLA Kerckhoff Hall Historic and Seismic Renovation
- Pomona College Mason Hall Historic and Seismic Renovation

Saiful Bouquet has successfully worked with public and private clients on a wide range of historic or culturally significant projects. Our office has a collaborative approach to ensure a respectful treatment to preserve the historical significance of each building/site, and to optimize the functional and aesthetic qualities of the project. By strategically pin-pointing the areas of structure requiring seismic strengthening we are able to minimize the impact to existing on-going operations and preserve the building’s historic elements. Below is an overview of this experience:

- Macy’s on Lake, Pasadena, CA
- University of Southern California, North Science Building
- University of Southern California, Physical Education Building
- City of Los Angeles, Van Nuys City Hall
- 733 Front Street, San Francisco, CA
- University of Southern California, Mudd Hall of Philosophy
- University of Southern California, Webb Tower
- University of California - Riverside, Rouse Building - Culver Center for the Arts
- University of Southern California Bovard Administration Building
- Los Angeles Memorial Coliseum
- Pomona College Mason Hall Historic and Seismic Renovation
- UCLA Kerckhoff Hall Historic and Seismic Renovation
- Beverly Hills USD, Hawthorne School
- Chaffey JUHSD, Chaffey High School Historical Assessment
- Beverly Hills USD, Beverly Hills High School Modernization
- LAUSD, Jordan High School Redevelopment
- Beverly Hills USD, Beverly Hills High School Modernization
- Glendale High School Modernization, Glendale Unified School District
- Heritage Hoover High School Modernization, Glendale Unified School District
- CHS South Tower Seismic Renovation, UCLA
- Royce Hall, UCLA
- Griffith Observatory Expansion and Seismic Renovation, Los Angeles
- Pasadena City Hall, Seismic Renovation, Pasadena

CPO’s track record and successful results in anticipating, forecasting and communicating construction costs set us apart from other estimators. Our professional staff are trained as cost engineers and have both field and office experience; all are continuously augmenting their skills with ongoing training in conceptual and detailed estimating. Ciarán O’Halloran, who brings 36 years of experience with cost management services, leads all of our projects and supervises quality control through careful evaluation of the assumptions underlying our costing data as it is prepared. This close oversight and team effort is integral to our successful track record.

A certified small business (SBE), C. P. O’Halloran Associates has served healthcare, higher education, K-12 schools, science and technology institutions, public agencies, and residential and hospitality developers nationally since 1998, approximately 3000 constructon projects and 250 clients.

Recent Seismic and Historic Renovation Experience:
- Beverly Hills High School Modernization, Beverly Hills Unified School District
- Ambassador Hotel Reuse Seismic Study, Los Angeles Unified School District
- Glendale High School Modernization, Glendale Unified School District
- Herbert Hoover High School Modernization, Glendale Unified School District
- CHS South Tower Seismic Renovation, UCLA
- Royce Hall, UCLA
- Griffith Observatory Expansion and Seismic Renovation, Los Angeles
- Pasadena City Hall, Seismic Renovation, Pasadena

CLIENT
 LOS ANGELES UNIFIED SCHOOL DISTRICT
 456 S. MATHEWS STREET, LOS ANGELES CA 90017

EXPERIENCE ON HISTORIC SITES & BUILDINGS

PROJECT DIRECTORY AND EXPERIENCE ON HISTORIC SITES & BUILDINGS

0.1 PROJECT DIRECTORY AND EXPERIENCE ON HISTORIC SITES & BUILDINGS

BUILDING 1 ALTERNATE SEISMIC ANALYSIS PROJECT

DLR Group
EXECUTIVE SUMMARY

This analysis was prepared at the request of the Los Angeles Unified School District (District), to inform the development of a proposed Comprehensive Modernization project at Roosevelt High School. The analysis studies the opportunities and challenges involved in a possible seismic retrofit of Building 1 (also referred to as Building R) at Roosevelt High School in order to meet the District goal to provide a safe and healthy environment that promotes learning.

The State of California enacted Assembly Bill (AB) 300 in 1999, which required the Department of General Services to survey the State’s public school buildings (Kindergarten through grade 12) for earthquake safety and to submit a report of its findings to the Legislature. AB 300 identified 269 of the LAUSD’s nearly 13,000 buildings for seismic evaluation. In 2006, after further analyses by District staff, including site visits and field investigations, additional buildings were identified for seismic evaluation based upon AB 300 criteria and the District’s higher standards. Building 1 at Roosevelt High School was identified as one of the buildings which required seismic evaluations due to its seismic vulnerability.

Based on the seismic analysis contained in this report, Building 1 would require major seismic retrofits to be in compliance with ASC41-13, Certificate for Non-Compliant DSA Buildings. Many of the existing building structural elements are inadequate to resist the majority of the seismic forces rather than supplement the existing structural system. In order to perform the seismic retrofit work, demolition of the building would be required down to concrete, wood joists and roof framing. The seismic retrofit of Building 1 would require anchoring exterior brick walls to physically connect them to gunite/concrete walls to prevent dislodging under strong ground shaking to prevent falling hazards. Weak and inadequate roof/floor diaphragms and wall anchorages would require replacement along with added structural members and steel hardware because the existing assembly does not have adequate strength and connectivity to deliver forces to the vertical resisting elements. The existing walls do not have enough strength to effectively resist a seismic event and the walls do not have adequate means of delivering the lateral forces to the foundation. New 14 inch thick concrete shear walls bonded to the interior of the existing exterior wall assembly and foundation micro-piles would be required.

The building’s existing structural layout would restrict classroom proportions to an elongated and narrow shape. These restricted proportions do not support effective instruction when compared to classrooms that meet District design standards. These elongated classrooms would limit teaching wall visibility and result in reduced acoustical effectiveness due to the increased distance from the instructor to the student and limited flexible seating arrangements. The seismic retrofit work would result in an inefficient utilization of space by only 16 classrooms that meet California Department of Education (CDE) standards from the existing 48 under-sized classrooms. The remaining spaces and rooms would not meet the CDE standard for classrooms and would have to be used as specialized spaces or smaller support spaces. In addition, the required new concrete shear walls for the seismic retrofit work would block existing windows and compromise the amount of natural daylighting into the classroom.

At the auditorium, the required seismic retrofit work would have significant impacts to the existing configuration of the space. Demolition of a large portion of the ground floor would be required in order to install new 14 inch thick shear walls onto the new micro-piles and foundations. The work would require the removal and reconfiguration of the existing seats and would trigger Title 24 California Code of Regulations upgrades to seating, aisle widths, circulation and accessible ramps/slopes to meet current accessibility requirements. The existing balcony would require extensive demolition to provide for a new compliant floor to meet the code required load factors and to strengthen the existing diaphragm and improve the horizontal bracing connections at the walls. The existing ceilings in both the auditorium and lobby would have to be demolished down to the rafters and require seismic retrofitting to address the weak and inadequate roof diaphragms and wall anchorages. Due to the extensive seismic retrofit work, the existing stage, rigging and fly loft cannot be preserved and therefore would require demolition and replacement.

Building 1 played a key role in the 1968 East L.A. Chicano Student Walkouts. The proposed renovation work would include a historic replacement of the lobby, auditorium ceiling, and underside of balcony. These historic architectural features and characteristics would be preserved and have no significant change.
**Diagrammatic Plan Changes**

All existing interior walls to be removed with existing column structure and staircases to remain. General Classroom dimensions were dictated by the existing column structure with a main corridor running through the middle of the building. There is a total of sixteen (16) classrooms; breakdown of counts is as follows: zero (0) on the First Floor, eight (8) on the Second Floor and eight (8) on the Third Floor. All classrooms are 960 square feet, approximately 22'-3" x 43'-0". Remaining rooms were either dedicated to specialized spaces and/or not adequately sized for classroom instruction. Ed. Specs for General Classrooms are 960 sf with approximate dimensions of 30'-0" x 32'-0" and required ceiling height of 10'-0" A.F.F. Due to existing conditions, required ceiling heights of classrooms will not be met. In addition, the First Floor cannot house classrooms because the floor-to-floor height of 10'-6" would result in 7'-6" high ceilings.

**Accessibility Upgrades**

Accessible paths of travel to the building will be addressed in the Campus Master Plan. Minor upgrades include new accessible handrails to replace existing non-compliant handrails. A new elevator retrofit that complies with travel distance limits has been added. New restrooms were added to each floor with consideration to accessibility and plumbing fixture count requirements.

**Fire/Life/Safety Upgrades**

Under the current building code, the “highest” possible classification for the existing structural system would be Type IIIA; however, the building exceeds the current maximum allowable area for Type IIIA construction, both for each floor and for the overall building. The building will require a 2-hour vertical separation to be compliant with the maximum allowable area per current building code. Fire/Life/Safety upgrades include a new fire sprinkler system and fire alarm system replacement.

**Historical Significance Impact**

The 1936 and 1954 seismic strengthening projects removed almost all of the original 1922 extensive exterior design features. In addition, the exterior entrance to the lobby and some of the interior of the auditorium are the only remaining traces of the original design. These spaces will be replaced after the proposed renovation with historical architectural features matching the original design. New shear walls and foundations will be located on the interior side of the building to preserve the aesthetic of the exterior elevations and existing fenestrations.
2.1 GENERAL CLASSROOM LAYOUTS: LAUSD DESIGN GUIDE VS. AFTER BUILDING RETROFIT

LAUSD DESIGN GUIDE - EDUCATIONAL SPECIFICATION: GENERAL CLASSROOM (960 SQ. FT.)

TYPICAL GENERAL CLASSROOM LAYOUT AFTER BUILDING RETROFIT (960 SQ. FT.)

Negative Limitations to Typical General Classroom Layout After Building Retrofit:

- Existing column structure limits classroom dimensions on either side of the corridor to approx. 22'-0" W x 43'-0" L. This results in increased distance from instructor to students.
- Limited teaching wall visibility and sight lines due to the elongated and narrow room dimensions.
- Limited utilization and flexibility for active learning seating arrangements.
- Acoustics and listening conditions will be also impacted due to the elongated room dimension. Students seated towards the back of the classroom will not have equal accessibility to speech communication.
- Some classrooms will have compromised access to daylighting due to the new proposed shear walls.
2.2 PROPOSED RETROFIT - FIRST FLOOR PLAN TEST FIT
2.3 PROPOSED RETROFIT - SECOND FLOOR PLAN TEST FIT
2.4 PROPOSED RETROFIT - THIRD FLOOR PLAN TEST FIT

BUILDING 1 ALTERNATE SEISMIC ANALYSIS PROJECT

04.20.2018

THIRD FLOOR PLAN TEST FIT
2.5 PROPOSED RETROFIT - IMPACT OF NEW PROPOSED SHEAR WALLS ON EXTERIOR ELEVATIONS AND WINDOWS
PRELIMINARY STRUCTURAL EVALUATION NARRATIVE FOR MANDATORY SEISMIC UPGRADE

In December 2015, DLR and SBI issued an evaluation report for many of the existing campus buildings at the Roosevelt High School. The report, ASCE 41-13 Tier 2 Deficiency-Based Evaluation and Retrofit, summarized the team’s findings of the Tier 2 evaluation on three existing campus buildings, Building 1 (Auditorium and Classroom), Building 6 (Industrial Arts) and Building 19 (Gymnasium). The evaluation criterion was based on a 250-year earthquake event. The findings concluded that the buildings are candidates for voluntary seismic upgrade based on the discovered deficiencies.

Since the issuance of the noted report, LAUSD has requested that SBI provide a professional opinion as to the structural requirements for implementing a mandatory seismic upgrade on Building 1 (R), that would be in conformance with Part 10 of the 2016CAC. A scope of work was developed that utilizes the prior knowledge and expands on the previous evaluation to determine a conceptual seismic upgrade scheme that is based on the criteria of a mandatory seismic upgrade as defined by DSA and contained in Part 10 of 2016CAC. The seismic upgrade scheme would also incorporate the required renovation and modifications to the existing structure as determined by DLR.

Based on the findings from the 2015 study, it was determined that many of the buildings’ existing lateral resisting element did not meet the Tier 2, life-safety criteria contained in ASCE41-13 and stipulated by LAUSD. Building on this knowledge, a conceptual seismic strengthening scheme was developed considering that a mandatory seismic upgrade would need to take into account the enhanced performance objective of ASCE41-13 and CBC2016, which generally yields higher design forces, limitations on material strengths, detailing requirements on select elements and further defined load path and mechanism behaviors. Also noting that the 2015 study utilized a lower earthquake event (250-year) than that of the required design earthquake of CBC2016 (475-year), thus yielding higher seismic forces. It is important to also note that many of the existing building structural elements are inadequate to effectively contribute to the seismic resisting systems, and as a result they are being bypassed and not relied upon with the majority of the proposed upgrade work resisting 100% of the seismic forces rather than supplementing the existing systems.

As noted earlier above, the following improvements made herein are considering the mandatory seismic upgrade rather than voluntary. It is important to note the difference between voluntary versus mandatory. According to 2016CAC, voluntary modifications are acceptable to DSA as long as they do not adversely affect the structure and create a new unsafe condition (reduce lateral elements or increase the seismic mass – make building worse) when the cost exceeds $25,000, but not 50% of the replacement value (if costs exceed 50% the replacement value, then retrofit to “current code” is required). Therefore, mandated seismic upgrades, for a building will be required to be strengthened to meet minimum seismic design performance levels in accordance with Part 10 of 2016CBC – construed as “current code”. The following summarizes the findings of the study based on the aforementioned approach. Included are retrofit scope work items with supporting sketches that can be used for cost estimating. This current effort utilized our extensive knowledge of evaluating and retrofitting similar buildings as well as the knowledge gained from our previous studies. The proposed solution takes into account compliance with preserving the “character defining features” of the historically significant structure relative to the Secretary of the Interior’s preservation criteria. A geotechnical report specific to the proposed retrofit work scope was not available for reference; therefore, estimation of foundations was not feasible at this time.

Findings with Recommendations:

1. Exterior Wall Brick Anchorage: The existing exterior brick walls were original to the building and later reinforced with gunite/concrete from the exterior. There does not appear to be a physical connection of the masonry units to the gunite/concrete walls, the units may become dislodged under strong ground shaking that would be deemed a non-structural, falling hazard by DSA.
   Recommendation: It is recommended that the masonry units be anchored to gunite/concrete walls/piers with masonry veneer type anchorage at mortar joints from the interior. This would entail the removal and replacement of mortar joints.

2. Inadequate In-Plane Shear Resistance: The existing gunite/concrete shear walls do not have enough strength to effectively resist the anticipated seismic forces and maintain vertical carrying capabilities within proper deformation limits. Refer to item #6. The existing concrete and reinforcing grade have very low strengths.
   Recommendation: Install new concrete shear walls along with new foundations.

   Recommendation: Install out-of-plane wall anchorage system with installation of steel hardware from walls to floor/roof levels plus strengthening of floor and ceiling framing elements as needed.

4. Weak and Inadequate Roof/Floor Diaphragms: The existing wood sheathing does not have adequate strength to deliver forces to the vertical resisting elements – in conjunction with wall anchorage forces in item #3.
   Recommendation: Remove and replace 2nd floor and roof sheathing along with strengthening of framing elements, as needed. Provide diaphragm chord and shear transfer elements.

5. Incomplete/Inadequate Lateral Load Path (Delivery) at Floor/Roof Diaphragms to Shear Walls. The horizontal diaphragm connectivity to the vertical shear walls is lacking. In addition, the chord reinforcing at diaphragm boundaries is insufficient.
   Recommendation: Provide proper connectivity of horizontal to vertical lateral bracing elements via use of new shear transfer connections, drags, chords, in conjunction with above items.

6. Lack of Dowels from Shear Walls to Foundations: The existing shear walls do not have adequate dowels to deliver lateral forces to the footings. The walls are reinforced with diagonally placed bars that are not doweled into the footings for shear transfer. In addition, only half of the bars in each vertical flexural reinforcing element are doweled into the footings, thus only half of the flexural reinforcing provided is effective.
   Recommendation: Install new shear walls and foundations as noted above to bypass use of existing system elements.
7. **Incomplete/Disconnected Vertical Load Path at Roof to Shear Walls:** The roof diaphragm ratio exceeds the maximum allowed and should be reduced by cross shear walls that can be naturally connected to the existing interior shear walls.

*Recommendation:* Provide complete load path to connect roof diaphragms to tops of existing shear walls with wood framed cripple walls sheathed with plywood along with proper hardware. At existing cripple walls, provide plywood sheathing and hardware.

**Additional Non-Structural Code Upgrade Requirements:**

With any mandatory Code upgrade to an existing building, all the systems are to be upgraded to be compliant with "current Code". This relates to non-structural systems and elements such as MEP anchorage, support and bracing, ceiling framing and bracing, partition walls, etc.

As part of the proposed renovation work, the majority of the interior systems will be removed and replaced with updated items designed and installed in conformance with current Code. This is true for all the ceiling systems as they are non-compliant and would be required to be replaced in order to perform the structural work. This is also true of the existing auditorium ceiling system as the ceiling is not considered compliant with current Code and the retrofit work to be done on the roof framing will impact the ceiling.
As part of the 2015 study, 3-D linear dynamic computer modeling was performed of the buildings' structural lateral resisting elements. Seismic forces generated in the lateral elements were used to check against the element capacities to determine adequacy.
RHS BUILDING R – AUDITORIUM & CLASSROOM
PROPOSED STRUCTURAL SCOPE OF WORK
ALTERNATE MANDATORY SEISMIC UPGRADE CONCEPT

The following scope items are for the structural work, only. Any and all non-structural work items that would be required for installation/implementation of structural items are to also be considered.

Prepare cost estimate based on the following scope of work and in addition carry a 2% design contingency of the construction costs.

A geotechnical report was not provide for site or micro-site design capacities, thus size of foundations cannot be determined at this stage. Assume 8” diameter micropiles embedded 50ft into certified/competent soil.

General - Where Applicable:
- Tie/anchor all existing exterior brick/tile walls to existing concrete/gunite walls using veneer type anchor screw ties or epoxy dowels (remove mortar and set anchors).

NORTH END:

<table>
<thead>
<tr>
<th>Key Note</th>
<th>Scope Description</th>
<th>Ref. Sketch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basement/Foundation Level:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Tie/anchor all existing exterior brick/tile walls to existing concrete/gunite walls using veneer type anchor screw ties or epoxy dowels (remove mortar and set anchors).</td>
<td>SK-I, SK-A, SK-D</td>
</tr>
<tr>
<td>2</td>
<td>Enlarge existing foundations at new shotcrete walls (drill and epoxy dowels). Remove and replace existing slab-on-grade for foundation work.</td>
<td>SK-2, SK-B, SK-C</td>
</tr>
<tr>
<td>3</td>
<td>Install out-of-plane wall anchor system at brick/concrete walls comprised of bolted holdowns (or steel plates screwed to joists), epoxy anchor bolts, straps, blocking, etc. Develop anchor system into floor framing.</td>
<td>SK-3, SK-A, SK-C</td>
</tr>
<tr>
<td>4</td>
<td>Remove and replace existing roof sheathing with new plywood, fully blocked. Strengthen [sister] existing joints with new wood members at panel edges. Allow for repair/replacement of 30% existing wood framing members.</td>
<td>SK-4, SK-A, SK-C</td>
</tr>
<tr>
<td>14</td>
<td>New 14&quot; thick reinforced concrete shear walls [piers/spandrels/stem walls]. Where indicated, provide micro-site foundations with pile caps (enlarged footings – key note 62). Drill and epoxy dowel to existing gunite/concrete walls.</td>
<td>SK-5, SK-G, SK-D</td>
</tr>
<tr>
<td>First &amp; Second Floor Level:</td>
<td></td>
<td></td>
</tr>
<tr>
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</tr>
<tr>
<td>5</td>
<td>New 14&quot; thick reinforced concrete shear walls [piers/spandrels/stem walls]. Provide new steel drag collectors along existing wall with epoxy anchors. Drill and epoxy dowel to existing gunite/concrete walls.</td>
<td>SK-5, SK-G, SK-D</td>
</tr>
<tr>
<td>6</td>
<td>New drag/collector element [steel or concrete], bolted to shear walls.</td>
<td>SK-6, SK-A, SK-D</td>
</tr>
<tr>
<td>7</td>
<td>New 14&quot; thick reinforced concrete shear walls [piers/spandrels/stem walls]. Provide new steel drag collectors along existing wall with epoxy anchors. Drill and epoxy dowel to existing gunite/concrete walls.</td>
<td>SK-7, SK-A, SK-G</td>
</tr>
<tr>
<td>8</td>
<td>New 14&quot; thick reinforced concrete shear walls [piers/spandrels/stem walls]. Where indicated, provide micro-site foundations with pile caps (enlarged footings – key note 62). Drill and epoxy dowel to existing gunite/concrete walls.</td>
<td>SK-8, SK-A, SK-G</td>
</tr>
<tr>
<td>9</td>
<td>Strengthen existing brick/concrete walls.</td>
<td>SK-9, SK-A, SK-G</td>
</tr>
</tbody>
</table>

MIDDLE (Auditorium / Classroom):

<table>
<thead>
<tr>
<th>Key Note</th>
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<tbody>
<tr>
<td>Basement/Foundation Level:</td>
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<td></td>
</tr>
<tr>
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<td>SK-I, SK-A, SK-D</td>
</tr>
<tr>
<td>2</td>
<td>Enlarge existing foundations at new shotcrete walls (drill and epoxy dowels). Remove and replace existing slab-on-grade for foundation work.</td>
<td>SK-2, SK-B, SK-C</td>
</tr>
<tr>
<td>3</td>
<td>Install out-of-plane wall anchor system at brick/concrete walls comprised of bolted holdowns (or steel plates screwed to joists), epoxy anchor bolts, straps, blocking, etc. Develop anchor system into floor framing.</td>
<td>SK-3, SK-A, SK-C</td>
</tr>
<tr>
<td>4</td>
<td>Remove and replace existing roof sheathing with new plywood (top &amp; bottom), fully blocked. Strengthen [sister] existing joints with new wood members at panel edges. Allow for repair/replacement of 30% existing wood framing members.</td>
<td>SK-4, SK-A, SK-C</td>
</tr>
<tr>
<td>5</td>
<td>New 14&quot; thick reinforced concrete shear walls [piers/spandrels/stem walls]. Where indicated, provide micro-site foundations with pile caps (enlarged footings – key note 62). Drill and epoxy dowel to existing gunite/concrete walls.</td>
<td>SK-5, SK-G, SK-D</td>
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<tr>
<td>6</td>
<td>New drag/collector element [steel or concrete], bolted to shear walls.</td>
<td>SK-6, SK-A, SK-D</td>
</tr>
<tr>
<td>7</td>
<td>New 14&quot; thick reinforced concrete shear walls [piers/spandrels/stem walls]. Provide new steel drag collectors along existing wall with epoxy anchors. Drill and epoxy dowel to existing gunite/concrete walls.</td>
<td>SK-7, SK-A, SK-G</td>
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<tr>
<td>8</td>
<td>New drag/collector element [steel or concrete], bolted to shear walls.</td>
<td>SK-8, SK-A, SK-G</td>
</tr>
</tbody>
</table>

3.2 STRUCTURAL SCOPE OF WORK AND KEY NOTES
BUILDING 1 ALTERNATE SEISMIC ANALYSIS PROJECT
D4.2018

14
### 3.2 STRUCTURAL SCOPE OF WORK AND KEY NOTES

**Second Floor / Balcony Level:**

<table>
<thead>
<tr>
<th>3</th>
<th>Install out-of-plane wall anchor system at brick/concrete walls comprised of bolted holdowns (or steel plates screwed to joists), epoxy anchor bolts, straps, blocking, etc. Develop anchor system into floor framing.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>See note #1 - First / Balcony Floor Level</td>
</tr>
<tr>
<td>5</td>
<td>Remove and replace existing floor sheathing with new plywood (top &amp; bottom), fully blocked. Strengthen (sister) existing joints with new wood members at panel edges. Allow for repair/replacement of 30% existing wood framing members.</td>
</tr>
<tr>
<td>9</td>
<td>Provide diaphragm shear transfer connections at brick/concrete walls with new steel angle bolted to wall with expansion/epoxy bolts and epoxy bolts to slab. Install continuous steel angle with epoxy anchor bolts to act as diaphragm chord reinforcing and drag/collection to new shear walls. SK-B SK-A SK-B SK-C</td>
</tr>
<tr>
<td>11</td>
<td>New drag/collector element (steel or concrete), bolted to shear walls.</td>
</tr>
<tr>
<td>15</td>
<td>New 14” thick reinforced concrete shear walls (pier/spandrel/stem walls). Provide new steel drag collectors along existing wall with epoxy anchors. Drill and epoxy dowel to existing pier/concrete wall.</td>
</tr>
</tbody>
</table>

**Roof Level:**

<table>
<thead>
<tr>
<th>3</th>
<th>Install out-of-plane wall anchor system at brick/concrete walls comprised of bolted holdowns (or steel plates screwed to joists), epoxy anchor bolts, straps, blocking, etc. Develop anchor system into roof framing.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Remove and replace existing roof sheathing with new plywood (top &amp; bottom), fully blocked. Strengthen (sister) existing joints with new wood members at panel edges (top &amp; bottom). Allow for repair/replacement of 30% existing wood framing members.</td>
</tr>
<tr>
<td>9</td>
<td>Provide diaphragm shear transfer connections at brick/concrete walls with new steel angle bolted to wall with expansion/epoxy bolts and epoxy bolts to slab. Install continuous steel angle with epoxy anchor bolts to act as diaphragm chord reinforcing and drag/collection to new shear walls. SK-9 SK-10 SK-B SK-C</td>
</tr>
<tr>
<td>11</td>
<td>New drag/collector element (steel or concrete), bolted to shear walls.</td>
</tr>
<tr>
<td>15</td>
<td>New 14” thick reinforced concrete shear walls (pier/spandrel/stem walls). Provide new steel drag collectors along existing wall with epoxy anchors. Drill and epoxy dowel to existing pier/concrete wall.</td>
</tr>
<tr>
<td>18</td>
<td>Creek new wood stud cripple walls sheathed with plywood at tops of existing concrete walls. Connect to concrete walls and to roof sheathing.</td>
</tr>
</tbody>
</table>

**Exterior Walls:**

<table>
<thead>
<tr>
<th>2</th>
<th>Enlarge existing foundations at new shear walls (drill and epoxy dowels). Remove and replace existing slab-on-grade for foundation work.</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>New 14” thick reinforced concrete shear walls (pier/spandrel/stem walls). Where indicated, provide micro-pile foundations with pile caps (enlarged footings - key note #82). Drill and epoxy dowel to existing pier/concrete wall. SK-11</td>
</tr>
</tbody>
</table>

**Third Floor / Roof Level:**

<table>
<thead>
<tr>
<th>3</th>
<th>Install out-of-plane wall anchor system at brick/concrete walls comprised of bolted holdowns (or steel plates screwed to joists), epoxy anchor bolts, straps, blocking, etc. Develop anchor system into floor framing.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Remove and replace existing floor sheathing with new plywood (top &amp; bottom), fully blocked. Strengthen (sister) existing joints with new wood members at panel edges. Allow for repair/replacement of 30% existing wood framing members.</td>
</tr>
<tr>
<td>9</td>
<td>Provide diaphragm shear transfer connections at brick/concrete walls with new steel angle bolted to wall with expansion/epoxy bolts and epoxy bolts to slab. Installing continuous steel angle with epoxy anchor bolts to act as diaphragm chord reinforcing and drag/collection to new shear walls. SK-13 SK-B SK-C</td>
</tr>
<tr>
<td>11</td>
<td>New drag/collector element (steel or concrete), bolted to shear walls.</td>
</tr>
<tr>
<td>15</td>
<td>New 14” thick reinforced concrete shear walls (pier/spandrel/stem walls). Provide new steel drag collectors along existing wall with epoxy anchors. Drill and epoxy dowel to existing pier/concrete wall.</td>
</tr>
<tr>
<td>16</td>
<td>Remove and reconstruct existing ceiling joist framing with new wood frame diaphragm consisting of wood joists and plywood sheathing, fully blocked.</td>
</tr>
<tr>
<td>17</td>
<td>Provide ceiling diaphragm shear transfer connections at brick/concrete walls with new wood blocking/ledger bolted to wall with expansion/epoxy bolts. Install continuous steel angle with epoxy anchor bolts to act as diaphragm chord reinforcing and drag/collection to new shear walls.</td>
</tr>
</tbody>
</table>

**Foundation Level:**

| 1 | Tieback all existing exterior brick/stone walls to existing concrete/stone walls using veneer type anchor screw ties or epoxy dowels (remove mortar and set anchors). - Apply to full height of all building interior. SK-1 SK-A |
| 2 | Enlarge existing foundations at new shear walls (drill and epoxy dowels). Remove and replace existing slab-on-grade for foundation work. SK-D |
| 4 | Remove existing pier/concrete walls and cast new 18” thick reinforced concrete shear walls with enlarged foundations. |
| 14 | New 14” thick reinforced concrete shear walls (pier/spandrel/stem walls). Where indicated, provide micro-pile foundations with pile caps (enlarged footings - key note #82). Drill and epoxy dowel to existing pier/concrete wall. |

**First Floor / Second Floor Level:**

<table>
<thead>
<tr>
<th>3</th>
<th>Install out-of-plane wall anchor system at brick/concrete walls comprised of bolted holdowns (or steel plates screwed to joists), epoxy anchor bolts, straps, blocking, etc. Develop anchor system into floor framing.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Remove and replace existing floor sheathing with new plywood (top, fully blocked). Strengthen (sister) existing joints with new wood members at panel edges. Allow for repair/replacement of 30% existing wood framing members.</td>
</tr>
<tr>
<td>8</td>
<td>Wrap (2) layers existing brick wall with Fiber Reinforced Polymer (FRP) for full height of wall.</td>
</tr>
<tr>
<td>9</td>
<td>Provide diaphragm shear transfer connections at brick/concrete walls with new steel angle bolted to wall with expansion/epoxy bolts and epoxy bolts to slab. Install continuous steel angle with epoxy anchor bolts to act as diaphragm chord reinforcing and drag/collection to new shear walls. SK-12 SK-A SK-B SK-C</td>
</tr>
<tr>
<td>11</td>
<td>New drag/collector element (steel or concrete), bolted to shear walls.</td>
</tr>
<tr>
<td>15</td>
<td>New 14” thick reinforced concrete shear walls (pier/spandrel/stem walls). Provide new steel drag collectors along existing wall with epoxy anchors. Drill and epoxy dowel to existing pier/concrete wall.</td>
</tr>
</tbody>
</table>

**Extends into Foundation Level:**

| 11 | New drag/collector element (steel or concrete), bolted to shear walls. |

---

**SOUTH END:**

**Key Note**

**Scope Description**

**Sketch**

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**Basement / Foundation Level:**

1. Tieback all existing exterior brick/stone walls to existing concrete/stone walls using veneer type anchor screw ties or epoxy dowels (remove mortar and set anchors). - Apply to full height of all building interior. SK-1 SK-A
2. Enlarge existing foundations at new shear walls (drill and epoxy dowels). Remove and replace existing slab-on-grade for foundation work. SK-D
3. Remove existing pier/concrete walls and cast new 18” thick reinforced concrete shear walls with enlarged foundations. SK-1 SK-A SK-B SK-C
4. New 14” thick reinforced concrete shear walls (pier/spandrel/stem walls). Where indicated, provide micro-pile foundations with pile caps (enlarged footings - key note #82). Drill and epoxy dowel to existing pier/concrete wall. SK-14 & SK-15

---

**Building 1 Alternate Seismic Analysis Project**

DRL Group

04.20.2018
TYP 15

TYP 11

2nd to Roof

TYP

REFERR TO PAGES 14-15 FOR SCOPE DESCRIPTION LIST OF KEY NOTES

SK-2  NORTH END SECOND AND THIRD FLOOR PLANS - PROPOSED RETROFIT

BUILDING 1 ALTERNATE SEISMIC ANALYSIS PROJECT

04.20.2018

DLR Group
SK-3 NORTH END THIRD FLOOR CEILING AND ROOF PLANS - PROPOSED RETROFIT

REFER TO PAGES 14-15 FOR SCOPE DESCRIPTION LIST OF KEY NOTES
SK-4  NORTH END WALL ELEVATIONS - PROPOSED RETROFIT

REFER TO PAGES 14-15 FOR SCOPE DESCRIPTION LIST OF KEY NOTES
Refer to pages 14-15 for scope description list of key notes.
REFER TO PAGES 14-15 FOR SCOPE DESCRIPTION LIST OF KEY NOTES

SK-7 MIDDLE SECOND FLOOR PLAN - PROPOSED RETROFIT

BUILDING 1 ALTERNATE SEISMIC ANALYSIS PROJECT
04.20.2018

REFER TO PAGE XX FOR SCOPE DESCRIPTION LIST OF KEY NOTES

REFER TO PAGES 14-15 FOR SCOPE DESCRIPTION LIST OF KEY NOTES
SK-9  MIDDLE ROOF PLAN - PROPOSED RETROFIT

REFER TO PAGES 14-15 FOR SCOPE DESCRIPTION LIST OF KEY NOTES
SK-12  SOUTH END FIRST AND SECOND FLOOR PLANS - PROPOSED RETROFIT

FULL HEIGHT OF BUILDING

TYP 1
TYP 2

REFER TO PAGES 14-15 FOR SCOPE DESCRIPTION LIST OF KEY NOTES

BUILDING 1 ALTERNATE SEISMIC ANALYSIS PROJECT
04.20.2018

ROOSEVELT HIGH SCHOOL - BUILDING R
ALTERNATE MANDATORY SEISMIC UPGRADE SCHEME

REFER TO PAGE XX FOR SCOPE DESCRIPTION LIST OF KEY NOTES
SK-13  SOUTH END THIRD FLOOR AND ROOF PLAN - PROPOSED RETROFIT

BUILDING 1 ALTERNATE SEISMIC ANALYSIS PROJECT
04.20.2018

REFER TO PAGES 14-15 FOR SCOPE DESCRIPTION LIST OF KEY NOTES
SK-14
SOUTH END WALL ELEVATIONS - PROPOSED RETROFIT

REFER TO SCOPE DESCRIPTION LIST FOR KEY NOTES

DATE: 03/05/2018
ANCHOR SPECIFICATIONS

Helical restoration anchors shall be 3/8 inch (9 mm) in diameter by 8 inches in length and manufactured of Type 304 stainless steel, such as Heli-Tie helical wall ties, as manufactured by the Simpson Strong-Tie Company (Model No. HELI37800A). Pre-drilled holes required to permit helical anchor installation shall be drilled using a rotary hammer drill set in rotation plus hammer mode and with 7/32 inch diameter carbide drill bits conforming to ANSI Standard B212.15, unless otherwise permitted or directed. In setting, by the Design Professional in responsible charge of the project, Heli-Ties shall be driven into pre-drilled holes using Heli-Tie fastener installation tool (Model No. HELITOOL37A) placed in a rotary hammer drill set in rotation plus hammer mode.

IN-SITU TESTING

1. UNDER THE SUPERVISION OF THE IOR, THE FOLLOWING ANCHOR TESTING IS TO BE PERFORMED, DOCUMENTED AND SUBMITTED TO DSA FOR ACCEPTANCE PRIOR TO THE INSTALLATION OF THE ANCHORS ON THE BUILDINGS.

2. A REPRESENTATIVE FROM THE ANCHOR MANUFACTURE IS TO OBSERVE THE INSTALLATION AND TESTING PROCEDURE.

3. CONTRACTOR TO PREPARE MOCK-UP TESTING AT PORTION OF EXISTING BUILDING WALL ACCEPTABLE BY THE STRUCTURAL ENGINEER AND ARCHITECT.

4. IN-SITU TESTING TO BE PERFORMED ON WALL ANCHORS TO REPRESENT PROPOSED INSTALLATION USING A MINIMUM OF 4 ANCHOR WALL.

5. INSTALL FOUR (4) ANCHORS IN A SQUARE PATTERN AS INDICATED IN THE BELOW ELEVATION.

6. ANCHORS TO BE TENSION TESTED USING SIMPSON TENSION TESTER MODEL HELITEST37A.

7. ACCEPTANCE CRITERIA: NO FAILURE IN ANCHOR OR SUBSTRATE (CONCRETE).

8. IOR TO DOCUMENT AND REPORT FINDINGS OF TESTING TO DSA.

IN-SITU TESTING

ANCHOR SPECIFICATIONS

TYPICAL ANCHOR DETAIL OF (E) BRICK TILE WALLS

TYPICAL CONCRETE WALL STITCH REINFORCING DETAIL

DRAWING NAME:
PROJECT:
PROJECT NO.:
PREPARED BY:
DATE:
SHEETS
NO.
DATE
DESCRIPTION
RR 15548
RETROFIT DETAILS - PROPOSED RETROFIT
ROOSEVELT HIGH SCHOOL - BUILDING R
ALTERNATE MANDATORY SEISMIC UPGRADE SCHEME
03/05/2018
TYPICAL CONCRETE WALL STITCH REINFORCING DETAIL
SCALE: ATS

TYPICAL ELEVATION

NOTE:
1. PULL TEST DOWELS TO 6000 LBS.
2. #5 HOOKED EPOXY DOWELS 6A WAY SEE WALL ELEV & SECTIONS FOR BAR SIZE
3. CONCRETE WALL PER PLAN AND SCHEDULE
4. BRICK WALL TYP
5. PLAIN CONCRETE WALL TYP
6. WALL REINF. & THK. PER ELEV

SECTION A-A

NOTE: PILOT HOLE DEPTH SHOULD BE GREATER THAN ANCHOR LENGTH BY 1" MIN.

MAX

1'-0" EDGE DISTANCE
2'-0" MAX. TYP.
**WOOD STRUCTURAL PANEL (WSP)**

1. Run long dimension of WSP perpendicular to framing members.
2. Nailing size and spacing as noted on plan.
3. Nails shall have a minimum 3/8" edge distance.
4. Lay out joints in a 4-foot module to coincide with WSP pattern.
5. Use fully block all panel edges per detail (A).
6. Use boundary nailing at frame & drag beams.
7. Provide edge nailing to interior bracing support.
8. WSP shall be grade per NIST PS1-07 and shall be interior type sheathing C-D grade (STRUCT. I) with exterior glue.
9. Each sheet shall have a minimum area of 8 square feet with a minimum dimension of 2 feet. Provide nail at (N)3 at sistered joist.
10. Where (E) occurs only, (N)3 shall be at least 3 inches from (E) nailing.
11. Fastener penetration in framing or blocking shall be 1-1/2" min.

**PLYWOOD DIAPHRAGM SCHEDULE**

<table>
<thead>
<tr>
<th>MARK</th>
<th>SHEAR CAPACITY LEFT</th>
<th>WOOD PANEL THICKNESS</th>
<th>MIN NOMINAL WIDTH OF FRAMING MEMBER AT ADJOINING PANEL JOINTS</th>
<th>LINES OF FASTENERS</th>
<th>NAILING (10D COMMON NAILS UNO)</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3024</td>
<td>15/32&quot;</td>
<td>3x</td>
<td>1 2 3 12</td>
<td></td>
<td>REMOVE &amp; REPLACE (FLOOR SHEATHING W/PLYWOOD T&amp;B)</td>
</tr>
<tr>
<td>2</td>
<td>1312</td>
<td>15/32&quot;</td>
<td>3x</td>
<td>1 2 3 12</td>
<td></td>
<td>UNDERSIDE FLOOR CEILING JOIST</td>
</tr>
</tbody>
</table>

**TYPICAL PLYWOOD DIAPHRAGM CONSTRUCTION DETAILS**
MICRO PILES PER PLAN, TYP
(E)COL FOOTING BEYOND
INSLAB-ON-GRADE
INSLAB-ON-GRADE
SYSTEM WALL TO BE DEMO
SYSTEM WALL TO BE DEMO
(N)CONC SHEAR WALL PER PLAN
(N)CONC SHEAR WALL PER PLAN
EAST TRIPLE CAP (N)STEM WALL TO BE DEMO
FOOTING REINF PER PLAN, TYP
(N)SLAB-ON-GRADE
(E)STEM WALL TO BE DEMO
BROKEN TO MATCH BOTTOM OF (E)COL FOOTING
BROKEN TO MATCH BOTTOM OF (E)COL FOOTING
1'-0"
5'-0" UNBONDED LENGTH
45'-0" BONDED LENGTH AS REQUIRED FOR CAPACITY
1'-6"
TOP OF FOUNDATION
MICROPILE DESIGN CRITERIA
TENSION COMPRESSION
NOTES:
1. DESIGN LOADS ARE AT ASD LEVEL.
2. MICROPILE AND ANCHOR SHALL BE DESIGNED FOR SPECIFIED LOAD.
3. SEE SOIL REPORT FOR DESIGN AND TESTING REQUIREMENTS.

CL
6" LONG PVC PLUG
SCH.40 PIPE  LONG (PRE-GROUTED)
PVC SCH.40 PIPE x 12" LONG (CEMENT GROUT TO THREAD BAR)
PVC PIPE CAP (GLUE TO PVC PIPE)
THREAD BAR
UPPER CASING
STIFFENER PLATE (4@45°)
BEARING PLATE
3/4" TAP 11/16" HOLE
STIFFENER PL 1/2 @45° (4 TOTAL)
8" Ø CASING
HEX NUT
BEARING PL
15"x15"x2-1/2"

#20 THREADBAR
HEX NUT FULL LOAD
3/8
3/8
STIFF PL TO PL
5/16
5/16
STIFF PL TO PIPE
DIA 3/8 PL TO PIPE
8" Ø

PROVIDE BLOCK-OUT AS REQ'D FOR ANCHOR. ADD #4 TRIM BARS ALL AROUND, EXTEND BARS 18" MIN BEYOND BLOCK-OUT

TYPICAL ENLARGED FOUNDATION WITH MICRO-PILE

SCALE: NTS
4.0 EXAMPLE PROJECT OF DEMOLITION DOWN TO JOISTS & ROOF FRAMING

BUILDING 1 ALTERNATE SEISMIC ANALYSIS PROJECT
04.20.2018
4.0 EXAMPLE PROJECT OF DEMOLITION DOWN TO JOISTS & ROOF FRAMING
These comments are based on the conceptual design of a building rehabilitation project as described by 26 drawing sheets prepared by Saiful Bouquet Structural Engineers, dated March 5, 2018. In addition we participated in two conferences where we had the opportunity to discuss the broad architectural materials and finishes approach that would be used, since not all of that information is described on the drawings at this early phase of the work.

1. Building exterior

The proposed structural work is mostly at the inside of the building, and therefore there is no direct physical or visual impact or change to the exterior. Exterior wall materials and finishes, door and window openings, doors, and windows, will be retained and repaired as needed.

If it is necessary to drill in order to anchor the exterior wall strata (earlier gunite and outer veneer wythe hidden under concrete), any drilled holes can be plugged with mortar and finished to match the adjacent walls.

2. Building interior

The buildings horizontal and vertical circulation spaces (main lobby, corridor configuration, and stairs) will be retained. The main entrance lobby space and the auditorium will be retained. Therefore, the spatial configuration of all but the spaces behind the walls of corridors are retained.

The floor materials of the circulation and primary spaces described above are concrete, and will be retained. The floor and ceiling materials in the other spaces will be removed for the installation of plywood at the top and bottom of wood-framed in order to strengthen the diaphragms. Therefore, ceilings and floors in those spaces will receive new finishes.

It is necessary to replace the auditorium ceiling, and auditorium balcony soffit finish, in order to gain access to hidden structure for seismic strengthening. If this is the case, those features will be documented by photographs and measured drawings, and adequate material samples will be saved, to allow replication in the same materials or appropriate substitute materials.

3. Conclusion

A project concept as described should be achievable while meeting the Secretary of the Interior's Standards for Rehabilitation (36 CFR 68).
## 5.0 CONCEPTUAL COST ESTIMATE

### Building 1 Alternate Seismic Analysis Project

**Project Name:** Roosevelt High School LAUSD  
**Project No.:** 10366732  
**Architect:** DLR Group  
**PM/DM/OAR:**  
**Project Description:** High School Modernization  
**Date:** 15-Mar-18

<table>
<thead>
<tr>
<th>Item</th>
<th>SEISMIC RENOVATION</th>
<th>NEW REPLACEMENT BUILDING</th>
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</thead>
<tbody>
<tr>
<td>Item</td>
<td>Quantity</td>
<td>Unit Cost</td>
</tr>
<tr>
<td>Architectural</td>
<td>108,798 SF</td>
<td>114.70</td>
</tr>
<tr>
<td>Architectural Historic, Lobby, Auditorium Ceiling, Balcony Soffit</td>
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<td>6.43</td>
</tr>
<tr>
<td>Structural</td>
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<td>110.89</td>
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<tr>
<td>MEP Systems</td>
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<td>105.00</td>
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<tr>
<td>Hazardous Material Abatement</td>
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</tr>
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<td>Interior Demolition</td>
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<tr>
<td>Building Demolition</td>
<td>108,798 SF</td>
<td>9.00</td>
</tr>
<tr>
<td>Sitework</td>
<td>108,798 SF</td>
<td>56.00</td>
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<td>Subtotal</td>
<td>360.52</td>
<td>$39,223,604</td>
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<tr>
<td>General Conditions, Overhead and Profit</td>
<td>20.0%</td>
<td>72.10</td>
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<tr>
<td>Design Contingency</td>
<td>15.0%</td>
<td>64.89</td>
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<tr>
<td>Subtotal</td>
<td>497.51</td>
<td>$54,128,573</td>
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<td>Cost Escalation</td>
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<td>Change Order Contingency</td>
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<td>TOTAL</td>
<td>643.66</td>
<td>$70,028,842</td>
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### Roosevelt High Comprehensive Modernization

#### Construction Cost Study between the ‘PROPOSED PROJECT’ and ‘ALTERNATIVE 2’

<table>
<thead>
<tr>
<th>PROPOSED PROJECT</th>
<th>ALTERNATIVE 2</th>
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<tbody>
<tr>
<td><strong>COMMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>PROPOSED PROJECT cost estimate includes: Architectural, Structural, MEP Systems, Equipment, Soil Remediation, Overexcavation, and Methane barrier.</td>
<td>ALTERNATIVE 2 project modernizing Building 1 requires additional classrooms and prerequisite.</td>
</tr>
<tr>
<td>‘PROPOSED PROJECT’ cost estimate includes: Architectural, Structural, MEP Systems, Equipment, Soil Remediation, Overexcavation, and Methane barrier.</td>
<td>ALTERNATIVE 2 requires additional specialty classrooms due to the limitations of the existing structural system and the constraints of the building envelope.</td>
</tr>
<tr>
<td>‘ALTERNATIVE 2’ proposes modernizing Building 1. However, additional classrooms will be required.</td>
<td>ALTERNATIVE 2 proposes modernizing Building 1. However, additional classrooms will be required.</td>
</tr>
<tr>
<td>‘ALTERNATIVE 2’ requires additional specialty classrooms due to the limitations of the existing structural system and the constraints of the building envelope.</td>
<td>Cost estimate includes: Architectural, Structural, MEP Systems, Hazardous Material Abatement, Equipment, Interior Demolition, New Roof, Lobby and Auditorium to be upgraded to meet current codes.</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
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<table>
<thead>
<tr>
<th>Quantity</th>
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<tr>
<td>1</td>
<td>52,356 SF</td>
<td>$442</td>
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<td>2</td>
<td>52,356 SF</td>
<td>$442</td>
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<tr>
<td>3</td>
<td>81,281 SF</td>
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<td>4</td>
<td>108,798 SF</td>
<td>$451</td>
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<tr>
<td>5</td>
<td>73,765 SF</td>
<td>$415</td>
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<tr>
<td>6</td>
<td>504,148 SF</td>
<td>$35</td>
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<tr>
<td>7</td>
<td>35,569 SF</td>
<td>$548</td>
</tr>
<tr>
<td>8</td>
<td>70,000 SF</td>
<td>$430</td>
</tr>
<tr>
<td>9</td>
<td>73,765 SF</td>
<td>$415</td>
</tr>
<tr>
<td>10</td>
<td>7,828 SF</td>
<td>$415</td>
</tr>
<tr>
<td>11</td>
<td>35,569 SF</td>
<td>$442</td>
</tr>
<tr>
<td>12</td>
<td>70,000 SF</td>
<td>$430</td>
</tr>
<tr>
<td>13</td>
<td>26,400 SF</td>
<td>$420</td>
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### Subtotal

<table>
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<th>Quantity</th>
<th>Unit Cost</th>
<th>Construction Cost</th>
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<tbody>
<tr>
<td>1</td>
<td>$132,326,566</td>
<td>$164,299,688</td>
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</tbody>
</table>

**PROPOSED PROJECT** cost estimate includes: Architectural, Structural, MEP Systems, Equipment, Soil Remediation, Overexcavation, and Methane barrier. **ALTERNATIVE 2** is estimated to cost $39.8 M more than the ‘PROPOSED PROJECT’ with an extended duration of 2 years.
<table>
<thead>
<tr>
<th></th>
<th>ESTIMATE SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>New Gymnasium Building</td>
</tr>
<tr>
<td></td>
<td>Square Footage: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td></td>
<td>Cost: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td>2</td>
<td>New Classroom Building</td>
</tr>
<tr>
<td></td>
<td>Square Footage: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td></td>
<td>Cost: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td>2a</td>
<td>Modernize Building 1</td>
</tr>
<tr>
<td></td>
<td>Square Footage: Based on Conceptual Cost Estimate from DLR (CP O'Halloran) - March 15, 2018 [See Attachment 02]</td>
</tr>
<tr>
<td></td>
<td>Cost: Unit cost based on Conceptual Cost Estimate from DLR (CP O'Halloran) - March 15, 2018 [See Attachment 02]</td>
</tr>
<tr>
<td>2b</td>
<td>Additional New Building</td>
</tr>
<tr>
<td></td>
<td>Square Footage: Based on standard LAUSD Space Program</td>
</tr>
<tr>
<td></td>
<td>Cost: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td>2c</td>
<td>Classrooms Unable to Fit on First Floor due to Restricted Floor-to-Floor Height</td>
</tr>
<tr>
<td></td>
<td>Square Footage: Based on standard LAUSD Space Program</td>
</tr>
<tr>
<td></td>
<td>Cost: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td>3</td>
<td>New Administration &amp; Classroom Building</td>
</tr>
<tr>
<td></td>
<td>Square Footage: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td></td>
<td>Cost: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td>4</td>
<td>New Performing Arts Center</td>
</tr>
<tr>
<td></td>
<td>Square Footage: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
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<tr>
<td></td>
<td>Cost: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td>4a</td>
<td>Performing Arts Classrooms</td>
</tr>
<tr>
<td></td>
<td>Square Footage: Based on standard LAUSD Space Program</td>
</tr>
<tr>
<td></td>
<td>Cost: Based on LAUSD Estimate - April 19, 2018 [See Attachment 04]</td>
</tr>
<tr>
<td>5</td>
<td>New Lunch Pavilion</td>
</tr>
<tr>
<td></td>
<td>Square Footage: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td></td>
<td>Cost: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td>6</td>
<td>Site Work</td>
</tr>
<tr>
<td></td>
<td>Square Footage: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td></td>
<td>Cost: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td>6a</td>
<td>Elevated Playdeck</td>
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<tr>
<td></td>
<td>Square Footage: Based on standard LAUSD standard for basketball courts.</td>
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<tr>
<td></td>
<td>Cost: Based on LAUSD Estimate - April 17, 2018 [See Attachment 03]</td>
</tr>
<tr>
<td>7</td>
<td>Programmatic Access</td>
</tr>
<tr>
<td></td>
<td>Cost: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td>8</td>
<td>Exterior Enhancements</td>
</tr>
<tr>
<td></td>
<td>Cost: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td>9</td>
<td>Allowance for Interior Improvements, ITD Convergence and Interpretive Program</td>
</tr>
<tr>
<td></td>
<td>Cost: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td>10</td>
<td>Interim Housing</td>
</tr>
<tr>
<td></td>
<td>Cost: Based on 'PROPOSED PROJECT' from Swinerton Builders' Conceptual Cost Plan - August 4, 2017 [See Attachment 01]</td>
</tr>
<tr>
<td>10a</td>
<td>Interim Housing - Additional</td>
</tr>
<tr>
<td></td>
<td>Cost is based on the 'PROPOSED PROJECT' cost for 12 general classrooms but multiplied by 2 to account for the increases in quantity; size of IH spaces &amp; restrooms.</td>
</tr>
<tr>
<td>11</td>
<td>Subtotal</td>
</tr>
<tr>
<td>12</td>
<td>Escalation: Extended Duration for Alternative 2</td>
</tr>
<tr>
<td>13</td>
<td>Contractor's Construction Management: Extended Duration for Alternative 2</td>
</tr>
<tr>
<td></td>
<td>Contractor's construction management duration will increase by 2 years at a rate of $4,000 per day.</td>
</tr>
<tr>
<td>14</td>
<td>TOTAL</td>
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## SWINERTON BUILDERS / LPA, INC. FEE PROPOSAL

### TOTAL PROPOSED PRICE

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<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>1.1</td>
<td>Base Construction Cost Total</td>
<td>$119,976,780.00</td>
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<tr>
<td>1.2</td>
<td>General Requirements (Div. 01)</td>
<td>$1,198,685.00</td>
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<tr>
<td>1.3</td>
<td>General Conditions (Div. 00, 17250 RFQ &amp; RFP, and Agreement)</td>
<td>$4,005,600.00</td>
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<tr>
<td>1.4</td>
<td>Developer’s Fee (Profit)</td>
<td>$4,850,000.00</td>
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<tr>
<td>1.5</td>
<td>Developer’s Home Office Overhead (Gap Insurance)</td>
<td>$475,000.00</td>
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<tr>
<td>1.6</td>
<td>100% Performance and Payment Bonds</td>
<td>$1,820,500.00</td>
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**Construction Cost Total:** $132,326,565.00

### PERMIT AND FEE

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<td>2.1</td>
<td>DSA Fee (Not included in total)</td>
<td>$1,612,250.00</td>
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### OTHER COSTS

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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>3.1</td>
<td>Design Costs</td>
<td>$11,500,000.00</td>
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**TOTAL (Developer’s Base Price Proposal):** $143,826,565.00

### BID ALTERNATES

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<td>1</td>
<td>Please refer to Section 01 2300 Alternates Bid Items issued in Addendum No. 9</td>
<td>$1,275,000.00</td>
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<td>2</td>
<td>Please refer to Section 01 2300 Alternates Bid Items issued in Addendum No. 9</td>
<td>$270,000.00</td>
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<tr>
<td>3</td>
<td>Please refer to Section 01 2300 Alternates Bid Items issued in Addendum No. 9</td>
<td>$115,000.00</td>
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<tr>
<td>4</td>
<td>Please refer to Section 01 2300 Alternates Bid Items issued in Addendum No. 9</td>
<td>($10,000.00)</td>
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<tr>
<td>5</td>
<td>Please refer to Section 01 2300 Alternates Bid Items issued in Addendum No. 9</td>
<td>$1,300,000.00</td>
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<tr>
<td>6</td>
<td>Please refer to Section 01 2300 Alternates Bid Items issued in Addendum No. 9</td>
<td>$271,000.00</td>
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**Board Approved Amount:**

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RFP #R-17014  |  ROOSEVELT COMPREHENSIVE MODERNIZATION PROJECT  |  8/4/2017  
COLIN #10366803 |  |  p. 1 of 4
<table>
<thead>
<tr>
<th>Rates</th>
<th>Total $/GSF</th>
<th>Total $</th>
<th>Total $/GSF</th>
<th>Total $</th>
<th>Total $/GSF</th>
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<tbody>
<tr>
<td>A20 - Basement construction</td>
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<td>-</td>
<td>248,773</td>
<td>3.06</td>
<td>276,870</td>
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<tr>
<td>B10 - Superstructure</td>
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<td>F10 - Special construction</td>
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<tr>
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<tr>
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<tr>
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**Subtotal - Hard Cost**: 20,150,851 $384.88 $26,688,790 $361.95 $16,999,192 $477.64

**Cost Escalation**: 1.000% $201,509 $3.85 $304,549 $3.75 $266,988 $3.62 $169,892 $4.78

**Contractor Contingency**: 2.000% $403,017 $7.70 $609,097 $7.49 $533,976 $7.24 $339,784 $9.55

**Subguard Insurance**: 1.150% $231,735 $4.43 $350,231 $4.31 $307,036 $4.16 $195,376 $5.49

**TOTAL**: 20,987,111 $400.85 $31,718,735 $390.24 $27,806,790 $376.97 $17,694,243 $497.46

---

**Building A - New 2-Story Gymnasium Building**

**Building B - New 3-Story Classroom Building**

**Building C - New 3-Story Admin. / Classroom Building**

**Building D - New 1-Story Performing Arts Building**
## UNIFORMAT ESTIMATE SUMMARY

**Project:** Roosevelt High School Modernization  
**Owner:** Los Angeles Unified School District  
**Architect:** LPA  
**Location:** Los Angeles, CA

### Gross Area

<table>
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<tr>
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<th>7,828 SF</th>
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<td><strong>Total</strong></td>
<td><strong>$/GSF</strong></td>
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<td>A10 - Foundations- self perform concrete</td>
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<td>A20 - Basement construction</td>
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<td>B10 - Superstructure</td>
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<td>B20 - Exterior enclosure</td>
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<tr>
<td>B30 - Roofing</td>
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<tr>
<td>C10 - Interior construction</td>
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<tr>
<td>C20 - Stairs</td>
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<tr>
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<td>$</td>
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<tr>
<td>D20 - Plumbing</td>
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<tr>
<td>D50 - Electrical</td>
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<tr>
<td>E10 - Equipment</td>
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<tr>
<td>E20 - Furnishings</td>
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<td>F10 - Special construction</td>
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<tr>
<td>F20 - Selective demolition- self perfom demo</td>
<td>$</td>
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<tr>
<td>G20 - Sitework</td>
<td>$ 1,056,780</td>
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<tr>
<td>G40 - Site electrical utilities</td>
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<tr>
<td>G70 - Offsite work</td>
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### Subtotal - Hard Cost

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<th><strong>$/GSF</strong></th>
<th><strong>Total</strong></th>
<th><strong>$/GSF</strong></th>
<th><strong>Total</strong></th>
<th><strong>$/GSF</strong></th>
<th><strong>Total</strong></th>
<th><strong>$/GSF</strong></th>
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</thead>
<tbody>
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<td>$ 0.01</td>
<td>$ 11,588</td>
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### TOTAL

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<th><strong>Total</strong></th>
<th><strong>$/GSF</strong></th>
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<th><strong>$/GSF</strong></th>
<th><strong>Total</strong></th>
<th><strong>$/GSF</strong></th>
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</thead>
<tbody>
<tr>
<td>GCOHP, CONTINGENCY, ESCALATION, PAYMENT AND PERFORMANCE BONDS, INSURANCE</td>
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<td>$ 156,180</td>
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<td>$ 1,262,568</td>
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**UNIFORMAT ESTIMATE SUMMARY**

Project: Roosevelt High School Modernization  
Owner: Los Angeles Unified School District  
Architect: LPA  
Location: Los Angeles, CA  

<table>
<thead>
<tr>
<th>Gross Area</th>
<th>Sitework</th>
<th>Interim Housing Site Area</th>
<th>Grand Total</th>
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<tbody>
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<tr>
<td>97,000 SF</td>
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<td>$308,700</td>
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<td>326,804 SF</td>
<td>$2,555,679.00</td>
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<td>$177,503</td>
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</table>

<table>
<thead>
<tr>
<th>Subtotal - Hard Cost</th>
<th>Total</th>
<th>$/GSF</th>
<th>Total</th>
<th>$/GSF</th>
<th>Total</th>
<th>$/GSF</th>
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<td>$2,305,765</td>
<td>7.06</td>
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<td>$2,555,679.00</td>
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<td>$177,503</td>
<td>0.35</td>
<td>$27,372</td>
<td>0.28</td>
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| Cost Escalation       | 1.000% | $154,809 | 0.31 | $26,861 | 0.25 | $1,412,868 | 5.24 |
| Contractor Contingency | 2.000% | $306,700 | 0.61 | $47,603 | 0.49 | $2,305,765 | 7.06 |
| Subguard Insurance    | 1.150% | $177,503 | 0.35 | $27,372 | 0.28 | $1,229,868 | 3.76 |

**TOTAL**  
$16,075,558 | $31.89 | $2,478,919 | 25.56 | $119,976,780 | 478.38 |

**GCOHP, CONTINGENCY, ESCALATION, PAYMENT AND PERFORMANCE BONDS, INSURANCE**  
$14.78%  
**TOTAL**  
$17,716,124 | $2,731,901 | **$132,326,565** | **CONSTRUCTION COST**
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<th>Division Total</th>
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<tr>
<td>Architectural Engineering, Consulting</td>
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<tr>
<td>Interior Design</td>
<td></td>
<td></td>
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<tr>
<td>Exterior Design</td>
<td></td>
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<td></td>
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<tr>
<td>Structural</td>
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<tr>
<td>MEP Systems</td>
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<tr>
<td>Mechanical, Electrical, Plumbing, HVAC</td>
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<tr>
<td>Interior Renovation</td>
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<tr>
<td>Exterior Renovation</td>
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<tr>
<td>Site Work</td>
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<tr>
<td>Subtotal</td>
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<td>General Contractor, Overhead and Profit</td>
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<tr>
<td>Subtotal</td>
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<tr>
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<tr>
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<td>$3,232,584</td>
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<td>TOTAL</td>
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**TOTAL:** $9,871,049

**25.0%**

**$4,935,523**
# BUDGET ESTIMATE

This cost estimate is intended for budgeting & planning purposes only. It should not be used for construction contract procurement until it has been revised to reflect the approved bid documents or the final detailed scope of work.

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<th>ITEM</th>
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<th>UNIT</th>
<th>COST</th>
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<tr>
<td><strong>A. Scope of Work</strong></td>
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<tr>
<td>Construct an above grade play deck structure</td>
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</tr>
<tr>
<td>Grading and paving for lower level was included in base contract already</td>
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<tr>
<td><strong>B. Information received</strong></td>
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<td><strong>C. Assumptions:</strong></td>
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<td>Normal working hours</td>
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<td>School will still be in operation</td>
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<tr>
<td><strong>ESTIMATE DETAILS</strong></td>
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<tr>
<td>Parking Structure 2 story (19,740 sf per level)</td>
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<tr>
<td>Demolition and clearing of existing site</td>
<td>included in original work</td>
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<td></td>
</tr>
<tr>
<td>Site grading</td>
<td>included in original work</td>
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<tr>
<td>Slab/paving on grade</td>
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<tr>
<td>Foundation for above grade structure</td>
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<td>$8.00</td>
<td>$157,920</td>
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<tr>
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<td>Roof level perimeter protection railing</td>
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<tr>
<td>Perimeter fencing 10’ high at roof/deck level</td>
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<tr>
<td>2 stops Elevator and enclosure</td>
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<td>PA, security, allowance</td>
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</table>
Los Angeles Unified School District  
Facilities Services Division - Program/Project Controls  
Estimating Unit

**BUDGET ESTIMATE**

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<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>PROJECT NUMBER</th>
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<td>$3,056,703</td>
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GCOHP, Contingencies, Escalation and Change Orders $161.04 $3,178,851
## SUMMARY OF DISTRICT'S BUDGET ESTIMATE

This cost estimate is intended for budgeting and planning purposes only. It should not be used for construction contract procurement until it has been revised to reflect the approved bid documents or the final detailed scope of work.

<table>
<thead>
<tr>
<th>SCHOOL NAME</th>
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<td>Performance Arts Classroom Building Addition</td>
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<td>05</td>
<td>New Performing Arts Classroom Building</td>
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**GRAND TOTAL CONSTRUCTION COST**

**PENDING FINAL SCOPE DEFINITION**

**$7,524,021**

### Notes / Clarifications

This estimate shall be updated / revised if there are changes made on the plans, details, specifications and scope of work.
**DISTRICT'S BUDGET ESTIMATE**

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<tr>
<th>ITEM</th>
<th>QTY</th>
<th>UNIT</th>
<th>COST</th>
<th>SUBTOTAL</th>
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**Scope definition and assumptions:**

A. Scope of Work

1. New Project Program
   - Provide a new performing art classroom building (15,760 SF).

2. Site Utilities and Improvement: Excluded

B. Information received

Space Program dated 06/12/2017.

C. Assumptions:

- Work area will be fenced off for safety
- Normal working hours
- School will still be in operation

**DETAILS**

- **Demolition**
- Site clearance

- **Exterior Improvements**
- Allowance for path of travel from parking lot to building
- Site Improvement around (N) buildings, (Assumed area)
- Storm, sewer, water and gas utilities and connections. Assumed length.
- Electrical power, data, telecom, fire alarm, low voltage. Assumed length.

- **New Construction**
- Performing Arts Classroom building 15,760 sf $ 477.41 $ 7,524,021

**GCOHP**

Design Contingencies

**TOTAL Building Cost**

**GRAND TOTAL CONSTRUCTION COST**
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DIVISION TOTAL

$ 7,524,021

Included in Unit costs

$ 7,524,021

$ 7,524,021
Development of a Comprehensive Modernization Project at

Desarrollo de un Plan Integral de Modernización en

Roosevelt High School

Boyle Heights Neighborhood Council- General Board Meeting

March 28, 2018
Roosevelt High School was identified for the development of a “Comprehensive Modernization Project”

- March 2015

Roosevelt HS fue identificada para un “Proyecto integral de modernización” - Mar. 2015

Board of Education Approved Project Definition

La Junta de Educación aprobó el proyecto definido

- Dec. 8, 2015

  • Project Budget: $173 Million
    
    Presupuesto del proyecto:$173 Millones
  
  • Scheduled for Completion: Q4-2022
    
    Programado para su terminación: cuatro trimestre de 2022
Stakeholder Engagement

Participación de Grupos de Interesados

Project Identification/Identificación del proyecto:
- Community Meeting – May 11, 2015 / Reunión comunitaria - 11 de mayo de 2015

Project Definition/Definición del Proyecto:
- Project Advisory Group – Nov 4, 2015 / Grupo asesor del proyecto - 4 de noviembre de 2015
- Faculty Briefing – Nov 4, 2015 / Sesión informativa con el profesorado - 4 de noviembre de 2015
- Community Meeting – Nov 9, 2015 / Reunión comunitaria - 9 de noviembre de 2015

Planning Concepts/Conceptos de la Planeación:
- Faculty Briefing – Nov 1 & 15, 2016 / Sesión informativa con el profesorado – 1 y 15 de noviembre de 2016
- Community Meeting – Nov 30, 2016 / Reunión comunitaria - 30 de noviembre de 2016

Design Update/Actualización de diseño:
- Project Advisory Group – Oct 17, 2017 / Grupo asesor del proyecto - 17 de octubre de 2017
- Faculty Briefing – Oct 24, 2017 / Sesión informativa con el profesorado – 24 de octubre de 2017
- Community Meeting – Nov 1, 2017 / Reunión comunitaria - 1 de noviembre de 2017

Town Hall:
- Town Hall Meeting – Feb 3, 2018 / 3 de febrero de 2018

Boyle Heights Planning and Land Use Committee/Comite de Planificación de Uso de Terrenos:
- Feb 8, 2018 / 8 de febrero de 2018

Ongoing Coord. Since March 2015/Coordinación continua desde marzo de 2015:
- Local District, Principals & Key Staff / Personal del distrito local, directores, y personal clave / Complex Project Manager & Plant Manager / Gerente de proyecto del complejo y Gerente del plantel / LAUSD: Maintenance & Operations, Project Execution, OEHS / LAUSD: Mantenimiento, Operaciones, y Ejecución del Proyecto, OEHS

Alumni and Committee to save R Building:
- Meetings – March 17, 2018 / 17 de marzo de 2018
Focus on Safety, Education along with Site Organization

Enfoque en la seguridad, educación y organización del sitio

Education / Educación

- Creation of a 21st Century learning environment
  Creación de un ambiente de aprendizaje para el Siglo XX

Safety / Seguridad

- Seismic Vulnerabilities
  Vulnerabilidades Sísmicas
- Emergency Response
  Respuesta de Emergencia
- Supervision
  Supervisión

Site Organization / Organización del sitio

- New Main Entrance
  Nueva entrada principal
- Secure campus
  Campus seguro
- Grouped by functions
  Agrupado por funciones
  - Academics / Athletics
    Académico / Atletismo
  - Performing Arts / Artes Escénicas
  - Ground floor adjacency / Continguidad a la planta baja
- Future Expansion of Fields
  Futura ampliación de canchas
**Roosevelt High School / Escuela Preparatoria Roosevelt**

**What we learned / Lo que hallamos**

**Major Findings / Principales Hallazgos**

- Seismic Evaluation / Evaluación sísmica
  - 5 buildings require structural upgrades / 5 edificios requieren reparaciones estructurales

- 21% of classrooms in portables buildings / 21% de las clases están en edificios portátiles

- Eligible as historic district for association with the 1968 Blowouts / Eligible como parte del distrito histórico para su asociación con los Derechos Civiles y las Protestas Estudiantiles de 1968

- Campus infrastructure in poor condition / La infraestructura del plantel se encuentra en condiciones deficientes

- Accessibility constraints / Restricción en cuanto al acceso

- Undersized and inadequate classrooms / Clases pequeñas y no adecuadas

- Heavy vehicular congestion at drop-off and pick-up / Gran congestión vehicular al dejar y recoger a los estudiantes
**Major Findings / Principales Hallazgos**

- **Foundation Work – 3 story / Trabajo de Cimentación – 3 Pisos**
Major Findings / Principales Hallazgos

- Floors and Ceilings / Pisos y Techos
Roosevelt High School / Escuela Preparatoria Roosevelt
What we know / Lo que sabemos

Major Findings / Principales Hallazgos

- Floors and Ceilings / Pisos y Techos
Roosevelt High School / Escuela Preparatoria Roosevelt
What we know / Lo que sabemos

Major Findings / Principales Hallazgos

- Additional Shear / Paredes Estructurales
Major Findings / Principales Hallazgos

- Additional Shear / Paredes Estructurales
Roosevelt High School / Escuela Preparatoria Roosevelt
What we know / Lo que sabemos

LAUSD DESIGN GUIDE - EDUCATIONAL SPECIFICATION: GENERAL CLASSROOM (960 SQ. FT.)

TYPICAL GENERAL CLASSROOM LAYOUT AFTER BUILDING RETROFIT (960 SQ. FT.)

Negative Limitations to Typical General Classroom Layout After Building Retrofit:

- Existing column structure limits classroom dimensions on either side of the corridor to approx. 22'-0"W x 43'-0"L. This results in increased distance from instructor to students.
- Limited teaching wall visibility and sight lines due to the elongated and narrow room dimensions.
- Limited utilization and flexibility for active learning seating arrangements.
- Acoustics and listening conditions will be also impacted due to the elongated room dimension. Students seated towards the back of the classroom will not have equal accessibility to speech communication.
- Some classrooms will have compromised access to daylighting due to the new proposed shear walls.
Roosevelt High School / Escuela Preparatoria Roosevelt
Preservation Planning Alternative 2
Roosevelt High School / Escuela Preparatoria Roosevelt
What we recommend / Lo que recomendamos

**Proposed Scope of Work / Alcance del proyecto propuesto**

- New building(s) to be constructed consisting of / Construcción de edificios nuevos con:
  - Classrooms / Salones de clases
  - General / General
  - Science / Ciencias naturales
  - Specialty / Especialidad
  - Gymnasium / Gimnasio
  - Auditorium / Auditorio
  - Lunch Shelter / Cobertizo para Almuerzo
  - Health/Wellness Clinic / Clínica de Salud y Nutrición

- Site upgrades / Mejoras al sitio
  - Site infrastructure / Infraestructura del sitio
  - Accessibility / Accesibilidad
  - Parking and drop-off / Estacionamiento y zona para pasajeros
  - Landscape & hardscape / Diseño de jardinería y patios
  - Exterior paint / Pintura de exteriores
SCOPE OF WORK – ALCANCE DEL TRABAJO

NEW CONSTRUCTION – CONSTRUCCIÓN NUEVA

1. main entry / entrada principal
2. promenade / andador
3. quad / canchas de deportes
4. dining / comedores
5. lindbergh fountain + garden / fuente lindbergh + jardín
6. garden of peace / jardín de la paz
7. fields + hardcourts / campos + patios
8. parking / pavimentados estacionamiento

- new building / edificio nuevo
- existing building to remain / edificio existente que permanecerá
- limit of work / límite de la obra
- future expansion area / área de expansión futura
1 gazebo / kiosco
2 garden of peace / jardín de la paz
3 lindbergh fountain + garden / fuente lindbergh + jardín
4 murals / murales
5 class tiles / trabajos de arte
6 medallion / medallón
7 legacy light poles / postes de luz
8 commemorative benches / bancos conmemorativos
9 building signage / senalización del edificio
4 new buildings

78 21st century classrooms
7 specialized classrooms

forensics
networking | technology
3 engineering labs
patient care
ciencia forense | redes tecnológicas | 3 lab.
de inginería | atención médica

78 aulas del siglo xxi
7 aulas especializadas

new administration
performing arts center

auditorium | drama | dance | choral | 2 music classrooms

auditório, teatro, danza, coro, 2 aulas de música

250,000 sf of new construction

250,000 pc de construcción nueva
Virtual Tour
Anticipated Project Timeline

Cronograma anticipado del proyecto

- Project Development / Desarrollo del Proyecto
- Environmental / Ambiental
- Design / Diseño
- Approvals / Aprobaciones
- Construction / Construcción
- Notice to Proceed with Construction
- Aprobación del Proyecto
- CEQA Certification
- Phase 1
- Phase 2
- Phase 3
- ~4 Years / Años

Identificación del sitio
Definición del Proyecto
Aprobación del Proyecto
CEQA Certificación

BOE
BOE
BOE
BOE
Next Steps – Próximos Pasos

Continue work on the Design

Continuar Trabajando en el Diseño

Preconstruction Meeting

Reunión Previa a la Construcción
Questions and Comments – Preguntas y comentarios

For More Information Please Contact:

Para mayor información, favor de llamar:

LAUSD FSD Community Relations
Relaciones Comunitarias FSD - LAUSD

Fortunato Tapia, Community Outreach Organizer
Organizador de enlace comunitario

fortunato.tapia@lausd.net

• Main Line (213) 241-1340  • Direct Line (213) 241-1338
GENERAL CONDITIONS OF
THE DESIGN-BUILD CONTRACT

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1.1. BASIC DEFINITIONS
1.2. PARTIES TO THE DESIGN-BUILD CONTRACT
1.3. CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS
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GENERAL CONDITIONS BETWEEN DISTRICT AND DESIGN-BUILDER

ARTICLE 1 GENERAL PROVISIONS

1.1 Basic Definitions

1.1.1 Acceptance means the point that the Work as a whole is accepted by the District.

1.1.2 Acceptance of Field Conditions means the form to be provided by District and executed by Design-Builder after its field verification and investigation of the Site and the Reference Documents, including as built documents for Existing Improvements, if any, and other information provided by District.

1.1.3 Act of God means earthquake, natural flood, tornado or other unusually severe natural or weather phenomenon occurring at the Site and causing Delay to performance of the Work at the Site; provided, however, that precipitation and winds shall not be an Act of God unless it exceeds in any given month the 10-year average of monthly levels as established by the National Oceanic and Atmospheric Administration ("NOAA") according to NOAA's records of measurable precipitation and winds taken at NOAA's recording station located within the Los Angeles County basin area that is nearest to the Site.

1.1.4 Addendum means written or graphic information (including, without limitation, Drawings or Specifications) prepared and issued by the District prior to execution of the Design-Build Contract, which modifies or interprets the Pre-Qualification Documents, RFP Documents or Contract Documents by additions, deletions, clarifications, or corrections.

1.1.5 Admitted Surety means a surety insurer that is duly certified pursuant to California Code of Civil Procedure §995.120 to transact business as a surety in the State of California.

1.1.6 Agreement to Prepare and Submit Design-Build Proposal means the agreement between the District and Proposer for preparation and submission by Proposer of its Design-Build Proposal and Best and Final Offers.

1.1.7 Agreement refers to the executed contract between District and Design-Builder.

1.1.8 Allowable Costs means those costs listed in Paragraph 7.7.3, below, that are to be used in calculating Contract Adjustments.

1.1.9 Allowable Markups means those percentage markups listed in Paragraph 7.7.5, below, that are to be used in calculating Contract Adjustments.

1.1.10 Allowance means estimated amounts identified by the District in the RFP Documents, if any, that are included in the Contract Sum. No portion of the Work shall constitute an Allowance unless expressly identified as an "Allowance" in the Design-Build Contract.

1.1.11 Applicable Laws means all statutes, ordinances, rules, regulations, policies and guidelines enacted by Governmental Authorities (including, without limitation, Environmental Laws and Disability Laws), codes adopted or promulgated by Governmental Authorities (including, without limitation, building and health and safety codes), lawful orders of Governmental Authorities and common law, including, but not limited to, principles of equity applied by the courts of the State of California, which are in effect at the time the Work is performed.

1.1.12 Applicant means a Design-Build Entity that has submitted all requested information specified in the Request for Qualifications (RFQ) solicitation.

1.1.13 Application for Payment means Design-Builder's itemized application for Progress Payment or Final Payment prepared, submitted and substantiated for review and approval by Districts Authorized Representative in accordance with the requirements of the Contract Documents.

1.1.14 Appropriate Authorities and Agencies means Municipal, county, state, regional or federal authorities with jurisdiction or responsibility over all or any portion of the Project. This term is intended to include those agencies and authorities which may require information or the
filing of drawings, specifications, permits, etc., such as: the State Fire Marshal, Division of the State Architect, California Department of Education, Health Department, or any organization for code compliance in connection with the project.

1.1.15 **Approved Deviation** means a deviation from the requirements of the Project Criteria, RFP Documents, Design-Build Contract or General Conditions that is either: (1) set forth in an RFP Addendum or (2) contained in Construction Documents prepared by Design-Builder and approved by or on behalf of District in the manner provided for in Paragraph 3.2.5, below.

1.1.16 **Architect of Record** means the design professional the Design-Builder proposes to District to assume responsibility for the architectural design for a Project or Projects.

1.1.17 **Architect of Record's Firm** means, in the case of an Architect of Record who is an employee, the sole proprietorship, corporation, partnership or other association that employs the Architect of Record.

1.1.18 **As-Built Drawings** are prepared by the Design-Builder. They show, in red ink, on-site changes to the original construction documents.

1.1.19 **Associates** means all of the following with respect to any person, entity, or association of persons or entities about whom information is requested in the Pre-Qualification Documents: (1) the current license qualifier (such as, without limitation, the responsible managing employee or responsible managing officer) for each current and active contracting license issued by the State of California Contractors State License Board that is held by such person, entity or association; (2) in the case of an entity that is a corporation, all current officers of the corporation; (3) in the case of an association that is a partnership, all current partners of the partnership; (4) in the case of an association that is a joint venture, all current joint venturers of the joint venture; or (5) in the case of an association that is not a partnership or joint venture, all members of such association.

1.1.20 **Award(ed)** means the action of the Board of Education duly authorizing the District to enter into the Design-Build Contract.

1.1.21 **Basis of Design Documents** are those documents specifically listed in, as applicable, the Contract Documents as being the “Basis of Design Documents.”

1.1.22 **Beneficial Occupancy** means that District has assumed physical occupancy and use of all or such portion of the Work as further described in Section 9.11.

1.1.23 **Best and Final Offer (or, BAFO)** means an offer submitted by a Proposer, after submission of its Design Builder Proposal, in response to a request by District for the final terms on which the Proposer will, if it receives the Award, enter into the Design-Build Contract.

1.1.24 **BIM** is a Building Information Model (BIM) is a digital representation of the physical and functional characteristics of a facility, building or project.

1.1.25 **Board of Education** means the governing board of the Los Angeles Unified School District.

1.1.26 **Bond Program** means Los Angeles Unified School District Proposition Bond Program.

1.1.27 **CA-CHPS or CHPS** means the California Collaborative for High Performance Schools

1.1.28 **CADD Standards** means the standards developed by the Districts Authorized Representative setting forth the basic requirements for production and use of electronic files of documents depicting design information.

1.1.29 **CAFM** means the Computer Aided Facilities Management System is LAUSD’s fixed asset spatial database. It carries unique site, building, floor and space information along with relevant attributes. The data is fully georeferenced to real world coordinates.

1.1.30 **California Environmental Quality Act (CEQA)** means the statutory and regulatory requirements set forth by law, including without limitation, the California Public Resources Code, as applicable to the Project.

1.1.31 **Certification for Payment** means the statement from the Districts Authorized Representative certifying the Districts Authorized Representative's determination of the amount
of money to be paid and/or not to pay to the Design-Builder upon an Application for Payment.

**1.1.32 Change** means a modification, change, addition, substitution or deletion in the Work or in Design Builder’s means, methods, manner, time or sequence of performing the Work arising from any cause or circumstances, including, without limitation, either directly at the request of District or constructively by reason of other circumstances. Use of the term "Change," in any context, in the Contract Documents shall not be interpreted as implying that Design-Builder is entitled to a Contract Adjustment on any basis other than for Compensable Change, Deleted Work or Compensable Delay.

**1.1.33 Change Order** means a written instrument, signed in accordance with the requirements of the General Conditions, setting forth the agreement of District and Design-Builder on the terms of a Contract Adjustment.

**1.1.34 Change Order Request** (also known as Change Order Proposal) means Design-Builder’s written request pursuant to Paragraph 7.6.2, below, for a Contract Adjustment.

**1.1.35 Claim** means a written demand or assertion by Design-Builder or District seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A Claim does not include the following: (1) tort claims for personal injury or death; (2) stop notice claims; (3) the right of District to specific performance or injunctive relief to compel performance; (4) right of District to suspend, revoke or limit the Design-Builder’s pre-qualification status or rating or to debar Design-Builder from bidding or contracting with District; (5) right of District under Applicable Laws, due to a violation by Design-Builder of its statutory obligations under Public Contract Code §4100 et seq., to terminate the Design-Build Contract and/or recover penalties; or (6) disputes arising out of or pertaining to the District's Labor Compliance Program or the Project Stabilization Agreement.

**1.1.36 Claims Dispute Resolution Process** means the process for resolution of Claims set forth in Section 4.4, below.

**1.1.37 Close-Out Documents** means all Record Documents, warranties, guarantees, technical information, operations manuals, replacement parts, excess and attic stock and other documents (including, without limitation, electronic versions and hard copies) and things required to be submitted by Design-Builder under the Contract Documents as a condition of Final Completion or Final Payment.

**1.1.38 Commissioning Agent** is hired by the District to work with the Design-Builder to review and consult on behalf of the District the commissioning process at each phase of design and construction.

**1.1.39 Commissioning Guide** is the LAUSD guidelines to ensure that buildings and building systems are designed, installed, functionally tested and capable of being operated and maintained in conformance with LAUSD’s design intent.

**1.1.40 Compensable Change** means circumstances involving the performance of Extra Work: (1) that are the result of (a) Differing Site Conditions, (b) amendments or additions to Applicable Laws which are enacted after the later of either (i) the date of submission by Design-Builder of its Design-Builder Proposal or (ii) the date of submission by Design-Builder of its last Best and Final Offer, (c) a Change requested in a writing signed by District in the manner required by Article 7, below, for authorization of Compensable Changes, or (d) other circumstances involving a Change in the Work for which the Design-Builder is given under the Contract Documents a specific and express right to a Contract Adjustment of the Contract Sum; (2) not caused by (a) an act or omission of the Design-Builder or a Subcontractor or Subconsultant, constituting negligence, willful misconduct or a violation of an Applicable Law, (b) a failure by Design Builder to comply with the Contract Documents, or (c) a Design Deficiency; (3) for which a Contract Adjustment is not prohibited by nor waived under the terms of the Contract Documents; and (4) that if
performed would require the Design-Builder to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such circumstances.

1.1.41 **Compensable Delay** means a Delay to the critical path of activities affecting Design-Builder's ability to achieve Substantial Completion of the entirety of the Work within the Contract Time: (1) that is the result of (a) a Compensable Change, (b) the active negligence of the District, Districts Authorized Representative, a District Consultant or a Separate Contractor, (c) a breach by District of an obligation under the Contract Documents, or (d) other circumstances involving Delay for which the Design-Builder is given under the Contract Documents a specific and express right to a Contract Adjustment adjusting the Contract Sum; (2) not caused by (a) an act or omission of the Design-Builder or a Subcontractor or Subconsultant, constituting negligence, willful misconduct, or a violation of an Applicable Law, (b) a failure by Design Builder to comply with the Contract Documents, or (c) a Design Deficiency; and (3) for which a Contract Adjustment to the Contract Time is neither prohibited nor waived under the terms of the Contract Documents.

1.1.42 **Contract Adjustment** means an adjustment, additive or deductive, to the Contract Sum or Contract Time that is permitted by the Contract Documents on the grounds of circumstances constituting Compensable Change, Compensable Delay or Deleted Work.

1.1.43 **Contract Documents** means the following collection of documents governing the Design-Builder's performance of the Work:

1.1.43.1 Project Criteria;
1.1.43.2 Approved Deviations;
1.1.43.3 RFP Documents;
1.1.43.4 either (1) if no Best and Final Offers have been requested by District, the Design-Builder Proposal or (2) if Best and Final Offers have been requested by District, the Design-Builder's last-submitted Best and Final Offer, including, in the case of a Best and Final Offer that is an amendment to a Design-Builder Proposal or a Best and Final Offer the terms of such amendment; provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of a Design-Builder Proposal, Best and Final Offer, or amendment thereto, that deviates from the Project Criteria or other requirements of the RFP Documents;
1.1.43.5 the Design-Build Contract;
1.1.43.6 other terms, conditions and requirements applicable to the performance of the Design-Build Contract and Work (including the General Conditions, any Supplementary and/or Special Conditions);
1.1.43.7 Addenda and other documents listed in the Design-Build Contract;
1.1.43.8 Modifications issued after execution of the Design-Build Contract;
1.1.43.9 Final Construction Documents prepared by Design-Builder in accordance with the requirements and standards of the Contract Documents and approved by District; provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Final Construction Documents that deviates from the Project Criteria or other requirements of the RFP Documents;
1.1.43.10 a Change Order signed in the manner required by the General Conditions;
1.1.43.11 a Unilateral Change Order signed in the manner required by the General Conditions;
1.1.43.12 a written order for a Minor Change in the Work signed in the manner required by the General Conditions;
1.1.43.13 Reference Documents;
1.1.43.14 Project Stabilization Agreement;
1.1.43.15 Labor Compliance Program;
1.1.43.16 OCIP Manual;
1.1.43.17 those documents, or portions or provisions of documents that, although
not listed in Subparagraphs 1.1.39.1 through 1.1.39.16, above, are expressly cross-
referenced therein or attached thereto;
1.1.43.18 Non-Collusion Affidavit, executed by Design-Builder.
1.1.43.19 Betterment List, if applicable

1.1.44 **Contract Price or Contract Sum** means the total amount of compensation that is
payable to Design-Builder for the performance of the Work in accordance with the Contract
Documents expressed as a firm and fixed lump sum dollar amount as stated in the Design-
Builder’s proposal.

1.1.45 **Contract Time** means the total number of Days set forth in the Design-Build Contract and
the District approved Preliminary Phasing Plan and Final Phasing Plan within which Design-Builder
must achieve: (1) Substantial Completion of the Work; (2) Final Completion of the Work; and (3)
Project Certification, as extended or shortened by Contract Adjustments.

1.1.46 **Contracting Manager** means the individual designated by District for the executive
oversight for the Project.

1.1.47 **Contractor or General Contractor** referenced any anywhere in the Contract Document
shall mean the Design-Builder.

1.1.48 **Construction Documents** means all versions (in-progress and completed) of the Drawings
and Specifications described in the Design Document Submission Standards as comprising the
"Construction Documents" for the Project, including, without limitation, the Final Construction
Documents. Construction Documents are the documents, consisting of Drawings and
Specifications, to be prepared or assembled by Design-Builder consistent with the Basis of Design
Documents unless a deviation from the Basis of Design Documents is specifically set forth in a
Change Order executed by both District and Design-Builder, as part of the design review process
contemplated by Section 14.1 of this Contract.

1.1.49 **Construction Health, Safety and Environmental Program** means the plan prepared by
Owners Controlled Insurance Program (OCIP) setting forth the policies, procedures and forms to
be followed and used by the Design-Builder and others in connection with safety, health and
environmental conditions at the Site.

1.1.50 **CSI** is the Construction Specification Institute.

1.1.51 **Date of Commencement of Construction** means the starting date set forth in the Notice
to Proceed with Construction which shall be no earlier than the first working day following
issuance of the Notice to Proceed with Construction.

1.1.52 **Date of Commencement of Design** means the starting date set forth in the Notice to
Proceed with Design, which shall be no earlier than the first working day following issuance of the
Notice to Proceed with Design.

1.1.53 **Day**, whether capitalized or not, and unless otherwise specifically described as a work day
or business day, means calendar day, including weekends and legal holidays.

1.1.54 **Defective Work** means Work by Design-Builder or its Subcontractors or Subconsultants
that contains, includes or constitutes: (1) a Design Deficiency; or (2) materials, equipment, labor,
workmanship, construction services or other construction performed or provided by the Design-
Builder or a Subcontractor or Subconsultant that is (a) faulty, omitted, incomplete, or deficient,
or (b) does not conform to Applicable Laws, the Contract Documents, or the requirements of any
inspection, reference standard, test, code or approval specified in the Contract Documents.

1.1.55 **Delay**, whether capitalized or not, means any circumstances involving delay, interruption,
disruption, hindrance or interference.

1.1.56 **Deleted Work** means Work that is eliminated or its scope or cost reduced pursuant to a
1.1.57 **Department of Industrial Relations** means the Department of Industrial Relations of the State of California.

1.1.58 **Design-Build Contract** means the written contract executed between the District and the Design-Builder.

1.1.59 **Design-Build Design Consultant** is a qualified, licensed design professional(s) who may or may not be an employee of Design-Builder who will furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who may or may not be an employee of Design-Builder or the Design Consultant retained to furnish design services required under the Contract Documents.

1.1.60 **Design-Build Directive** is a written directive issued by District’s Authorized Representative, on or after the effective date of the Design-Build Contract, directing the Design-Builder to proceed regarding an issue of dispute, or requiring the Design-Builder to take a specified action regarding the Work, Project and/or the Contract Documents. A Design-Build Directive may, but not always will, result in an addition, deletion, and/or revision in the Work, and may contain a proposed basis for a Change Order Request.

1.1.61 **Design-Build Entity** means a design-build entity as defined by California Education Code §17250.15(c). The term Contractor, if used in the Contact Documents, means Design-Build Entity.

1.1.62 **Design-Build Entity Member** means any and all of the individuals, corporations, partnerships, joint ventures or other associations of persons or entities that holds an ownership interest in, or that shares in the profits and losses of, a Design-Build Entity. If a Design-Build Entity Member is itself a partnership, joint venture or other association of persons or entities, then the term Design-Build Entity Member also means and includes any and all of the individuals, corporations, partnerships, joint ventures or other associations of persons or entities that holds an ownership interest in, or that shares in the profits and losses of, such Design-Build Entity Member.

1.1.63 **Design-Build Schedule** means the detailed, critical path schedule prepared by the Design-Builder in accordance with the requirements of the Contract Documents showing the Design-Builder’s plan for performance of the Work within the Contract Time and which shall be submitted in native electronic form as required by the District.

1.1.64 **Design-Build Team** means the following person or entities proposed by an Applicant as the design-build team, which the Applicant is requesting be pre-qualified by District: (1) Applicant; (2) General Contractor; (3) Architect of Record; (4) Principal Engineer(s); and (5) Proposed Subcontractors.

1.1.65 **Design-Builder** means the person or entity under contract with the District pursuant to the Design-Build Contract to design and construct the Work.

1.1.66 **Design-Builder Amount** means the component amount calculated on behalf of Design-Builder pursuant to Paragraph 13.1.5, below, that is used to determine the total net amount payable to Design-Builder or District in the event of a partial or full termination or discontinuance of the Work.

1.1.67 **Design-Builder Proposal** (or, Proposal) means the price and non-price proposals to be submitted in accordance with the RFP and Attachment No. 3 Specific Design Builder Proposal Requirements (including, without limitation, any other documents, models and renderings required by the RFP Documents to be submitted with the Design-Builder Proposal) initially submitted by the Proposer in response to the Request for Proposals.

1.1.68 **Design-Builder’s Own Expense**, when used in the Contract Documents with regard to a stated circumstance, means that the Design-Builder agrees to pay for any Loss associated with such circumstance without reimbursement by the District and without adjustment to the Contract.
Sum or Contract Time. References to Design-Builder’s Own Expense in relation to a set of circumstances stated in one portion of the Contract Documents shall not be interpreted as implying that such circumstances are the sole or exclusive circumstances under which the Design-Builder is responsible to bear, at its own expense, a particular risk or cost without compensation or reimbursement by the District.

1.1.69 Design Consultant means a District Consultant, if any, retained to oversee the Design-Builder’s performance of the design portion of the Work.

1.1.70 Design Deficiency means:

1.1.70.1 Information contained in the Construction Documents, an Approved Deviation or a Submittal that:

1.1.70.1.1 constitutes a design, engineering or other technical error,
1.1.70.1.2 violates an Applicable Law in effect at the time such information was first prepared,
1.1.70.1.3 violates an Applicable Law enacted after the time such information was first prepared and that Design-Builder fails promptly after such enactment to correct to conform to such Applicable Law,
1.1.70.1.4 conflicts or lacks coordination with information contained in another part of the Contract,
1.1.70.1.5 at the time such information was prepared it conflicted or lacked coordination with other Documents, or information relating to the Project, Work, Site or Existing Improvements that was either known to Design-Builder or that Design-Builder should have known in the performance of an obligation assumed by Design-Builder under the RFP Documents, Design-Build Contract or General Conditions; or
1.1.70.1.6 not in compliance with the District’s Design Standards and Project Criteria.

1.1.70.2 an omission in the Construction Documents, an Approved Deviation or a Submittal that, in some material respect, renders one or more of the details, elements or parts of the Construction Documents, the Approved Deviation or the Submittal materially misleading or materially incomplete; or

1.1.70.3 information or an omission, not within the definitions of Design Deficiency set forth above, in an Approved Deviation that when incorporated into the construction of the Work renders some other portion of the Work unsuitable to satisfy a portion or all of the requirements of the Project Criteria, other Approved Deviations or the Design Intent, unless Design-Builder has fully informed District in writing at the time Design-Builder requested approval of such information or omission as an Approved Deviation that such approval may result in rendering some other portion of the Work unsuitable to satisfy a portion or all of the requirements of the Project Criteria, other Approved Deviations or the Design Intent.

1.1.71 Design Document Submission Standards means the standards and requirements set forth in the District’s Project Criteria and the Design and Construction Phase Responsibilities in Article 6 of the Agreement which shall govern the submission by Design-Builder of Construction Documents to the District’s Authorized Representative for their review and approval.

1.1.72 Design Documents means all originals, copies and drafts of plans, drawings, tracings, specifications, programs, reports, calculations, presentation materials, models and other writings or materials containing designs, specifications or engineering information prepared by Design-Builder or its Subconsultants or Subcontractors including, without limitation, computer aided design materials, electronic data files, and paper copies.
1.1.73 **Design Fee** means the portion of the proposed Contract Price for all design costs as stated in Design Builder’s Proposal to District.

1.1.74 **Differing Site Condition** means those unforeseen conditions described in Paragraph 4.4.9, below, that constitute a ground for Contract Adjustment.

1.1.75 **Disability Laws** means all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Government Authority, which regulate, relate to, or impose liability or standards of conduct with respect to, or accessibility for, persons with disabilities, including, without limitation, the Americans With Disabilities Act (42 U.S.C. §§ 12101, et seq.) and the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3604 et seq.).

1.1.76 **Discovery Date** generally used in reference to Design-Builder’s obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates that Design-Builder or any Subcontractor or Subconsultant either: (1) discovered such facts, conditions or circumstances; or (2) should have discovered such facts, conditions or circumstances in the exercise of the level of care required by the terms of the Standard of Performance.

1.1.77 **Discussions** means confidential, face-to-face exchanges between the District’s RFP Selection Committee and a Proposer for the purpose of: (1) validating the Design-Builder’s direction and philosophy; (2) clarifying Design-Builder Proposals to assure a full understanding of, and responsiveness to, the requirements of the RFP Documents and (3) discussing any perceived weakness or deficiencies in a Design-Builder Proposal. Discussions include both Pre-Scoring Discussions and Post-Scoring Discussions.

1.1.78 **District or Owner** means the Los Angeles Unified School District.

1.1.79 **District Amount** means the component amount calculated on behalf of District pursuant to Paragraph 13.1.5, below, that is used to determine the total net amount payable to Design-Builder or District in the event of a partial or full termination or discontinuance of the Work.

1.1.80 **District Consultant** means a consultant, other than District’s Authorized Representative, engaged by the District to provide professional advice with respect to the design, construction or management of the Project.

1.1.81 **District’s Authorized Representative** means the Project Team member primarily responsible for management, oversight and supervision of the development and implementation of the Project, who may be either an employee of District or a consultant retained by District.

1.1.82 **District Furnished Materials** means materials, equipment, goods, products or other items that are furnished by District to Design-Builder for incorporation into the Work by Design-Builder or a Subcontractor of any Tier.

1.1.83 **District’s Project Criteria** are developed by or for District to describe District’s program requirements and objectives for the Project, including use, adjacencies, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder’s performance of the Work. District’s Project Criteria may include conceptual documents, design criteria, design performance specifications, education design specifications, and CHPS, LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.1.84 **District Review Date** means an end date(s) set forth in the Design-Build Schedule or Submittal Schedule for the District, District’s Authorized Representative or District Consultant to provide information, review documents or render decisions.

1.1.85 **District Review Period** means a period of time set forth in the Design-Build Schedule or Submittal Schedule within which the Design-Builder has scheduled the District, District’s Authorized Representative or District Consultant to provide information, review documents or render decisions.
1.1.86 **District Website** means the website maintained by the District at www.laschools.org.

1.1.87 **Drawings** means the graphic and pictorial portions of the Project Criteria or Construction Documents showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Drawings" is used interchangeably with "Plans."

1.1.88 **DSA** means the Division of the State Architect in the Department of General Services for the State of California.

1.1.89 **DSA Review Time** means the actual period of time of review by DSA of the Construction Documents for the Work, commencing from the date that the submission is made to DSA and ending on the date that DSA issues its approval thereof.

1.1.90 **Education Specifications (Ed Specifications)** is the detailed descriptions of the functional and facilities support requirements for each space defined in the Facilities Space Program, including prototype drawings and equipment lists. The Ed Specifications are available for High, Middle, and Elementary Schools.

1.1.91 **Electrical Subcontractor** means the specialty contractor, holding a Class C10 (electrical) contractor's license issued by the State of California Contractors State license Board that is current, active and in good standing, who an Applicant or Proposer proposes to assume responsibility for the construction of the electrical trade portion of a Project or Projects.

1.1.92 **Environmental Laws** means all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Governmental Authority, which regulate, relate to, or impose liability or standards of conduct concerning any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof), occupational or environmental conditions on, under, or about the Site or Existing Improvements (including, without limitation, soil, groundwater, and indoor and ambient air conditions), or occupational health or industrial hygiene (but only to the extent related to Hazardous Substances on, under, or about the Site or Existing Improvements), as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and liability Act of 1980 [42 U.S.C. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C. §§ 6901 et seq.]; the Clean Water Act (also known as the Federal Water Pollution Control Act) [33 U.S.C. §§ 1251 et seq.]; the Toxic Substances Control Act [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Substances Transportation Act [49 U.S.C. §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act (7 U.S.C.A. §§ 136 et seq.); the Superfund Amendments and Reauthorization Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Air Act [42 U.S.C. §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A. §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C. §§ 6901 et seq.]; the Surface Mining and Reclamation Act [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C. §§ 11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C. §§ 655 and 657]; the Residential Lead-Based Paint Exposure Act (Title X of the Housing and Community Development Act of 1992) [15 U.S.C.§§ 2681 et seq.]; the Lead-Based Paint Poisoning Prevention Act (42 u.s.c. §§ 4821 et seq.); and all similar federal, state or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirement.

1.1.93 **Escrow Agent** means the entity serving as escrow agent pursuant to California Public Contract Code § 22300 In connection with the deposit of securities or retention.

1.1.94 **Event of Design-Builder Default** means an events constituting default by Design-Builder as set forth in Paragraph 13.1.1, below.

1.1.95 **Excusable Delay** means a Delay, other than a Compensable Delay, to Design-Builder's ability to achieve Substantial Completion or Final Completion of the Work within the Contract Time: (1) to the extent not caused by a Design Deficiency, an act or omission of Design-Builder, or a Subcontractor or a Subconsultant, constituting negligence, willful misconduct, a violation of an
Applicable Law or a failure by Design-Builder to comply with the Contract Documents; (2) that is unforeseeable, unavoidable and beyond the control of Design-Builder and the Subcontractors and Subconsultants; and (3) that is the result of a Force Majeure Event but only to the extent Design-Builder could not have avoided the Force Majeure Event or limited or mitigated its impact. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Design-Builder or a Subcontractor or Subconsultant, nor any failure by a Subcontractor or Subconsultant to perform any obligation imposed by contract or Applicable Laws, shall constitute a ground for Excusable Delay.

1.1.96 **Existing Improvements** means all improvements that, as of the Final Proposal Submission Date are located above or below the surface of the ground at the Site, including but not limited to existing buildings, systems, utilities, infrastructure improvements and other facilities.

1.1.97 **Extra Work** means labor, materials, equipment, services or other work, not reasonably inferable by the Design-Builder or its Subcontractors or Subconsultants from the design and other information set forth in the RFP Documents or Contract Documents, the performance of which requires the expenditure by the Design-Builder of additional and unforeseen Allowable Costs of performance. References to Extra Work shall not be interpreted to mean or imply that the Design-Builder is entitled to a Contract Adjustment unless such Extra Work constitutes a Compensable Change.

1.1.98 **Facilities Master Plan** means the District Approved master plan for the campus showing where the improvements for the Project are proposed to be, where appropriate, approximate square footages, building footprints and infrastructure.

1.1.99 **Final Completion**, Finally Complete mean the point at which all of the following conditions have occurred:

1.1.99.1 the Work is fully completed in accordance with the Contract Documents and the Project Criteria, including all minor corrective, or "punch list," items;

1.1.99.2 a permanent or temporary certificate of occupancy (free of any conditions that are the result of a Design Deficiency, an act or omission of the Design-Builder or a Subcontractor or Subconsultant of any Tier constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Design-Builder to comply with the Contract Documents) for such Work has been obtained;

1.1.99.3 the work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork and other work; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped and washed clean and in an undamaged, new condition; all aluminum and other metal surfaces are cleaned in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with manufacturers' recommendations and buff dried by machine to bring the surfaces to sheen;

1.1.99.4 all conditions for Substantial Completion of the Work have been, and continue to be, fully satisfied;

1.1.99.5 all conditions within the control or responsibility of Design-Builder or its Subcontractors or Subconsultants and pertaining to the Work that are required for the release of District's obligations (including, but not limited to, release of District's bond obligations) to Governmental Authorities, including all Applicable Appropriate Authorities and Agencies (including, but not limited to, matters involving
1.1.100 All requirements in Article 6.6.11 of the Design-Build Contract have been met and all necessary certifications have been obtained. Final Completion Punch List means the list of minor items of Work to be completed or corrected by Design-Build for Final Completion.

1.1.101 Final Construction Documents means the 100% completed and coordinated Construction Documents prepared by Design-Build that are approved by the District, including any changes and corrections required by DSA or other Governmental Authorities.

1.1.102 Final Payment means payment by the District to the Design-Build of the unpaid balance of the Contract Sum following Final Completion subject to any amounts withheld by District under Section 9.6.1 below. Design-Build agrees that an amount up to .5% of the Contract Sum may be withheld by District from Final Payment until Project Certification is complete.

1.1.103 Final Proposal Submission Date means the later of either (1) the date that a Proposer submitted its Design-Build Proposal; or (2) the date that the Proposer submitted its last-submitted Best and Final Offer.

1.1.104 Force Majeure Event means, and is restricted to, any of the following to the extent (i) not foreseen or anticipated, (ii) the risk of which has not been allocated by some other provision and (iii) is not caused by a Design Deficiency, an act or omission of the Design-Build or a Subcontractor or Subconsultant, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Design-Build to comply with the Contract Documents: (1) Acts of God occurring at the Site; (2) terrorism or other acts of a public enemy at the Site; (3) actions or inactions of DSA in connection with its review or approval or disapproval of the Construction Documents that results in the DSA Review Time exceeding 270 days (subject to the terms of Section 4.4 of the Design-Build Contract); (4) epidemics or quarantine restrictions that limit or restrict access to the Site; and (5) strikes and other organized labor action that are part of a national strike or an industrial dispute on a national level (that is not directed against Design-Build or its partners or joint venture members or its Subcontractors or Subconsultants or any affiliates of the foregoing) which are beyond the control of Design-Build and its Subcontractors and Subconsultants and whose effects cannot be avoided by taking all necessary action or actions under the terms and conditions of the Project Stabilization Agreement which may include the use of replacement workers, implementation of a dual gate system or other reasonable and customary accommodations at the Site.

1.1.105 Fragnet means a contemporaneous, fragmentary scheduling network, which graphically identifies the sequencing of all critical and non-critical new activities and/or activity revisions affected by a Compensable Delay or Excusable Delay with logic ties to all affected existing activities noted on the Design-Build Schedule, that isolates and quantifies a time impact of a specific issue, determines and demonstrates any such specific Delay in relation to past and/or other current Delays and provides a method for incorporating all Contract Adjustments to the Contract Time into an update of the approved Design-Build Schedule.

1.1.106 General Conditions means the herein set forth general terms and conditions governing performance of the Work.

1.1.107 General Contractor means the Design-Build Team member who an Applicant or Proposer proposes to the District to assume responsibility for the subcontracting, management, supervision and administration of the construction of the Project.

1.1.108 General Requirements means Division 01 of the Specifications of the Contract Documents setting forth detailed procedures and standards applicable to the Work.

1.1.109 Good Faith Determination means a determination made by the Districts Authorized Representative or Contracting Manager, which he/she believes in good faith to be a proper exercise of District's rights and to have a reasonable basis in fact, whether or not such determination is in
fact proper, reasonable or correct or adjudged to be so. Design-Build shall comply with the terms
of all Good Faith Determinations; but unless the Contract Documents otherwise expressly provide,
a Good Faith Determination shall not be interpreted as precluding the Design-Build from
exercising its rights of recourse or recovery pursuant to the Claims Dispute Resolution Process.

1.1.110 Governmental Authority means the United States, the State of California, the County of
Los Angeles, the City in which the Project is located, any other local (other than county, regional,
state or federal political subdivision, authority, agency, department, commission, board, bureau,
court, judicial or quasi-judicial body, and any legislative or quasi-legislative body, or instrumentality
of any of them, which exercises jurisdiction over the Project, Work, Site, Design-Build or District,
including, without limitation, any Governmental Authorities (including, without limitation, DSA)
having jurisdiction to review and approve or reject the Construction Documents, Contract
Documents or the Work based on compliance or non-compliance with Applicable Laws.

1.1.111 Governmental Authority Review Period means a period of time set forth in the Design-
Build Schedule or Submittal Schedule for Governmental Authority review or approval of the Work.

1.1.112 Guarantee to Repair Period means the period of time set forth in Section 13.3 of the
General Conditions for repair or replacement of Defective Work.

1.1.113 Guide Specifications are construction specifications in CSI format that define the
materials and systems acceptable to the District, including considerations of economy,
performance, and maintenance and operations. The Guide Specifications often include alternative
choices. In any case, they must be edited by the Architect to suit the needs of each specific project.

1.1.114 Hazardous Conditions are any materials, wastes, substances and chemicals deemed to be
hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal
of which are regulated by applicable Legal Requirements.

1.1.115 Hazardous Substance means either of the following: (1) any chemical, material or other
substance defined as or included within the definition of "hazardous substances," "hazardous
wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted
hazardous waste," "special waste," "contamination" or words of similar import under any
Environmental Law, including, without limitation, the following: petroleum (including crude oil or
any fraction thereof), asbestos, asbestos containing materials, polychlorinated biphenyls ("PCBs")
and PCB-containing materials, whether or not occurring naturally; or (2) any substance that because
of its quantity, concentration or physical or chemical characteristics poses a significant present or
potential hazard to human health and safety or to the environment, and which has been determined
by any Governmental Authority to be a hazardous waste or hazardous substance.

1.1.116 Holiday means those Days recognized by District as being legal holidays for its staff and
employees, comprised of the following, each of which shall constitute a one Day holiday unless
otherwise stated: Martin Luther King Day; Presidents' Day; Cesar Chavez Day; Memorial Day; Fourth
of July; Labor Day; Veteran's Day; Thanksgiving (two Days); Christmas (two Days); and New Year's
(two Days).

1.1.117 Illness and Injury Prevention Plan (or, IIPP) means the plan prepared by the Design-
Builder setting forth the general safety policies and procedures governing the Design-Build's
performance of the Work.

1.1.118 Indemnitees means those persons or entities listed in Article 12 below as the
"indemnitees".

1.1.119 Inspector of Record means a certified inspector approved by DSA to inspect the Work
pursuant to California Education Code § 17250.35 (b), the Field Act (California Education Code §
17280 et seq.) and applicable provisions of the California Code of Regulations.

1.1.120 Installation Subcontractor means a Subcontractor that has a contract to provide
performance of substantial (i.e., not minor or incidental) construction services for the installation
of temporary or permanent materials, equipment or facilities at the Site.

1.1.121 Instructions to Applicants means that portion of the District's RFQ setting forth the requirements and procedures for pre-qualification of Design-Build Entities.

1.1.122 Instructions to Proposers means that portion of the RFP Documents, so titled, setting forth the requirements and procedures applicable to the Request for Proposals process and the Award of the Design-Build Contract.

1.1.123 Intellectual Property Rights means all intellectual property rights including, without limitation, patent, trademark, trade dress, copyright, industrial design rights, priority rights, and trade secrets.

1.1.124 Key Personnel, Key Persons mean those individuals employed by the Design-Builder whose personal performance is deemed of the essence to the Design-Build Contract. This shall include but not limited to: Design-Build Project Manager, Architect of Record, various Engineers of Record, Subcontractor Project Managers, Construction Manager, General Superintendent, etc.

1.1.125 Labor Compliance Program means the Labor Compliance Program of the Los Angeles Unified School District as being applicable to the Project pursuant to California Labor Code§ 17250 et seq.

1.1.126 LAUSD Outreach Development Program means Small Business Enterprises, Disabled Veteran Business Enterprise, Local Worker Requirements, and We Build Program.

1.1.127 Legal Requirements are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.1.128 Letter of Assent means the Design-Builder's acceptance and agreement to be bound to the terms and conditions of the Project Stabilization Agreement (PSA). The Design-Builder shall require its Subcontractors of every Tier to accept and be bound by the terms and conditions of the PSA. The Design Builder and its Subcontractors of every Tier shall evidence their acceptance of the terms and conditions of the PSA by electronically signing a letter of Assent via the District's Web-based Certified Payroll Reporting System. Letters of Assents must be electronically signed at least 48 hours prior to the commencement of Work on the Project.

1.1.129 Loss, Losses means any and all economic and non-economic injuries, losses, costs, liabilities, claims, damages, cost escalations, actions, judgments, settlements, expenses, fines and penalties. "Losses" do not include attorney's fees or court costs, whether arising as an expense or cost of legal proceedings to which Design-Builder is a party or as a consequential damage claimed against Design-Builder by any third person or entity.

1.1.130 Master Files Archives System means the master filing system prepared by Districts Authorized Representative whereby all documents (electronic and hard copy) are stored for ready access by authorized Project Team members or auditors of the District.

1.1.131 Mechanical Subcontractor means the specialty contractor, holding a Class C20 (mechanical) contractor's license by the State of California Contractors State license Board that is current, active and in good standing, who an Applicant or Proposer proposes to assume responsibility for the construction of the mechanical trade portion of a Project or Projects.

1.1.132 Milestone Dates means the dates established in the approved Preliminary Phasing Plan and approved Final Phasing Plan for portions of the Work.

1.1.133 Minor Change means a Change in the Work that does not involve either performance of Extra Work or a Contract Adjustment.

1.1.134 Modification means a document, other than a Change Order or Construction Directive, approved and signed by the District and Design-Builder after execution of the Design-Build Contract, agreeing to alter, amend or modify the Contract Documents.

1.1.135 Mold means mold, mildew, spores or other microorganisms of any type, nature or
description, or any byproduct thereof, the presence of which poses an actual or potential threat to human health, including, without limitation, any species of organisms of the kingdoms of fungi or mycota, including yeasts, smuts, ruts, mildews, mold and mushrooms, or any microbial contamination, either airborne or surface, which arises out of or is related to the presence of fungi or spores (including, without limitation, aspergillus, cladosporium, penicillium and stachybotrys charta rum).

1.1.136 **Negotiations** means confidential, face-to-face exchanges between the District's RFP Selection Committee and a Proposers to maximize the District's ability to determine and obtain the best value from among the Proposers submitting Design-Builder Proposals or Best and Final Offers.

1.1.137 **Non-Collusion Affidavit** means the form, so titled, required to be submitted by a Proposer under California Public Contract Code § 7106 and the requirements of the Request for Proposals.

1.1.138 **Notice of Change** means a formal written notice required to be submitted by Design-Builder pursuant to Paragraph 7.6.1, below, notifying District of circumstances that Design-Builder believes may give rise to a Contract Adjustment.

1.1.139 **Notice of Completion** means a "notice of completion" as defined in California Civil Code §3093.

1.1.140 **Notice of Delay** means a formal written notice required to be prepared and submitted by Design-Builder pursuant to Paragraph 8.2.2, below, notifying District of circumstances that Design-Builder believes may give rise to a Contract Adjustment to the Contract Time for Excusable Delay or Compensable Delay or a Contract Adjustment to the Contract Sum for Compensable Delay.

1.1.141 **Notice of Final Completion** means the written notice by District’s Authorized Representative confirming the date of actual Final Completion by Design-Builder.

1.1.142 **Notice of Intent to Award** means the written notice by or on behalf of the District stating the District's Intent to Award the Design-Build Contract to the Design-Builder.

1.1.143 **Notice to Proceed with Construction** means the written notice issued by the District to the Design-Builder to begin physical construction of all or certain portions of the Work at the Site and a single notice or multiple notices may be issued by District. Permission granted by the District to conduct on-Site testing or investigation of the Site or other preliminary work in preparation for commencement of the Work shall not be interpreted as constituting a Notice to Proceed with Construction.

1.1.144 **Notice to Proceed with Design** means the written notice issued by the District to the Design-Builder to commence design of the Work.

1.1.145 **Notice to Proceed with Preliminary Design** means the written notice issued by District to the Design Builder to complete the Preliminary Design Requirements.

1.1.146 **Notice of Substantial Completion** means the written notice by the District’s Authorized Representative confirming the date of actual Substantial Completion by the Design-Builder.

1.1.147 **OCIP Manual** means the document entitled "Los Angeles Unified School District Owner Controlled Insurance Program Manual", which is referred to and incorporated pursuant to Article 11 below.

1.1.148 **Performance Bond, Payment Bond** means the surety bonds required to be provided by the Design Builder pursuant to California Education Code § 17250.30 and Section 11.4 below.

1.1.149 **Performance Specifications** means the specifications included in the RFP Documents (as modified by Design Builder and approved by District)

1.1.150 **Plans** means the graphic and pictorial portions of the Project Criteria or Construction Documents showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Plans" is used interchangeably with "Drawings."

1.1.151 **Policy on Local, Small and Emerging Businesses** means the District's policy on affording
opportunities for local, small and emerging businesses which is available on the District’s Website www.laschools.org/contractor/sbop.

1.1.152 **Post-Award Submittals** means the collection of documents described in the RFP Documents that is required to be submitted by the Proposer selected by District for the Award of the Design-Build Contract.

1.1.153 **Post-Scoring Discussions** means Discussions held after the scoring by District of Design-Build Proposals.

1.1.154 **Pre-Scoring Discussions** means Discussions held before the scoring by District of Design-Build Proposals.

1.1.155 **Preliminary Design** means the collaborated and approved revisions between the District and the Design-Build to winning conceptual design competition design prior to starting the schematic design phase.

1.1.156 **Preliminary Design Requirements** means the Work to be completed after Notice to Proceed with Preliminary Design and before issuance of Notice to Proceed with Design as provided in Section 4.1 of the Design-Build Contract.

1.1.157 **Preliminary Phasing Plan** means the plan to be reviewed and approved by District that sets forth the sequence of the Work and interim milestones in accordance with the Project Substantial Completion date subject to modification in the Final Phasing Plan to be prepared by Design Builder and approved by District.

1.1.158 **Principal:** Individuals who are sustained participating owners of the Design-Build firm and are authorized on behalf of the firm to act as signatories to agreements for this project.

1.1.159 **Principal Engineer** means the licensed professional who an Applicant or Proposer proposes to District to assume responsibility for the performance of the design services of a Principal Engineer Discipline for the Project.

1.1.160 **Principal Engineer Discipline** means the following disciplines of professional services: (1) structural engineering; (2) electrical engineering; (3) mechanical engineering; (4) civil engineering; and (5) landscape architecture.

1.1.161 **Principal Engineer’s Firm** means, where a Principal Engineer is not an Individual doing business as a sole proprietorship, the firm (whether a sole proprietorship, corporation, partnership or other association) that employs the Principal Engineer.

1.1.162 **Product Data** means illustrations, standard schedules, charts, instructional brochures, diagrams and other information furnished by the Design-Build to illustrate a material, product or system for the Work.

1.1.163 **Program Manager** means the Project Team member primarily responsible for management, oversight and supervision of the implementation of the Bond Program.

1.1.164 **Project Description and Requirements** is the document that defines the functional and physical requirements for the Project.

1.1.165 **Progress Payment** means a payment of a portion of the Contract Sum that is based on the progress of the Work, less such amount as is authorized to be withheld there from as retention pending Final Completion.

1.1.166 **Project** means the work of improvement at the project listed on the Contract that is the subject of the Design-Build Contract that has been awarded by District to Contractor.

1.1.167 **Project Certification** means receipt of a letter issued by DSA called "Certification and Close of File" certifying that the building projects have been completed in accordance with the requirements of Education Code Sections 17280-17316 and 81130-81147 as to the safety of design and construction. This requirement will apply to each DSA application contained in the Contract and District will withhold an amount up to .5% of the Contract Sum until completion of Project Certification.
1.1.168 **Project Criteria** means the District's requirements, specifications, criteria and objectives for the Project as set forth in the RFP Documents or the Contract Documents as modified by (1) changes to the Project Criteria set forth in an RFP Addendum Issued by District and (2) Approved Deviations.

1.1.169 **Project Documents** means all writings (hard copy and electronic) in the possession of Design-Builder at the Site or elsewhere that relate in any way to the Project or Work.

1.1.170 **Project Stabilization Agreement** means the 2003 Project Stabilization Agreement authorized by the District's Board of education, including, without limitation, all amendments thereto entered into before or after execution of the Design-Build Contract.

1.1.171 **Project Substantial Completion Date** means **XXXX** days after Issuance of Notice to Proceed with Preliminary Design and is the date by which all of the Work must be substantially complete.

1.1.172 **Project Team** means the District, the Contracting Manager, Districts Authorized Representative, Design Consultant, District Consultant(s), Inspectors of Record and other firms or individuals retained by the District, or retained by others with the District's approval, participating in the planning, programming, design or construction of the Work for a Project but does not include Design-Builder and its Subcontractors and Subconsultants.

1.1.173 **Proposed Subcontractor** means a Subcontractor who Design-Builder proposes to the District to assume responsibility for the performance of a Subcontractor Trade Package for the Project, including the Electrical Subcontractor and Mechanical Subcontractor.

1.1.174 **Proposer** means an Applicant who is invited by District to submit, and who submits, a Design-Builder Proposal to the District.

1.1.175 **Proprietary Information** means and is limited to (In lieu of any other definitions that may exist or apply under Applicable Laws) technical information in the form of design details, construction techniques, procedures, means and methods and other technical design and construction information that: (1) is patented, or (2) is (a) only known to those persons within the Proposer's company in whom such technical information is confided, and (b) has unique or special qualities (including, without limitation, a unique or special assembly) not generally known in the construction industry among competing contractors or design-builders designing or constructing structures of the type proposed for the Project; provided, however, that the Proposer has clearly and completely marked and identified with the words "PROPRIETARY INFORMATION" wherever and everywhere it appears in the Proposer's Design-Builder Proposal (and Best and Final Offer, if any) and Construction Documents. Building designs and similar aesthetic elements of a design that are displayed in the Proposer's model shall not, under any circumstances, constitute Proprietary Information and may be disclosed and displayed by the District (including, without limitation, to the public) at any time, without prior notice to or consent of the Proposer.

1.1.176 **Qualified SWPPP Practitioners (QSD)** as approved by the California State Water Resource Control Board.

1.1.177 **Reasonable Order of Magnitude Estimate** means a general estimate prepared by Design-Builder, or by Design-Builder and the Districts Authorized Representative, without the benefit of complete or definitive pricing by Subcontractors and Subconsultants, of the projected additional cost and time associated with a particular item or items of Extra Work or Deleted Work. A Reasonable Order of Magnitude Estimate does not constitute either an authorization or agreement by District to any Contract Adjustment or a guarantee or promise by the Design-Builder with respect to the amount of any Contract Adjustment that may be associated with Extra Work or Deleted Work.

1.1.178 **Record Documents** means the Record Drawings and Specifications, warranties, guaranties, maintenance and operations manuals and other documents that are to be maintained by the Design-Builder on the Site and delivered, along with electronic versions, to the District’s...
Authorized Representative upon Final Completion of the Work.

1.1.179 **Record Drawings and Specifications** means the set of Drawings and Specifications assembled and prepared by the Design-Builder showing the condition of the Work as actually constructed, modified or improved, including, without limitation, the quantities, locations, lengths and dimensions of mechanical, electrical, plumbing, HVAC or similar portions of the Work that are shown diagrammatically in the Contract Documents.

1.1.180 **Reference Documents** means reports, studies, surveys and other information provided by District for Design-Builder’s review and consideration in preparing its Design-Builder Proposal, including, without limitation, as built documents and any other information describing the Site (including surface or subsurface conditions), Existing Improvements or Hazardous Substances at the Site.

1.1.181 **Request for Clarification** means a written request for information submitted after award of the Contract in accordance with Section 3.2.15.

1.1.182 **Request for Extension** means a formal written request submitted by Design-Builder pursuant to Paragraph 8.2.3, below, setting forth the justification and support for Design-Builder’s request for a Contract Adjustment to the Contract Time.

1.1.183 **Request for Proposals** means the design-build competition process conducted by the District that is intended to lead to the Award of a Design-Build Contract.

1.1.184 **Request for Proposals Documents** (or, RFP Documents) means the collection of documents, so titled, issued by the District inviting and instructing the short-listed Applicants on the procedures and requirements applicable to the Request for Proposals process and the Award of the Design-Build Contract for the Project, including, without limitation, the: (1) all documents provided by District to Proposers (including, without limitation, all attachments thereto); and (2) RFP Addenda, if any, issued by District.

1.1.185 **RFP Addendum** means written information in the form of an Addendum provided as part of the RFP process which modifies or interprets the RFP Documents by additions, deletions, clarifications, or corrections.

1.1.186 **RFP Schedule** means the schedule of events and deadlines set forth in the Instructions to Proposers, including any changes thereto made by District pursuant to RFP Addendum

1.1.187 **RFP Selection Committee** means the individuals appointed by the District to evaluate, score and rank the Design-Builder Proposals and to issue a recommendation to the District for issuance of a Notice of Intent to Award to the Proposer whose Design-Builder Proposal represents the "best value" to the District.

1.1.188 **Samples** means physical examples that, when approved by District, illustrate materials, equipment or workmanship by which the Work is to be evaluated and judged.

1.1.189 **Schedule of Values** means a detailed, itemized breakdown of the Contract Sum, which provides for an allocation of the dollar values to each of the various parts of the Work.

1.1.190 **School Design Guide** is a set of guidelines prepared to establish and sustain consistent representation of requirements and standards to all members of the Design-Builder Team as referenced in Article 11.1.8 of the Agreement. It presents design guidelines and criteria for the planning, design and technical development of new schools and modernization, and includes by reference the Facilities Space Program, the Educational Specifications, the Guide Specifications, and the Standard Technical Drawings of the District.

1.1.191 **School Design Guidelines** is the District’s set of guidelines that incorporate the District’s principles and goals for the design of a school and comply with the California Department of Education (CDE) statewide standards. This set of guidelines includes the District’s School Design Guide, Educational Specifications, Guide Specifications, Standard Technical Drawings and Space Program (where applicable).
1.1.192 **Separate Contractor** means a person or entity, other than the Design-Builder, under separate contract with the District to perform construction or supply materials or equipment to the Project.

1.1.193 **Shop Drawings** means drawings, diagrams, schedules and other data specially prepared for the Work by the Design-Builder or a Subcontractor to illustrate some portion of the Work.

1.1.194 **Site** means: (1) the parcel of land identified in the Design-Build Contract on which the Project is located or is to be constructed and such additional parcels as may be purchased by District for such construction; (2) all areas adjacent to such parcels that may be used by Design-Builder or the Subcontractors for staging, storage, parking or temporary offices; and (3) all land areas, both private and public, adjacent to such parcels on which Work is required to be performed under the Contract Documents, Applicable Laws or permits relating to the Project.

1.1.195 **SP Diagrams** (including SP1A, SP2A, SP3A and SP4A documents) are the Diagrams of Building Areas as defined in the latest edition of the LAUSD Estimating Guide and the LAUSD CAFM Guidelines.


1.1.197 **Standard Technical Drawings** refers to the Construction detail drawings that provide District-wide consistent operational and safety standards.

1.1.198 **State Water Resources Control Board** means the State Water Resources Control Board of the State of California.

1.1.199 **Statement of Dispute** means a written description of a disputed Claim that is required to be submitted as part of the Claims Dispute Resolution Process.

1.1.200 **Storm Water Permit** means a State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity issued by the State Water Resources Board for the State of California.

1.1.201 **Subconsultant** means a person or entity, that has a contract to provide performance of substantial (i.e., not minor or incidental) design, engineering or other professional services comprising a portion of the Work, including, without limitation, design consultants, architects and engineers, of any and every Tier.

1.1.202 **Subcontractor** means a person or entity, other than a Subconsultant, that has a contract to perform a portion of the Work, including without limitation, a contractor, subcontractor, sub-subcontractor, supplier, manufacturer and vendor, of any and every Tier.

1.1.203 **Subcontractor Trade Packages** means the subcontracts to be awarded by Design-Builder in accordance with Section 5.1 below and Education Code Section 17250.30 for performing portions of the trade work necessary to construct the Project.

1.1.204 **Submittal** means Shop Drawings, Product Data, Samples, detailed designs, exemplars, fabrication and installation drawings, lists, graphs, operating instructions and other required documents or Substantiation Requirements to be submitted by the Design-Builder under the Contract Documents for review by District, District’s Authorized Representative or a District Consultant.

1.1.205 **Submittal Schedule** means the schedule prepared by the Design-Builder showing the timing for submission and review of Submittals during construction. The Submittal Schedule should include all submittals of Construction Drawings as required by 3.2.3

1.1.206 **Substantial Completion** is the Substantial Completion set forth in the Design-Build Contract for all of the Work. Substantially Complete means the point at which: (i) such Work can be fully enjoyed and beneficially occupied and utilized by District for its intended purpose (except
for minor items which do not impair District's ability to occupy and use such Work); (ii) successful completion of the District's Office of Environmental Health and Safety Essential Safety Checklist (iii) all permits, approvals and certificates by Governmental Authorities (such as, but not necessarily limited to, a permanent or temporary certificate of occupancy that does not contain any conditions that are the result of the Design-Builder failing to perform any obligation under the Contract Documents) required to occupy and use such Work have been issued; and (iv) all systems included in such Work are installed and operational as specified, including all required Furniture and Equipment, all designated or required inspections and certifications by Governmental Authorities have been made and posted, and instructions of District's personnel in the operation of such systems has been completed.

1.1.207 Substantial Completion Punch List means the list of items of Work to be completed or corrected by Design-Builder at Substantial Completion.

1.1.208 Substitute Alternate means a proposal, not requested by the District in the RFP Documents, that is suggested by the Proposer in its Design-Builder Proposal as an alternative for a particular material, system, product, design, method or construction set forth in the Project Criteria and that is proposed as part of, or as a condition to the District's acceptance of, the Proposer's Design-Builder Proposal. Substitute Alternates are not permitted by the RFP Documents and shall not be included in any Design-Builder Proposal.

1.1.209 Substitution means a material, product or item of material or equipment proposed by the Design-Builder after Award of the Design-Build Contract in place of that called for by the Contract Documents.

1.1.210 Sub-Subcontractor is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor’s Work and shall include vendor and suppliers.

1.1.211 Sustainability Certifying Authority is the entity that establishes criteria for achievement of a Sustainability Certification and is authorized to grant or deny a Sustainability Certification.

1.1.212 Sustainability Certification(s) refers to the most current applicable versions of CHPS or LEED guidelines for certification(s).

1.1.213 Sustainability Measure is a specific design or construction element, or post occupant use, operation, maintenance or monitoring requirement that must be completed in order to achieve the Sustainability Objective. The Owner and Design-Builder shall have responsibility for the Sustainability Measure(s) allocated to each of them in the Sustainability Plan.

1.1.214 Sustainability Objective is the Owner’s goal of incorporating Sustainability Measures into the design, construction, maintenance and operations of the Project such to achieve a Sustainability Certification or other benefit to the environment, enhance the health and well-being of building occupants, or to improve energy efficiency. The Sustainable Objective is identified in the Sustainability Plan.

1.1.215 Sustainability Plan is prepared by the Design-Builder and approved by District and identifies and describes: the Sustainability Objective; the targeted Sustainability Measures; the Owner’s and Design-Builder’s roles and responsibilities associated with achieving the Sustainability Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainability Measure; and the sustainability documentation required for the project.

1.1.216 Supplementary and Special Conditions means those portions of the Contract Documents, if any that supplement, by addition, modification or deletion, a portion of the General Conditions.

1.1.217 Surety means the surety (ies) issuing the Performance Bond or Payments Bond.

1.1.218 Tier means the contractual level of a Subcontractor or Subconsultant with respect to the Design-Builder. For example, a "first-tier" Subcontractor is under contract with the Design-Builder. A sub-subcontractor under contract with a first-tier Subcontractor is in the "second tier," and so on. Use of the phrase "of every Tier", or similar phraseology, in the Contract Documents shall not be
interacted as implying that other provisions of the Contract Documents, where such phrase is not used, are intended to be limited application to only the first Tier or to only certain other Tiers of Subcontractors or Subconsultants.

1.1.219 **Time Impact Analysis** means a written report evaluating the impact of an Excusable or Compensable Delay, which shall include, at a minimum, the following: (1) a narrative description of the Delay and its impact on the critical path to achievement of a Substantial Completion or Final Completion of the Work or a portion of the Work designated by District within the Contract Time; (2) a Fragnet; (3) the number of Days of extension sought by Design-Build as a Contract Adjustment to the Contract Time; (4) a computation of the Days of Compensable Delay multiplied times the liquidated damages payable to Design-Build pursuant to Section 3.5 of the Design-Build Contract, if any, sought by Design-Build; (5) a statement that Design-Build has complied with the requirements of the General Conditions for written notice of Delays, along with the dates and copies of such notices; (6) the measures taken by Design Builder and Subcontractors and Subconsultants to prevent or minimize the Delay; and (7) Design-Build's recommendations for reordering or re-sequencing the Work to avoid or minimize further Delay.

1.1.220 **Unexcused Delay** means any Delay that is not a Compensable Delay or Excusable Delay or that constitutes a Compensable Delay or Excusable Delay for which Design-Build is not entitled to a Contract Adjustment to the Contract Time, including, without limitation, the following: (1) Delay caused by a Design Deficiency, an act or omission of Design-Build or a Subcontractor or Subconsultant, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Design-Build to comply with the Contract Documents; (2) Delay for which Design-Build has failed to provide a timely and complete Notice of Delay and Request for Extension; or (3) Delay associated with any circumstances where the costs or risk associated with such circumstances are designated in the Contract Documents as being at Design-Build's risk or at Design-Build's Own Expense.

1.1.221 **Unilateral Change Order** means a writing signed by District in accordance with Article 7, below, in which District unilaterally sets forth its determination of the undisputed portion of an otherwise disputed Contract Adjustment.

1.1.222 **Vendor Application Number** means the form, so titled, that the Request for Proposal requires to be submitted by the Proposer.

1.1.223 **Warranty Manager** The person or firm proposed by Design-Build and approved by District who is responsible for initiating, overseeing and completing warranty calls and other warranty obligations as provided in the Contract Documents.

1.1.224 **Work** means all professional services (including, without limitation, architectural, engineering and other professional services), construction (labor, materials, equipment, services, permits, licenses and taxes) and all other things necessary for the Design-Build to perform its obligations under the contract Documents, including, without limitation, any Changes requested by District, in accordance with the Contract Documents and all Applicable Laws. The Work may constitute the whole or a part of a Project.

1.1.225 **Worker's Compensation Certificate** means the statement, completed by the Proposer in the form specified in the Request for Proposals, evidencing the Proposer's compliance with the worker's compensation insurance requirements of the Request for Proposals and Applicable Laws.

1.2. **PARTIES TO THE DESIGN-BUILD CONTRACT**

The Contract Documents shall not be construed to create a contractual relationship of any kind between: the Districts Authorized Representative, on the one hand, and the Design-Build or a Subcontractor or Subconsultant, of any Tier, on the other hand; (2) the District and a Subcontractor or Subconsultant, of any Tier.

1.3. **CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS**
1.3.1. **Design Intent.** The intent of the Project Criteria is for the Design-Builder to provide all items necessary to produce a work of improvement that is complete as a whole and that is, in all of its parts, suitable for use and occupancy for its intended purpose and for the specific purposes set forth in the Project Criteria, including and without limitation, all fixed furniture and equipment (reference School Design Guide), casework, mechanical, electrical and similar devices of whatever nature, completely installed, hooked-up and made fully operational and functional. District shall provide all loose furnishings.

1.3.2. **Technical Words.** Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

1.3.3. **Incidental Items.** The naming of any material or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and labor therefore, in accordance with first-class practices of the trade involved, unless specifically noted otherwise.

1.3.4. **Applicable Laws.** Compliance with Applicable Laws shall be considered as a part of the Work.

1.3.5. **Modifiers.** The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an." If a modifier or an article is not included in one statement and appears in another it is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

1.3.6. **Singular, Gender, Captions.** When appropriate to the context, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

1.3.7. **Cross-References.** Any cross-references indicated between various paragraphs or other portions of the Specifications, Drawings or other Contract Documents are provided for the convenience of the Design Builder and shall not be deemed to be all-Inclusive.

1.3.8. **Demolition.** Existing Improvements at the Site, for which no specific description is made in the Project Criteria or Approved Deviations, but which could be reasonably assumed to interfere with the satisfactory completion of the Work, shall be removed and disposed of by the Design-Builder without Contract Adjustment.

1.3.9. **Omissions.** Items missing from the Contract Documents and labor, materials and other resources not specified in the Contract Documents shall nevertheless be provided by the Design-Builder, without Contract Adjustment, to the extent reasonably inferable from the Contract Documents as being necessary to satisfy the Project Criteria, Approved Deviations and the Design Intent.

1.3.10. **Conditions Precedent.** Wording used in the Contract Documents indicating that a right of the Design Builder or an obligation of District (either directly or through the Districts Authorized Representative) is subject to or conditioned upon the occurrence of a condition or event, whether or not such condition or event is within the control of Design-Builder, District or others and
whether or not such condition or event is designated to be a condition precedent, shall be understood and interpreted to mean that the stated condition or event is a condition precedent to the existence, arising, performance and exercise of such right or obligation.

1.3.11. Design Deficiencies. Statements in the Contract Documents to the effect that Design-Build shall comply with or conform to the requirements of the Contract Documents shall not be interpreted as relieving the Design-Build from any responsibility to correct any Design Deficiency in the Construction Documents, Approved Deviations or other Contract Documents prepared by Design-Build or its Subcontractors or Subconsultants.

1.3.12. Conflicts. All conflicts in the Contract Documents shall be reported to the Districts Authorized Representative in writing before proceeding with the Work affected thereby. Notwithstanding the order of precedence provisions below, in the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement or greater burden on the Design-Build or requiring the greater quantity or higher quality material or the workmanship shall prevail, unless otherwise directed by the Districts Authorized Representative in writing. Conflicts that cannot be so resolved shall be interpreted in accordance with the following order of precedence (the first being the highest order of precedence):

.1 Applicable Laws (provided, however, that where Contract Documents or manufacturer’s recommendations or specification require standards higher than those of Applicable Laws, the Contract Documents or manufacturer recommendations or specifications shall control);
.2 Written Change Orders or Modifications to the Design-Build Contract;
.3 The executed Design-Build Contract;
.4 RFP Addenda, if any;
.5 Supplementary and/or Special Conditions if any;
.6 General Conditions;
.7 Project Criteria and RFP Documents excluding Addenda, if any;
.8 either of the following, as applicable: (1) if no Best and Final Offers have been requested by District, the Design-Build’s Design-Build Proposal or (2) if Best and Final Offers have been requested by District, the Design-Build’s last-submitted Best and Final Offer, but in either case excluding any portion of such Design-Build Proposal or Best and Final Offer, other than an Approved Deviation, that deviates from the Project Criteria;
.9 Final Construction Documents approved by District; and
.10 Reference Documents

1.3.13. Rehabilitation Work. If any existing conditions in Existing Improvements, such as deterioration or construction not complying with Applicable Laws, be discovered by Design-Build or any Subcontractor or Subconsultant, with respect to which the Work covered by the Contract Documents does not provide for rectification of such conditions in a manner that complies with Title 24, California Code of Regulations, then a separate set of Drawings and Specifications, detailing and specifying the Work required to so rectify such conditions shall be prepared and submitted by Design-Build to and approved by the Office of Regulations Services of the Division of the State Architect in the State Department of the General Services for the State of California before proceeding with the Work.

1.4. OWNERSHIP AND USE OF DOCUMENTS

1.4.1. Property of District. With the exception of matters or things that are subject to a patent or copyright issued by the United States Government, all Design Documents, Contract Documents and Project Documents that are prepared by Design-Build or any Subcontractor or Subconsultant, of any Tier, for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in them, and the Intellectual Property Rights
thereto, shall be deemed the sole and exclusive property of District and ownership thereof is irrevocably vested in District, whether Work on the Project is commenced or completed. District shall own and shall have the right to use as necessary all Design Documents, Contract Documents and Project Documents upon termination of Design-Build, including any Termination for Convenience.

1.4.2. Assignment of Rights. Design-Build shall, without further consideration, obtain and if necessary transfer in writing any and all Intellectual Property Rights in the Design Documents, Contract Documents and Project Documents prepared by Design-Build or any Subcontractor or Subconsultant for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in them, free and clear of any liens or other encumbrances, claims or rights of third parties, to District and cooperate with District in securing and registering such rights, such that, with the exception of matters or things that are subject to a patent or copyright issued by the United States Government, District shall own all Intellectual Property Rights and any other tangible and/or intangible property rights associated with such Design Documents, Contract Documents and Project Documents. Such transfer and assignment shall include, but are not be limited to, all rights in related plans, specifications, documentation, derivative works and moral rights. With respect to matters contained in the Design Documents, Contract Documents and Project Documents or things incorporated into the Work that are subject to a patent or copyright issued by the United States Government, the Design-Build hereby grants to District a royalty-free, irrevocable, unconditional and perpetual license to use, modify and copy such matters or things for the purposes of the construction, use, maintenance or renovation of, or future additions to, the Project.

1.4.3. Design-Build's Warranty. Design-Build represents and warrants that the Design Documents, Contract Documents and Project Documents prepared by Design-Build or any Subcontractor or Subconsultant for use on the Project, and the use thereof in the ordinary course, are free of any claim of infringement or any other violation of any Intellectual Property Right or other right of any third party.

1.4.4. Non-Exclusive License. Without derogation of the District’s rights under this Section 1.4, Design-Build, Subconsultants and Subcontractors, of every Tier, are granted a limited, non-exclusive license, revocable at will of the District, to use and reproduce applicable portions of the Design Documents, Contract Documents and Project Documents as appropriate to and for use in the execution of the Work and for no other purpose.

1.4.5. Reproduction. Design-Build shall do all reproduction and distribution of such reproducible prints of Design Documents, Contract Documents and Project Documents as are necessary for the complete pricing and performance of the Work, including, without limitation, all Changes. The costs of such reproduction shall be at Design-Build's Own Expense.

1.4.6. Delivery to District. All Design Documents and Contract Documents (including originals and copies) in the possession of the Design-Build or the Subcontractors or Subconsultants shall be returned to the District upon the earlier of Final Completion or termination of the Design-Build Contract, including Termination for Convenience, provided, however, that the Design-Build shall have the right to retain one (1) copy of the Contract Documents and Submittals as a permanent record. Design Documents prepared by Design-Build or its Subcontractors or Subconsultants shall be in electronic form and shall be both fully indexed and editable.

1.4.7. Subcontractors, Subconsultants. Design-Build shall take all necessary steps to ensure that a provision is included in all contracts with Subcontractors and Subconsultants who perform Work on the Project protecting and preserving District's rights as set forth in this Section 1.4.
2.1. **INFORMATION AND SERVICES REQUIRED OF DISTRICT**

2.1.1. **Legal Descriptions.** District shall furnish, within a reasonable time after written request by Design-Builder, a legal description of the Site and information describing legal limitations affecting the Site that are recorded with applicable Governmental Authorities, such as, but not limited to, easements.

2.1.2. **Permits.** Except for permits and fees which are expressly stated to be the responsibility of the District under the Contract Documents, the Design-Builder shall secure and pay for all necessary approvals easements, assessments and charges, whether related to the Work on the Site, off the Site or on public property, required for or in connection with the construction, use or occupancy of permanent structures or for permanent changes in Existing Improvements. District will pay for building and related permits required by Governmental Authorities for the final product. Design-Builder will pay for building and related permits required for execution of the Work.

2.1.3. **District Approvals.** Information, approvals and decisions required of District, District’s Authorized Representative or a District Consultant for which a District Review Period or District Review Date is included in the Design-Build Schedule that is approved by District shall be provided in accordance with such Design-Build Schedule. If a District Review Period or District Review Date is not set forth in the Design-Build Schedule, then such information, approvals and decisions shall be provided within a period of fifteen (15) business days unless a longer time is reasonable based on the nature, breadth and scope of the action to be taken by District. Failure by District, District’s Authorized Representative or a District Consultant to provide any information, approvals or decisions shall not be considered as a basis for Contract Adjustment to the Contract Time unless or until: (1) in the case of information, approval or decision for which there is a District Review Period or District Review Date in the District-approved Design-Build Schedule, seven (7) Days after the District and the individual from whom such information, approval or decision is sought have received from Design-Builder a written notice containing all the following: (a) a detailed description of the information, approval or decision required; (b) a statement that the District Review Period or District Review Date has expired or passed; and (c) a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 15 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT"; or (2) in the case of information, approval or decision for which there is no District Review Period or District Review Date set forth in the District-approved Design-Build Schedule, thirty (30) Days after the District and the individual from whom such information, approval or decision is sought have received from Design-Builder a written notice that includes the statements set forth Clauses (1), (a) an (b) of this Paragraph 2.1.3 and that includes a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 30 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT".

2.1.4. **Communications.** The District shall forward all communications to the Design-Builder through the District’s Authorized Representative.

2.1.5. **No Warranty.** District does not expressly or impliedly warrant or represent the accuracy, completeness or suitability of the surveys, data, reports or other information provided by District, District’s Authorized Representative or District Consultants. Under no circumstances shall the existence of any inaccuracy, incompleteness or unsuitability in such surveys, data, reports or other information provided by District constitute a breach of contract or breach of an express or implied warranty on the part of District.

2.2. **Surveys, Services and Reports**
2.2.1. General. District has made available structural, mechanical, electrical, chemical, soils and other tests, inspections and reports as indicated in the RFP Documents.

2.2.2. Surveys, Legal Restrictions. As provided in the RFP Documents, District has made available a survey and topography of the Site, giving (as applicable) grades and lines of existing improvements (such as structures, streets, alleys, pavement); rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site; and information in the District's possession concerning available service and utility lines, both public and private.

2.2.3 Geotechnical. District has made available geotechnical data and reports in the RFP Documents. Design-Build should identify any further requested data or reports and District will consider whether to provide as reasonably necessary.

2.2.4 No Warranty by District. Design-Build shall notify the District immediately and before execution of the Acceptance of Field Conditions if the Design-Build has a reasonable doubt that any provided surveys, data, reports or other information are inaccurate, incomplete or insufficient.

2.2.5 Notice of Defects. District and Design-Build shall each provide prompt written notice to the other party if either becomes aware of any defect or deficiency in the Project or nonconformance with the Contract Documents.

2.2.6 Inspection of the Work. District shall be responsible for providing inspector(s), satisfactory to DSA, to provide inspection of the Work.

2.3 DISTRICT’S RIGHT TO STOP THE WORK

2.3.1 If Design-Build fails to correct Defective Work as required by Article 13 of these General Conditions, fails to perform the Work in accordance with the Contract Documents or violates any Applicable Law, District may immediately order Design-Build to stop the Work, or any portion thereof, until the cause for such direction has been eliminated by Design-Build. Design-Build shall immediately cure the cause for the order at Design-Build's Own Expense. District shall have no duty or responsibility to Design-Build or any other party to exercise its right to stop the Work.

2.4 DISTRICT’S RIGHT TO CARRY OUT THE WORK

2.4.1 If Design-Build fails to carry out the Work In accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools and services to maintain the Design-Build Schedule, or otherwise fails to comply with any requirement of the Contract Documents, and fails to cure such failure in the manner required by Subparagraph 15.1.1.4, below, District may correct such failure. In such case, District shall be entitled to recover from Design-Build or deduct from payments then or thereafter due Design-Build the cost of correcting such failure, including compensation for the additional services and expenses of District, Districts Authorized Representative, District Consultants and others whose services are reasonably required and made necessary thereby. If payments then or thereafter due Design-Build are not sufficient to cover such amounts, Design-Build shall promptly pay the amount of the shortfall to District.

2.5 AUDIT AND INSPECTION OF RECORDS

2.5.1 Accounting System. Design-Build shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to District and shall include preservation of records for a period of four (4) years after Final Completion of the Work, or for such longer period as may be required by Applicable Laws.

2.5.2 Books and Records. Design-Build shall keep, and shall require provisions to be included in all contracts entered into by Subcontractors or Subconsultants, of every Tier, requiring the Subcontractors or Subconsultants, of every Tier, to keep, full and detailed books, records, information, materials and data, of every kind and character (hard copy, as well as computer
readable data if it exists), that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, Work or Design Build Contract, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, Construction Directives, schedules, diaries, logs, reports, shop drawings, samples, exemplars, drawings, specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda, accounting records, job cost reports, job cost files (including complete documentation of negotiated settlements), backcharges, general ledgers, documentation of cash and trade discounts earned, insurance rebates and dividends, and other documents relating in any way to any claims, charges or time extensions asserted by Design-Builder or any of the Subcontractors or Subconsultants, of any Tier.

2.5.3 Audit Rights. Design-Builder shall maintain and District shall have the right to inspect, copy and/or audit with a representative of Design-Builder present, during normal business hours, all of the written and electronic books and records referred to in Section 2.4.2 and any other documents sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing this Agreement. The District shall pay for all audits being conducted by it or for its benefit. To the extent that an audit by the District, District’s independent auditors, or a designee of any of them, discloses overpricing and/or overcharges of any nature by Design-Builder to District, then, in addition to all other rights and remedies available to the District under the Contract Documents and by law, Design-Builder agrees: (i) to remit the amount of the overpayment to the District within five (5) days after demand and (ii) to reimburse District for all reasonable and actual costs of District’s audit. If such audit is conducted by District using in house staff, then the District’s actual cost of the audit shall be computed on the basis of two (2) times the direct payroll of the audit staff completing the audit and audit report. Design-Builder shall include the provisions of this Section in all contracts it enters into with its subcontractors.

2.5.4 2.5.5 Withholding of Payment. In addition to and without limitation upon District’s other rights and remedies for breach, including any rights of District to withhold payment that are set forth elsewhere in the Contract Documents, District shall have the right, exercised in its sole discretion, to withhold from any payment due to Design-Builder under an Application for Payment a sum of up to ten percent (10%) of the total amount set forth in such Application for Payment until Design-Builder and the Subcontractors and Subconsultants have complied with any outstanding and unsatisfied request by District under this Section 2.4. Upon compliance with this Section 2.4, any such monies withheld shall be released to Design-Builder.

2.5.6 Specific Performance. Design-Builder agrees that any failure to provide to District access to Books and Records as required by this Section 2.4 will result in irreparable harm and prejudice to District and shall, without the necessity of posting of any bond or undertaking, be specifically enforceable by means of a mandatory injunctive order (temporary, preliminary, provisional or otherwise) issued by a court of competent jurisdiction, which order the District and Design-Builder hereby consent to being issued based upon affidavits and without the necessity of oral testimony. District may, at its option, seek such judicial relief without regard to Article 4, including the dispute resolution process in Section 4.5.

2.6 DISTRICT-FURNISHED MATERIALS

2.6.1 Supply by District. In addition to and without limitation upon District's other rights under Applicable Laws or the Contract Document to furnish materials or other items required for performance of the Work, District shall have the right to furnish directly for processing and incorporation by Design-Builder any of the materials, products or equipment specified in the Contract Documents to be provided by Design Build as part of the Work.

2.6.2 Deleted Work. If the District-Furnished Materials provided by District are part of the Work, then a Change Order shall be executed deleting such items from the Work along with a
Contract Adjustment reducing the Contract Sum in the manner provided for in Article 7, below, applicable to Contract Adjustments for Deleted Work.

2.6.3 Delivery Deadlines. Without limitation to Design-Builder’s obligations under Article 8, below, upon receipt of written instruction by District of its intent to provide District-Furnished Materials pursuant to this Section 2.5, Design-Builder shall notify District promptly in writing of any deadlines within which such District-Furnished Materials must be received at the Site in order to avoid Delay.

2.6.4 Delivery to Site. Design-Builder shall properly receive and unload the District-Furnished Materials upon and after delivery at the Site.

2.6.5 Care, Custody and Control. Design-Builder assumes full and unconditional responsibility for, care, custody and control of the District-Furnished Materials that are delivered at the Site, whether or not they have been accepted by District, and assumes sole responsibility for any subsequent loss, injury or damage thereto occurring prior to Final Completion.

2.6.6 Notice of Deficiencies. Design-Builder shall carefully inspect the District-Furnished Materials and immediately notify Districts Authorized Representative of any defect or deficiency in the District-Furnished Materials or any nonconformity in the District-Furnished Materials with the requirements of the Contract Documents or with the requirements of the other documentation provided to Design-Builder setting forth the conditions of District’s purchase. Design-Builder shall not accept any District-Furnished Materials with respect to which Design-Builder has provided such notice of defect, deficiency or non-conformity unless and until instructed to do so in writing by Districts Authorized Representative.

2.6.7 Processing and Incorporation. Design-Builder shall provide any and all processing, fabrication, cutting, shaping, fitting, assembly and installation of such District-Furnished Materials that are required in order to fully and properly place and incorporate the District-Furnished Materials as part of the Work in full compliance with the requirements of the Contract Documents and the manufacturer’s instructions and recommendations.

2.7 DISTRICT-INSTALLED ITEMS
Design-Builder shall notify Districts Authorized Representative, a reasonable dates in advance, of the Design-Builder’s scheduled dates for installation of items that are specified in the Contract Documents to be placed on, attached to or incorporated into the Work by District or Separate Contractors. In the event that Design-Builder fails to do so or if due to Unexcused Delay the District is unable after such notice by Design-Builder to so place, affix or incorporate such items, then Design-Builder shall be responsible, in addition to any amounts due for liquidated damages, to reimburse District for costs of storage or rental of temporary replacement items until such time as the Work is in a condition suitable for such items to be placed, affixed or incorporated.

2.8 ADDITIONAL RIGHTS
The rights stated in this Article 2 are in addition to and not in limitation of any other rights of District granted elsewhere in the Contract Documents or under Applicable Laws.

ARTICLE 3 DESIGN-BUILDER

3.1 DESIGN-BUILDER STATUS

3.1.1. Independent Contractor. Design-Builder is, and shall at all times be deemed to be, an independent contractor and is wholly responsible for the performance of the obligations required of it by the terms of the Contract Documents.

3.1.2. Agents, Employees. Design-Builder wholly and without reservation assumes the responsibility for the acts of its agents and employees and the agents and employees of each Subcontractor and Subconsultant, of every Tier, as they relate to the Work. Design-Builder, its agents and employees, shall not be entitled to any rights or privileges of District’s employees and
nothing contained in the Contract Documents and no course of conduct shall be construed as creating the relationship of employer and employee, or principal and agent, between District and any agent or employee of Design-Builder or any Subcontractor or Subconsultant. District shall have the right, but not the obligation, to monitor the employment and other activities of Design-Builder and the Subcontractors and Subconsultants to determine compliance with the terms of the Contract Documents.

3.1.3. **Licenses.** Design-Builder shall maintain, and shall require the Subcontractors and Subconsultants, of every Tier, to maintain, such contracting, professional and business licenses as may be required by Applicable Laws for the duration of time that Design-Builder is performing the Work, including the period of any warranty provided by Design-Builder under the Contract Documents covering all or any portion of the Work. Design-Builder shall not permit any Subcontract or Subconsultant, of any Tier, that lacks the requisite contracting, professional or business licenses as may be required by Applicable Laws to perform Work, including design Work.

3.1.4. **Subcontractors, Subconsultants.** Design-Builder is responsible to District for acts and omissions of the Subcontractors and Subconsultants and their agents and employees and other persons performing portions of the Work under a contract with a Subcontractor or Subconsultant, of any Tier.

3.1.5. **Activities of Others.** Design-Builder shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of District, District's Authorized Representative, Inspectors of Record or District Consultants, or by tests, inspections or approvals required or performed by persons other than the Design-Builder.

3.2. **DESIGN RESPONSIBILITIES**

3.2.1. **Qualified, Licensed Design Professionals.** Design-Builder shall, consistent with applicable state licensing laws and other requirements of the Contract Documents, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between District and any Design Consultant.

3.2.2. **CEQA Documentation.** The design prepared by the Design-Builder shall comply with all documented design features and required mitigation measures identified in the project CEQA documentation, including any required changes or modifications.

3.2.3. **Qualified SWPPP Developer (QSD).** The Design-Builder shall perform the necessary QSD (Qualified SWPPP Developer) duties for the pre-construction and construction portions of the project. This work includes but is not limited to compiling the accompanying PRD (Permit Registration Documents) per California Construction General Permit Order 2009-0009-DWQ, prepare and update the Project SWPPP, prepare Rain Event Action Plans, and Notice of Intent (including all tabs) on the SMARTS Database (including risk analysis and the post-construction water balance calculator). The QSD shall furnish to the District required login information for the SMARTS Database and as needed file Change of Information documents and annual reports and calculations.

3.2.4. **Design Consultation.** Design-Builder shall on an on-going basis throughout its performance of the Work provide Districts Authorized Representative with complete, continuous and current advice and recommendations on issues related to the status and progress of the design and non-design portions of the Work, including, without limitation, matters related to design feasibility, constructability, occupancy and maintenance, and shall keep the Districts
Authorized Representative apprised at all times of the full range of alternatives that are available to District for reducing construction time, lowering costs, easing long-term maintenance, minimizing adverse effects of labor or material shortages, shortening time requirements for procurement, expediting installation and construction completion and other possible economies and efficiencies. It is understood that although this consultation is a collaborative effort, District is relying upon Design-Builder’s expertise and experience to proactively initiate inquiries, investigate and take other steps necessary to obtain all pertinent information concerning District's special needs and requirements so as to enable Design-Builder to obtain a clear understanding of the goals of the Project in terms of design, cost, quality and schedule and to provide complete and current advice to District that will enable District to anticipate and make fully informed decisions concerning the Project. As part of this collaborative effort, Design-Builder shall throughout the duration of its performance of the Work attend regular meetings (as frequently as may be necessary to maintain progress of the Work or as otherwise reasonably required by District) for the purpose of reviewing the status of the Construction Documents and Work.

3.2.5. **Construction Documents.** Using qualified, licensed design professionals, Design-Builder shall furnish all necessary and appropriate architectural, engineering and other professional services required for the preparation of the Construction Documents that incorporate designs and specifications that are complete, detailed and suitable to produce a completed construction that, without limitation to any other requirements of the Contract Documents: (1) conforms to the Project Criteria and any Approved Deviations; (2) is consistent with the Design Intent, and (3) gives due and appropriate consideration to the matters disclosed by the Reference Documents and any other information provided by District to Design Builder and to the review and investigation conducted by Design-Builder and its Record Drawing Engineer in accordance with the Contract Documents.

3.2.6. **Submissions to District** Design-Builder shall formally submit to District’s Authorized Representative in accordance with the Design-Build Schedule, for District’s review and approval, in-progress Construction Documents reflecting Design Builder’s progress in the performance of its design portion of the Work as set forth in Article 6 of the Design-Build Contract. Additional formal submissions reflecting the status of In-progress Construction Documents, if reasonably judged by District as necessary, shall be prepared and made without Contract Adjustment. All such formal submissions shall be in both hard copy and electronic format.

1. The District will review the design deliverables at each design phase and provide consolidated comments to the Design Builder within 15 days of receipt of the complete package. The Design Builder may proceed at their discretion during the review period but is responsible for addressing and incorporating the District comments. The Design Builder shall respond in writing to the District comments within 5 days of receipt of the comments.

2. Construction Documents submitted by the Design-Builder shall incorporate changes or corrections required by the District, Districts Authorized Representative or Governmental Authorities or be accompanied by a written statement as to why such changes were not incorporated. The District may, in its sole and absolute discretion, reject the Design-Builder's explanation and require the Design-Builder to make such changes or corrections to the Construction Documents. The Design-Builder shall not be entitled to a Contract Adjustment for any such District required changes to the extent permitted by the Contract Documents; provided, however, in no event shall Design-Builder be entitled to a Contract Adjustment for such District required change where the Design Work or Contract Documents do not meet the Design Document Submission Standards. In all events, Design-Builder shall at all times remain solely responsible, notwithstanding
District's, Districts Authorized Representative's or any District Consultant's review or approval of the Construction Documents, for the accuracy, completeness, sufficiency and suitability of the Construction Documents and for their compliance with Applicable Laws and the Contract Documents.

.3 The Design Documents submitted to the District and the Construction Documents at various stages of completeness shall be prepared in compliance with the RFP Documents, the Design Document Submission Standards and all other requirements of the Contract Documents.

.4 Design-Builder shall provide to the District’s Authorized Representative with copies of all submissions to DSA, DSA responses, and Design-Builder’s replies. These communications shall be treated as submittals and District's approval shall be obtained prior to replies to DSA responses unless otherwise indicated by the District. The District shall be afforded a reasonable period to review DSA responses and proposed replies by Design-Builder on significant issues.

.5 With approval of District and DSA, Design-Builder shall have the flexibility to decide whether to break-up DSA submittals for individual components of the Work should Design-Builder reasonably believe that this is beneficial to the Project and will not delay Project Substantial Completion. Design-Builder shall be responsible for adjusting the submittal schedule and making the same submittals for each stage of completeness as provided above for any individual component submitted separately to DSA. Design-Builder shall be solely responsible for any delays, increased costs or other difficulties encountered by making separate submittals to DSA for individual components of the Work. Contractor shall not be entitled to a Contract Adjustments associated with DSA review of individual components of the Work should Design-Builder elect to proceed in this manner.

3.2.7. **Professional Certifications.** All submissions of Construction Documents and Submittals to Districts Authorized Representative shall include certification by the Architect of Record, who shall be a properly licensed design professional, including such professional's manual signature and seal. Any Construction Documents or Submittals related to the Work designed or certified by such professional, if prepared by others, shall nevertheless bear such professional's manual signature when submitted to the District. The District, Districts Authorized Representative and the District Consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals provided by such design professionals.

3.2.8. **Sustainability Certification(s).** The Design-Builder shall register the Project with the Certifying Authority for Sustainability Certification(s). Registration fees and any other fees charged by the Certifying Authority, and paid by the Design-Builder.

.1 **Sustainability Certification design documentation.** The Design-Builder shall collect the Sustainability Certification design documentation; organize, manage and submit to the Certifying Authority as required for the Sustainability Certification in accordance with the time limits specified in the Agreement. The Design-Builder shall prepare responses to and submit additional design documentation required by comments or questions received from the Certifying Authority. The Design-Builder shall promptly prepare and file necessary design documentation with the Certifying Authority to appeal a ruling or other interpretation denying a requirement, prerequisite, credit or point necessary to achieve the Sustainability Certification and Design-Builder shall be solely responsible for the costs of such appeals.

3.2.9. **Approved Deviations**
.1 Notations by Design-Builder. Design-Builder shall separately identify in writing at the time of each of its formal submissions of Construction Documents required by Paragraph 3.2.3, above, any portions thereof that by reason of information contained or omitted constitute deviations from the requirements of the RFP Documents, Design-Build Contract, General Conditions, Project Criteria, Design Intent, Approved Deviations previously approved by Districts Authorized Representative pursuant to this Paragraph 3.2.5 or other Contract Documents effective as of the time of the submission. All such formal submittals of Construction Documents to Districts Authorized Representative, including electronic submittals, shall further include a certification by Design-Builder as follows: “WITH THE EXCEPTION OF DEVIATIONS EXPRESSLY IDENTIFIED IN THIS SUBMISSION IN THE MANNER REQUIRED BY PARAGRAPH 3.2.5 OF THE DESIGN-BUILD CONTRACT, THE SUBMITTED CONSTRUCTION DOCUMENTS DO NOT CONTAIN ANY DEVIATIONS FROM THE DESIGN-BUILD CONTRACT, GENERAL CONDITIONS, PROJECT CRITERIA, DESIGN INTENT, APPROVED DEVIATIONS PREVIOUSLY IDENTIFIED BY DESIGN-BUILDER IN WRITING AND APPROVED BY THE DISTRICT OR OTHER CONTRACT DOCUMENTS EFFECTIVE AS OF THE TIME OF THE SUBMISSION”.

.2 Approval by District. District shall have the right, but not the obligation, to approve or disapprove, in the exercise of its sole and absolute discretion, any portion of the Construction Documents that constitutes a deviation from the RFP Documents, Design-Build Contract, General Conditions, Project Criteria, Design Intent, Approved Deviations previously approved by Districts Authorized Representative pursuant to this Paragraph 3.2.5 or other Contract Documents effective as of the time of the submission. Such approval shall not be effective or binding upon District unless such deviation is approved in a Change Order or Unilateral Change Order that states in bold letters “APPROVED DEVIATION”.

.3 No Implied Approval. Under no circumstances shall any general or specific approval by Districts Authorized Representative of Construction Documents that contain a deviation from the RFP Documents, Design-Build Contract, General Conditions, Project Criteria, Design Intent, Approved Deviations previously approved by Districts Authorized Representative pursuant to this Paragraph 3.2.5 or other Contract Documents effective as of the time of the submission be interpreted as implying approval by Districts Authorized Representative or District of such deviation unless such deviation has been approved by the District in the manner required by Subparagraph 3.2.5.2, above.

.4 Design Liability. Design-Builder is solely responsible, notwithstanding the Districts Authorized Representative’s approval of an Approved Deviation, for any Design Deficiencies in such Approved Deviation.

.5 Corrections and Losses. All costs to make corrections in the Construction Documents due to information or an omission in the Construction Documents that constitutes a deviation from the RFP Documents, Design-Build Contract, General Conditions, Project Criteria, Design Intent, Approved Deviations previously approved by Districts Authorized Representative pursuant to this Paragraph 3.2.5 or other Contract Documents effective as of the time of the submission that is not approved by Districts Authorized Representative in the manner provided for by this Paragraph 3.2.5, as well as any resulting Loss to District from the inclusion of such deviation in the Construction Documents or as part of the Work constructed at the Site, shall be borne by Design-Builder at Design-Builder’s Own Expense.

3.2.10 Changes. Design-Builder shall have the right, with written approval of District not to be unreasonably withheld, without Contract Adjustment, to make Changes to the Construction
Documents provided that such Changes do not result in deviations from the RFP Documents, Design-Build Contract, General Conditions, Project Criteria, Design Intent and Approved Deviations. Changes in the Construction Documents, and any related Work, that is performed without such approval shall, if requested by District, be corrected, removed or replaced by Design-Builder at Design-Builder’s Own Expense.

3.2.11 Resolution of Uncertainties. District and Design-Builder acknowledge that questions may arise concerning the level and scope of performance required under the RFP Documents, Design-Build Contract, General Conditions, Project Criteria or Approved Deviations. District and Design-Builder will in good faith attempt to resolve such conflicts or uncertainties. In the event that they are unable, after good faith efforts, to resolve such conflicts or uncertainties, then, in recognition of their mutual desire that such questions not result in a compromise of the high standards they mutually intend be followed for design and construction of the Project, District and Design-Builder agree that any such unresolved conflicts or uncertainties shall be interpreted so as to require Design-Builder to perform the Work, without Contract Adjustment, in a manner that resolves the conflict or uncertainty in favor of the higher or better standard indicated by the Project Criteria or Approved Deviations.

3.2.12 Design Deficiencies. Design Deficiencies in the Construction Documents, whether or not the Construction Documents are approved by District, are the sole responsibility of the Design-Builder and shall be corrected by Design-Builder at the Design-Builder's Own Expense.

3.2.13. Title 24 Compliance. Design-Builder shall perform the Work in accordance with the Contract Documents, including, without limitation, the Final Construction Documents approved by District and the Submittals approved by the District's Authorized Representative and, if required by District, the District's Consultants. Design-Builder's Architect of Record shall be responsible to comply with the requirements of the latest California Code of Regulations, including, without limitation Title 24, California Code of Regulations, relating to assumption of responsibilities by the architect or registered engineer responsible for submitting plans and specifications for approval by DSA and for assuming responsibility as the architect in general responsible charge of the Work.

3.2.14. Utilities Relocation. Subject only to Design-Builder’s rights to Contract Adjustment for Differing Site Conditions, Design-Builder shall include in its performance of the Work and as part of the Contract Sum provision for all aspects of design, permitting, relocation and construction of existing and new utilities.

3.2.15. Design-Builder Review of Site.

.1 Initial Review. Design-Builder warrants and represents that, in order to fully familiarize itself with all conditions, restrictions, obstructions, difficulties and other matters which might affect the Design Builder’s ability to complete the Work within the limitations of the Contract Sum and Contract Time, it has prior to the Final Proposal Submission Date, carefully and thoroughly inspected:

1. the visible conditions at the Site and its surroundings, visible conditions of Existing Improvements and their existing uses by District or the public, routes of ingress and egress, and local conditions in the vicinity of the Site (including, without limitation, sources and availability of labor, materials and equipment);
2. the status of any construction at the Site concurrently under construction; and
3. all information that either has been provided by District to Design-Builder (including, but not limited to, the RFP Documents and Reference Documents) or reasonably available for review from the public records of the City or County in which the Project is located, concerning visible and concealed conditions above and below the surface of the ground at the Site and in Existing Improvements.
3.2.16. **Design-Builder Review of Documents.**

.1 Initial Review. Design-Builder’s submission of its Design-Builder Proposal and Best and Final Offers, if any, and its execution of the Design-Build Contract each constitutes a separate and independent representation that it had the opportunity, prior to agreeing to the Contract Sum and Contract Time, to thoroughly and carefully review and evaluate to its satisfaction the RFP Documents, Project Criteria, Reference Documents and other documents and information provided by District to Design-Builder concerning the Project, Site or Existing Improvements.

3.2.17 **Field Verification/Investigation.**

.1 **Summary.** In accordance with the RFP Documents, Design-Builder was further provided with an opportunity to perform a field investigation of the Existing Improvements and the Site and to verify Reference Documents, including as built drawings, if any, and other Owner Provided Information prior to submitting its Proposal. Design-Builder is solely responsible for the scope of this investigation and for the costs included in its Proposal to address any errors and omissions in the Reference Documents and the condition of the Existing Improvements and the Site, including utility capacity, power capacity and the condition of the current systems. Subject to Section 4.1 of the Design-Build Contract, Design-Builder will be permitted to complete its field verification and investigation after issuance of Notice to Proceed with Preliminary Design and will be required to execute an Acceptance of Field Conditions in a form to be provided by District before Notice to Proceed with Design. Design-Builder shall be required to incorporate the existing conditions into its design of the Project such that the Work may be completed without any increase to the Contract Sum or Contract Time. Design-Builder shall have no right to a Contract Adjustment for Loss or Delay, and conclusively waives any right to Contract Adjustment for Loss or Delay, except to the extent expressly permitted in Public Contract Code Section 7104.

.2 **As-Builts.** Reference Documents, including as built documents, if any, and other information (as identified in the RFP Documents) have been made available to Design-Builder for its use. District makes no representations or warranties as to the accuracy or completeness of any of the Reference Documents or other information provided. Design-Builder shall utilize the Reference Documents, including as built information, at its sole discretion and shall be responsible for verifying whether the information is accurate and reliable for its use in the Work. Design-Builder shall accept the as built documents, if any, and other information provided by District and supplement them, as needed, at Design-Builder’s Own Expense.

.3 **Existing Improvements.** Design-Builder shall be responsible to conduct a complete and detailed survey of Existing Improvements and the Site as needed to complete the design and the Work. Design-Builder shall at Design-Builder’s Own Expense verify not only the physical location of Mechanical, Electrical, Plumbing, Fire Protection, Communication, Elevators and any other systems, but also verify the existing condition of systems, capacity, performance levels, compliance with current code requirements and any other information needed to complete the Work in accordance with the Contract Documents. As with the Reference Documents, including as built information, if any, and other Owner Provided Information, District makes no representation or warranty regarding the condition and performance of the Existing Improvements or the Site. Design-Builder shall have sole responsibility to survey and assess all building systems and (including, without limitation, surveys, reports, data, as-built drawings of Existing Improvements and utility sources, capacities and locations).
to verify the conditions of all Existing Improvements, including utilities.

.4 No Contract Adjustments. Design-Builder agrees that it shall not be entitled to, and hereby conclusively waives, any right to a Contract Adjustment due to additional or unforeseen Losses or Delays on the basis that the RFP Documents, Project Criteria, Reference Documents or other documents or information provided by District to Design-Builder concerning the Project, Site or Existing Improvements contained an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws. Design-Builder shall execute an Acceptance of Field Conditions in a form to be provided by District and shall be responsible for designing the Project within the Contract Sum and Contract Time. Design Builder further agrees that it shall not be entitled to, and hereby conclusively waives, any right to Contract Adjustment for Loss or Delay relating to the conditions of the Existing Improvements or the Site except to the extent of claims expressly permitted under Public Contract Code Section 7104, if any.

3.2.18 No Warranty by District. Design-Builder is solely responsible to satisfy itself as to the suitability, accuracy and completeness of any information in the RFP Documents or otherwise provided by the District, such as but not limited to, information that is in the nature or form of design requirements, calculations, estimates, projections, budgets, studies, reports, surveys or other information describing the Project, Work, Site, Existing Improvements, Hazardous Substances or Mold (including, without limitation, opinions, data, recommendations and other information contained in the Reference Documents), and nothing stated in the RFP Documents or Contract Documents shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the District with respect to the accuracy, sufficiency or completeness of such information.

3.2.19 Requests for Clarification.

.1 Time for Submittal. Requests for Clarification shall be submitted to District’s Authorized Representative no later than three (3) Days after the date Design-Builder learns of the circumstances giving rise to the question that is the subject of the Request for Clarification.

.2 Content. Each Request for Clarification shall, in addition to the Design-Builder’s specific question or request, include the following:

(1) a detailed description of the circumstances giving rise to the Design-Builder’s request or question, including, without limitation, any related discrepancy in the Contract Documents;

(2) Design-Builder’s request for clarification, including, without limitation, any request for further detailing or correction of the Contract Documents; and

(3) a statement of whether Design-Builder believes it is entitled to a Contract Adjustment by reason of the circumstances described.

.3 Form. Design-Builder shall submit Requests for Clarification using forms provided or approved by Districts Authorized Representative. Requests for Clarification shall be submitted by or through the Design-Builder and not directly by Subcontractors or Subconsultants

.4 Unnecessary, Multiple Requests. Design-Builder shall carefully review, coordinate and consolidate (where appropriate to prevent piecemeal submission) Requests for Clarification (whether originating with Design Builder or the Subcontractors or Subconsultants) prior to submitting them in order to eliminate unnecessary and duplicative requests. Design-Builder shall not submit unreasonable Requests for Clarification or requests where the answer is readily available to by reference to the Contract Documents. Contractor, by submitting a Request for Clarification, represents
that is has undertaken a review of the Contract Documents and could not reasonably resolve the basis for the Request for Clarification without submitting its request to the District’s Authorized Representative.

.5 Responses. Responses to Requests for Clarification shall be furnished with reasonable promptness so as to not unreasonably Delay progress of the Work; provided, however, that the timing of a response by the District, Districts Authorized Representative or a District Consultant to a Request for Clarification shall not constitute grounds for a Contract Adjustment unless Design-Builder has complied with the requirements set forth in this Paragraph 3.2.15 and, if applicable, Paragraph 2.1.3, above.

.6 Back-charges by District. District shall have the right to deduct from payments due to Design-Builder sums expended by District for the services of the Districts Authorized Representative, Design Consultant, Inspectors of Record, specialty inspectors and District Consultants due to a failure by Design-Builder to comply with this Paragraph 3.2.14.

.7 Waiver by Design-Builder. Failure by Design-Builder to submit a Request for Clarification in accordance with this Paragraph 3.2.15 under circumstances in which a Request for Clarification was required by this Paragraph 3.2.15 shall result in Design-Builder waiving its right to a Contract Adjustment on account of any Loss or Delay that could have been avoided if such Request for Clarification had been timely submitted.

3.2.20 Correction of Work. Design-Builder shall, at Design-Builder's Own Expense, correct or replace in accordance with the direction of Districts Authorized Representative any portion of the Work that is performed by Design-Builder or a Subcontractor or Subconsultant knowing that it involves, or that Design Builder or Subcontractor or Subconsultant in the exercise of the Standard of Performance should have known involves, a portion of the Contract Documents that contains an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws, without first notifying and obtaining the written approval of the Districts Authorized Representative.

3.3. SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1. General Obligation. Design-Builder shall provide competent, fully qualified personnel to supervise, administer, manage and direct the Work, competently and efficiently, at all times devoting their best skill and attention to perform the Work in accordance with the Contract Documents.

3.3.2. Supervisory Staff. Design-Builder shall employ a competent project manager, superintendent, scheduler, forepersons and necessary assistants during performance of the Work. Design-Builder’s superintendent and forepersons shall be present at the Site at all times that the Work is in progress and at any time that any employee of Design-Builder or a Subcontractor or Subconsultant is present at the Site. Design Builder’s project manager and superintendent shall, unless excused from attendance by the District, attend all job meetings. Design-Builder’s project manager and superintendent must be able to fluently read and write in English. Design-Builder’s superintendent shall not perform the Work of any trade, pick up materials, or perform any Work not directly related to the supervision of the Work and shall be available twenty-four (24) hours a Day, seven (7) Days a week, to respond to emergencies.

3.3.3. Supplementary Personnel. Without limitation upon any of the rights or remedies of the District under the Contract Documents or under Applicable Laws, in the event that Design-Builder fails to have personnel on Site to supervise the Work, the District shall have the right, but not the obligation, upon twenty-four (24) hours' telephonic or email notice by the Districts Authorized Representative to Design Builder, to provide such supervision on a temporary basis and to deduct from the sums owing to Design Builder the actual costs of such temporary supervision. Design-
Builder shall, notwithstanding the District's providing such temporary supervision, remain solely responsible for all actions and omissions of its personnel and of the Subcontractors and Subconsultants who are on the Site.

3.3.4. **Means, Methods, Procedures.** Design-Builder shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

3.4. **LABOR, MATERIALS AND EQUIPMENT**

3.4.1. **Contract Sum.** Design-Builder shall provide and pay for labor, materials, tools, equipment, machinery, water, heat, utilities, transportation, facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated into the Work.

3.4.2. **Coordination.** Design-Builder shall provide supervision sufficient to ensure proper coordination for the timely and efficient performance and completion of the Work.

3.4.3. **Field Conditions.** Before commencing the Work or any activities on the Site, Design-Builder shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions with the information in the Contract Documents and with other information obtained by or available to Design-Builder.

3.4.4. Design-Builder is solely responsible for (1) the accurate layout of all portions of the Work, (2) the accuracy of the Project lines and levels, and (3) erection of the Work square, plumb, level, true to line and grade, in the exact plane, to the correct elevation and sloped to drain where needed.

3.4.5. **Materials, Equipment**

1. **Delivery, Storage, Inventory.** Materials and equipment shall be: (1) furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work; and (2) if located on the Site shall be properly stored and protected as necessary, or as directed by Districts Authorized Representative, to prevent Loss from any cause, including, without limitation, theft. In the event that Districts Authorized Representative gives direction as to the location on the Site for storage or protection of materials or equipment, Design-Builder shall nonetheless remain solely responsible for its safe and secure storage and protection. No part of any such stored materials and equipment shall be removed from its place of storage except for immediate installation in the Work. Design-Builder shall keep an accurate inventory of all such stored materials and/or equipment in a manner satisfactory to District.

2. **Purchases.** Design-Builder shall place orders for materials and/or equipment so that delivery of same may be made without Delay to the Work. Design-Builder shall, upon request from Districts Authorized Representative, furnish to District documentary evidence showing that orders have been placed. District reserves the right, in the event of Design-Builder's failure, after three (3) Days written notice to Design Builder, to comply with the requirements of this Subparagraph 3.4.5.2, to enter into contracts for the furnishing of such materials or equipment as it may deem advisable in order that the Work may be completed within the Contract Time and to deduct the costs paid or payable by District associated with such purchases from the Contract Sum otherwise owing to Design-Builder. Design-Builder shall, if requested by Districts Authorized Representative, accept assignment of any such contracts entered Into by District without a Contract Adjustment.

3. **Title.** No material, supplies or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Design-Builder
warrants good title to all material, supplies and equipment installed or incorporated in
the Work and agrees upon Final Completion to deliver the Work, including the premises,
land, improvements and appurtenances on or to which the Work is placed, located or
affixed, to District free from any claims, liens, or charges. Design-Builder further agrees
that neither it nor any person, firm, or corporation furnishing any materials or labor for
any of the Work shall have any right of lien upon the Site, or any Existing Improvements
or appurtenance thereon, except that (1) nothing stated in this Subparagraph 3.4.5.2 shall
be interpreted as a waiver by Design-Builder or any Subcontractor or Subconsultant of its
right under Applicable Laws to serve a stop notice for Work that is not paid for by District
as required under the terms of the Contract Documents; and (2) Design-Builder may
install metering devices or other equipment of utility companies or political subdivisions,
title to which may be retained by such utility company or political subdivision, provided
that in the event of such installation Design-Builder shall advise Districts Authorized
Representative as to the District, and the precise location, thereof.

.4 Substitutions. No substitution of materials, equipment, articles, processes or
other items of the Work required under the Contract Documents will be made without
written approval of Districts Authorized Representative. Said approval may, if the
substitution involves a Change to the Project Criteria or an Approved Deviation, be
granted or denied in the Districts Authorized Representative’s sole and absolute
discretion. In all other cases, Districts Authorized Representative’s approval will not be
unreasonably denied, delayed or conditioned. With respect to any such substitution made
or requested by Design Builder, neither the occurrence of a substitution by Design-Builder
nor the approval or disapproval by Districts Authorized Representative of a substitution
that is made in accordance with this Subparagraph 3.4.5.4 shall give rise to any right of
the Design-Builder to a Contract Adjustment. Design-Builder shall, notwithstanding
Districts Authorized Representative’s or any District Consultant’s approval, remain solely
responsible for the sufficiency and suitability of all substitutions made or requested by
Design-Builder.

.5 Parts List. Design-Builder will provide a printed parts list for all items which might
be subject to replacement and for which parts lists are either expressly required by the
Contract Documents or customarily provided according to usual commercial practices.

.6 Manuals. As part of its obligation for submission of Record Documents, four (4)
hard copies and one (1) electronic version of operations and maintenance manuals will
be prepared and transmitted by Design Builder to Districts Authorized Representative
prior to and as a condition of Final Completion. Final Payment will not be due until
Districts Authorized Representative has received all such manuals and all other manuals
covering the Work that are either required to be provided by the terms of the Contract
Documents or if not required are customarily provided according to usual commercial
practices applicable to the portion of Work involved. Operating instructions will be
included within the equipment manuals and will state all information necessary for
District to operate, use, maintain and service the equipment fully and efficiently.

.7 Start Up. Design-Builder will be responsible for start-up of all systems and
equipment purchased as part of the Work and has included sufficient amounts in the
Contract Sum to cover contingencies arising out of the start-up of such systems and
equipment. Design-Builder will comply fully with each manufacturer’s specifications and
instructions. Systems and equipment specified to be furnished with manufacturer’s
supervision of start-up will be placed in operation only under such supervision.

3.5. DESIGN-BUILDER’S WARRANTY
3.5.1. **General Representations and Warranties.** Without limitation upon any of the promises, warranties or representations by Design-Builder contained elsewhere in the Contract Documents, the Design-Builder warrants and represents as follows:

1. **Solvency.** Design-Builder represents and warrants that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents.
2. **Capital.** Design-Builder represents and warrants that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations under the Contract Documents.
3. **Authorization to do Business.** Design-Builder represents and warrants that it is authorized to do business in the jurisdiction where the Work will be performed and is properly licensed by Governmental Authorities.
4. **Authority.** Design-Builder represents and warrants that its execution of the Design-Build Contract and its performance thereof are within its duly authorized powers.
5. **Labor Relations.** Design-Builder represents and warrants that it presently knows of no facts the existence of which might lead to a labor dispute which might affect the Work.
6. **Experience.** Design-Builder represents and warrants that it has performed substantial work in the past that is comparable in kind and complexity to the Work and that it is an experienced design-build firm possessing the ability, skill and resources necessary to perform and/or provide the Work required of it under the Contract Documents within the limitations of the Contract Sum and Contract Time.
7. **Labor Laws.** Design-Builder warrants that all of the Work will be provided and produced in compliance with Applicable Laws relating to employment of labor.
8. **Occupational Safety and Health Laws.** Design-Builder warrants that all the Work will comply with the Applicable Laws relating to occupational safety and health.
9. **Hazardous Substances.** Design-Builder warrants that the use and storage of all Hazardous Substances and products containing Hazardous Substances in the Work will comply with Applicable Laws.
10. **Environmental Laws.** Design-Builder represents and warrants that it is knowledgeable regarding those Environmental Laws applicable to the Work and that it will conduct itself in full compliance therewith, notifying District in the event of any significant environmental occurrence.
11. **Experience with DSA.** Design-Builder further represents that it is experienced with projects under the jurisdiction of DSA; is familiar with the DSA process; can anticipate and plan for difficulties that can be encountered in the DSA process; has added sufficient float and flexibility in its planned approach to its design Work, preparing submittals to DSA (including deferred submittals), planning time for responding to DSA comments, obtaining DSA approvals, and doing so with while affording District opportunities to review such submissions and communications; understands the financial and budgetary constraints of the State of California and the effect it is having on agencies like DSA, including the potential for furlough days, and has planned accordingly to complete within the Contract Time specified for the Work and that the Contract Time is sufficient to complete the Work by the required date for Project Substantial Completion and in accordance with the existing uses of the Site and other limitations as described in the RFP Documents.

3.5.2 **General Warranty.** In addition to other warranties and guarantees required by the Contract Documents, the Design-Builder shall, and hereby does, warrant and guarantee that:
.1 the Work will conform to the RFP Documents, Project Criteria and Approved Deviations, including, without limitation, any performance standards that are part thereof;
.2 all Work for which there is not a specific performance standard in the RFP Documents, Project Criteria or Approved Deviations shall be performed in accordance with the Standard of Performance;
.3 the completed Work will conform to the Design Intent and applicable design guidelines and specifications;
.4 all labor, equipment, materials and other items of Work will be when installed new and free of liens, claims and security interests;
.5 without limitation to the other requirements of this warranty, all labor, Installation and workmanship will be performed in a good and workmanlike manner;
.6 all labor, materials, equipment, services and work shall be free of conditions constituting Defective Work for a period of one (1) year after Final Completion; and
.7 all parts of the Work will conform to the requirements of Applicable Laws in effect at the time such Work is permanently incorporated into the Project.

3.5.3. Evidence of Compliance. If required by the District, the Design-BUILDER shall furnish satisfactory evidence as to the kind and quality of services, labor, installation, materials and equipment used. Manufactured items installed in the Work shall be installed in strict accordance with manufacturer's current printed instructions.

3.5.4. Repair, Replacement. Without limitation upon the District's other rights or remedies under the Contract Documents or Applicable Laws, any and all Work that, for reasons other than (1) ordinary wear and tear or (2) abuse or neglect by persons or entities other than the Design-BUILDER or the Subcontractors or Subconsultants, is not in conformance with the warranties or guarantees required by the Contract Documents or Applicable Laws shall be repaired or replaced, together with the repair or replacement of any other Work, Existing Improvements or the work of the Separate Contractors, the District's own forces or others, which may be removed, displaced or damaged in so doing. The Design-BUILDER shall notify the District in writing upon completion of such repair or replacement. In the event of failure by the Design-BUILDER to commence and pursue with diligence said replacement or repair within ten (10) Days after being notified by the District, the District is hereby authorized to proceed with such replacement and repair as the District deems necessary and expedient and to charge such costs to Design-BUILDER at Design-BUILDER's Own Expense.

3.5.5. No Limitation. The warranties stated in this Section 3.5 are in addition to any other warranties or guarantees that are required under any other provision of the Contract Documents or Applicable Laws. Nothing stated in this Section 3.5 shall be interpreted as a limitation upon the District's rights under any warranties or guarantees provided for under any other provision of the Contract Documents or under Applicable Laws that afford the District greater rights than the rights afforded to District under this Section 3.5.

3.5.6. Assignment. Design-BUILDER does hereby unconditionally and irrevocably assign to District all warranties and guarantees issued or made by any Subcontractor or Subconsultant of any Tier (including, without limitation, any manufacturer, supplier and distributor). Such assignment shall not relieve Design-BUILDER of, or otherwise limit, any of its obligations contained in the Contract Documents, including, without limitation, the general responsibility and liability of Design-BUILDER for a breach by a Subcontractor or Subconsultant (including, without limitation, a manufacturer, supplier and distributor, of any Tier) of a warranty or guarantee given by such Subcontractor or Subconsultant in connection with the Work.

3.5.7. Close-Out. Unless sooner requested by the District's Authorized Representative, the
Design-Builder shall furnish to the District, as part of the Close-Out Documents and as a condition to Final Payment, two (2) hard copies and one electronic copy of all written guarantees or warranties as are required by the terms of the Contract Documents and such items shall be provided as a condition of Final Completion. All such guarantees and warranties shall be: (1) in writing; (2) indexed and bound; (3) accompanied by such certifications and instruction materials as may be required by the Contract Documents; and (4) issued or assignable by their terms to District and will in the latter case be assigned to District. Design-Builder’s Warranty Manager will remain reasonably available to District for one (1) year after Substantial Completion of the Work and shall perform all of the duties required by the Contract Documents during this period.

3.5.8. **11-Month Walk-Through.** Design-Builder agrees, at no additional cost to the District, to participate with District in a walk-through of the Project during the eleven (11) months following Final Completion for the purpose of reviewing the Work and identifying any items of Work that may require correction under applicable warranties furnished as part of or pursuant to the Contract Documents. The Design-Builder shall take steps to ensure that both the Warranty Manager and Architect of Record participate fully in such walk-throughs.

### 3.6. **TAXES**

3.6.1. **Payment by Design-Builder.** Design-Builder shall pay, at Design-Builder's Own Expense, all local, state and federal taxes, including, without limitation, all sales, consumer; business license, use and similar taxes on materials, labor or other items furnished for the Work or portions thereof provided by Design-Builder or the Subcontractors and Subconsultants, of all Tiers, all taxes arising out of its operations under the Contract Documents and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to Design Builder’s employees. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, then District, upon request, will execute documents necessary to show: (1) that District is a political subdivision of the State for the purposes of such exemption; and (2) that the sale is for the exclusive use of District. No excise tax for such materials shall be included in any price (including, without limitation, the price in the Design-Builder Proposal) submitted by Design-Builder for the Work or for Changes in the Work.

3.6.2. **Tax Exempt Status.** Design-Builder shall comply with Applicable Laws concerning tax-exempt construction projects.

3.6.3. **Local Jurisdiction Allocation.** With respect to each contract executed by Design-Builder with a first-Tier Subcontractor having at the time of such contract execution a total agreed price of $5,000,000 or more, the Design-Builder shall provide to District, prior to such Subcontractor commencing the performance of any portion of such Subcontractor's Work at the Site, either: (1) a copy of a sub-permit obtained by such Subcontractor from the State Board of Equalization allocating all eligible sales and use taxes generated from its performance of such Work to the local jurisdiction in which the Site is located; or (2) a written statement signed by such Subcontractor certifying that under Applicable Law the Subcontractor's performance of its portion of the Work is exempt from application of sales and use taxes, along with a statement of the grounds for such exemption.

### 3.7. **PERMITS, FEES AND NOTICES**

3.7.1. **Permits.** All permits, licenses and certificates obtained by the Design-Builder shall be delivered to the District prior to and as a condition to Final Completion and the Design-Builder's right to Final Payment.

3.7.2. **Applicable Laws, Notices.** Design-Builder shall comply with, and give notices required by, Applicable Laws bearing on performance of the Work.
3.7.3. **Notice of Violations.** Design-Builder shall immediately notify the Districts Authorized Representative in writing of any instruction received from the District, Districts Authorized Representative, Design Consultant or any other Project Team member that, if implemented, would cause a violation of any Applicable Law.

3.7.4. **Approvals by Governmental Authorities.** Where the Contract Documents state that materials, processes or procedures must be approved by a Governmental Authority, the Design-Builder shall be responsible for satisfying requirements and obtaining the approval of such Governmental Authority.

3.8. **DESIGN-BUILDER’S PERSONNEL**

3.8.1. **Key Persons.** Among others, Design-Builder’s employees acting as project manager, scheduler, sustainability coordinator, commissioning coordinator, project engineer, project coordinator and superintendent are Key Persons. Individuals acting as Key Persons who are not already identified in Design-Builder’s response to the RFP or Post-Award Submittals shall be identified in writing to Districts Authorized Representative prior to commencement of the Work.

3.8.2. **Background Check.** Design-Builder shall perform, prior to commencing Work on the Site, a thorough background check of each of the Key Persons and shall not, without prior written approval of District, employ any person to act as a Key Person if such background check, or other information known to Design-Builder, discloses a felony conviction or other matter which casts any reasonable doubt on the competency, reliability or honesty of such person.

3.8.3. **Project Manager.** The Key Person acting as project manager shall be deemed to have full authority to contractually bind Design-Builder, including, without limitation, the authority to bind Design-Builder to the terms of Contract Adjustments.

3.8.4. **Transfer.** Design-Builder's Key Personnel are deemed of essence to the Design-Build Contract. No Key Person shall, for so long as he/she is employed by Design-Builder, be transferred to any other project nor any of his/her responsibilities reassigned at any time during performance of the Work without the prior written approval of District, which approval may be granted or withheld in District's sole and absolute discretion.

3.8.5. **Removal.** District shall have the right, at any time, to direct the removal and replacement of any Key Person if his/her performance is determined by District, in its sole and absolute discretion, to be unsatisfactory.

3.8.6. **Replacement.** Any person proposed by Design-Builder as a replacement for a Key Person must be approved in advance by Districts Authorized Representative, such approval not to be unreasonably withheld, after submission by Design-Builder to Districts Authorized Representative of complete information concerning such person’s experience and qualifications. The replacement for a Key Person shall also be subject to Section 3.8.2., above.

3.8.7. **Communications.** Important communications by Key Persons shall be confirmed in writing by Design Builder. Other communications by Key Persons shall be confirmed on written request in each case.

3.8.8. **Contact Information.** Design-Builder shall provide, prior to the start of the Work, telephone numbers where Key Persons can be reached 24-hours a day, 7 Days a week.

3.8.9. **Signatures.** Prior to commencing the Work, a facsimile of the signatures of the Key Person acting as project manager, as well as any other representatives of Design-Builder with authority to sign on behalf of and contractually bind Design-Builder, shall be submitted to Districts Authorized Representative.

3.8.10. **Exclusion from Site.** Design-Builder shall at all times maintain good discipline and order at the Site among its employees and the employees of the Subcontractors and Subconsultants. Any person in the employ of Design-Builder or any of the Subcontractors or Subconsultants whom District deems, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome
or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of District.

3.9. DESIGN-BUILD SCHEDULE

3.9.1. Preparation. Within thirty (30) Days after receipt by Design-Builder of the Notice of Intent to Award, the Design-BUILDER shall prepare and submit a Design-Build Schedule for the design and non-design portions of the Work, both in hard copy and electronically, for the District’s information and District’s Authorized Representative’s approval. The Design-Build Schedule shall in all respects conform to and be consistent with the time requirements for the Project set forth in the executed Design Build Contract. The District shall notify Design-BUILDER within 14 days after receipt of the proposed schedule whether it is approved or rejected. Within 5 days after rejection of the schedule, Design-BUILDER shall resubmit a revised Design-Build Schedule incorporating any comments received from District’s Authorized Representative.

3.9.2. Format. The Design-Build Schedule shall be in the form of a critical path progress schedule that shows, in graphic form, a plan for performance of the Work within the Contract Time (the schedule shall use the dates set forth in the approved Preliminary Phasing Plan and should also include any proposed earlier or target completion dates). It shall be prepared, using Primavera P6 or as otherwise approved by District, as a time-scaled bar chart showing: (1) continuous flow from left to right and activities and milestones that are critical to Substantial Completion and Final Completion of the Work; (2) identification of "float"; and (3) a clearly highlighted critical path. Durations and specific calendar days shall be clearly and legibly shown for the early and late start and finish of each activity. With the exception of District Review Periods and Governmental Authority Review Periods, any activity having a duration of more than fifteen (15) Days will be segmented into fifteen (15) Day increments. No more than ten percent (10%) of the activities shall be shown as critical. Techniques or methods designed to suppress depiction of available float are strictly prohibited.

3.9.3. Detail. Activities shown in the Design-Build Schedule shall be in sufficient detail to demonstrate a practical plan to complete the design, engineering, fabrication and construction within the Contract Time and shall, at a minimum, include the following:

1. the start and finish date of each activity;
2. the anticipated percent of completion at the end of each month;
3. the weighted labor value expressed as a percentage of the total labor cost of the Work for each activity;
4. the final manpower curves by trade;
5. the anticipated purchase and delivery of major materials and equipment;
6. the District’s occupancy requirements, including without limitation, completion of the Office of Environmental Health and Safety Essential Safety Checklist and delivery and installation of Furniture and Equipment;
7. receipt and incorporation of District-Furnished Materials, equipment or other items (if any);
8. District Review Periods and District Review Dates that are acceptable to and approved by District;
9. DSA and Governmental Authority Review Periods;
10. the activities identified as being on the critical path to Substantial Completion and Final Completion;
11. the requirements for Project Certification; and
12. warranty obligations, including the Warranty Manager.

3.9.4. Updates. Throughout the performance of the Work, monthly updates shall be delivered, in hard copy and, if required by District’s Authorized Representative, in an electronic form.
satisfactory to District’s Authorized Representative. In addition, Design-Buyer shall regularly prepare and submit to District’s Authorized Representative short term, four (4) week "look-ahead" schedules generated from the Design-Build Schedule approved by District’s Authorized Representative. Except to the extent permitted by Contract Adjustment to the Contract Time approved by District in a duly executed Change Order or Unilateral Change Order, in no event shall the Design-Buyer's updates or "look ahead" schedules alter the dates for Substantial Completion or Final Completion set forth in the Design-Build Schedule approved by District’s Authorized Representative.

3.9.5. Governing Schedule. The governing schedule for the Work shall be the Design-Build Schedule or updated Design-Build Schedule approved by the District’s Authorized Representative. Unless otherwise directed in a writing signed by District, no other schedule shall be used or relied upon by the Design-Buyer or its Subcontractors or Subconsultants in planning or performing the Work or in connection with any request for a Contract Adjustment to the Contract Time.

3.9.6. Shared Float. All Float contained in the Design-Build Schedule or generated thereafter shall be considered a Project resource jointly owned by both District and Design-Buyer and is not for the exclusive use of Design-Buyer. Float shall be available to both parties as needed to meet schedule milestones and Substantial Completion.

3.9.7. No Early Completion Claims. Design-Buyer shall not be entitled to additional compensation and shall have no claim for completing the Work or any portion of the Work prior to the Substantial Completion Date or for any alleged delay to Design-Buyer's early completion of the Work.

3.9.8. Submittal Schedule. Within thirty (30) Days after the receipt by the Design-Buyer of the Notice of Intent to Award, the Design-Buyer shall prepare and submit, in accordance with the Contract Documents, a Submittal Schedule for the District's Information and District’s Authorized Representative's approval. The Submittal Schedule shall be coordinated with the Design-Build Schedule and allow time for review of the Submittals as may be required by the Contract Documents, or if none is required, a period of fifteen business days shall be allowed for review of submittals by the District unless a longer time is reasonable based on the nature, breadth and scope of the submittal. Design-Buyer shall keep the Submittal Schedule current and updated in the same manner as required for updating of the Design-Build Schedule.

3.9.9. Schedule Responsibility. Design-Buyer is and shall remain solely responsible, notwithstanding the District’s review or District’s Authorized Representative's approval thereof, for the accuracy, suitability and feasibility of all schedules it prepares for the Project, including, without limitation, the Design-Build Schedule, Submittal Schedule, "look ahead" schedules, recovery schedules and any updates thereof.

3.9.10. Condition of Payment. Compliance by Design-Buyer with the requirements of this Section 3.9 and the other provisions of the Contract Documents pertaining to preparing, submitting, revising and updating the Design-Build Schedule and Submittal Schedule is a condition to District’s obligation to make payment to Design-Buyer. Recognizing that scheduling is a continuing, cumulative and recurring obligation, failure by District or District’s Authorized Representative to assert a right to withhold payment under this Paragraph 3.9.8 due to a noncompliance by Design-Buyer with its schedule obligations shall not waive or diminish the District’s right to withhold, or the District’s Authorized Representative's right to disapprove of, future payments on account of such noncompliance or any other past or future noncompliance of the same or similar nature. In addition, if Design-Buyer fails to perform any part of its obligations relating to scheduling, District shall have the right, but not the obligation, to retain one or more schedule consultants to perform the Design-Buyer's obligations and to withhold the cost to Design-Buyer of such consultant services from payments to Design-Buyer.
3.10. REPORTING, MEETINGS, DOCUMENTS AND SAMPLES AT THE SITE

3.10.1. Contract Documents. Design-Builder shall at all times while performing Work at the Site maintain, in good order, at the Site: (1) one legible set of the Contract Documents approved by DSA; (2) one legible copy of the current version of the other Contract Documents; and (3) one legible copy of the current version of approved Shop Drawings, Product Data, Samples and other Submittals.

3.10.2. Record Documents.

.1 Design-Builder Responsibility. Design-Builder shall maintain Record Drawings and Specifications in a satisfactory record condition by posting, on a weekly basis (or, in the case of building or site mechanical, electrical, plumbing or fire sprinkler systems, as soon thereafter as is reasonable and practical), thoroughly and neatly, all Changes to the Work and the location of the Work, including, without limitation, the location of portions of the Work shown diagrammatically, as occurs in the actual construction of the Work, as well as any as-built conditions noted by other District Consultants, including, without limitation, District Consultants involved in the commissioning process. Each revision, change and notation shall be coordinated with other revisions, changes and notations and accurately annotated and cross-referenced by the Design-Builder. Design-Builder is required to combine existing information from the District, as corrected or supplemented by surveys or investigations by Design-Builder, with new Work completed by the Design-Builder into a comprehensive final set of Record Drawings.

.2 Property of District. All Record Drawings and Specifications and other Record Documents shall be deemed the sole property of the District and at the earlier of Final Completion or termination of the Design-Build Contract, shall be turned over to District’s Authorized Representative.

.3 Final Completion. Design-Builder shall, as a condition to Final Completion and Final Payment, furnish the District’s Authorized Representative with one (1) AutoCAD copy of the Record Drawings and one (1) annotated hard copy and one (1) computer disk (using software format acceptable to the District) of the Record Specifications. All electronic versions shall conform to the requirements of the CADD Standards. District will review the Record Drawings and provide requests for changes to Design-Builder. Design-Builder is responsible to address request for changes and provide revised pages as required. The Design-Builder shall provide one (1) final half size set the Record Drawings on vellum. Each page of such Record Drawings and the cover page of such Record Specifications shall prominently bear the words "Record Documents" and the Design-Builder's approval by manual signature certifying that, to the best of his/her knowledge, they are true and accurate and that the indications thereon represent the actual condition of the Work.

.4 Condition of Payment. Compliance by Design-Builder with the requirements of this Paragraph 3.10.2 shall be deemed a condition to Design-Builder's right to payment upon its Applications for Payment.

3.10.3. Daily Reports.

.1 Delivery. At the end of each Day that Design-Builder performs the Work on the Site, Design-Builder shall submit a daily report to District’s Authorized Representative (on the form provided or approved by District’s Authorized Representative), together with applicable delivery tickets for all labor, materials and equipment furnished that Day. If requested by District’s Authorized Representative, daily reports shall be delivered electronically. Design-Builder shall also prepare all other reports required in the Contract Documents.
.2 **Content.** Daily Reports shall include the following information:

1. **Labor** - The names of the workers, including workers of Subcontractors of every Tier, and for each such worker his/her classification and hours worked.
2. **Material** - A list of the different materials used and for each different material the quantity used.
3. **Equipment** - The type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
4. **Inspection and Testing Activities** - A list of inspections performed by name of inspector and testing company and the type of inspection, items of the Work involved and a description of the outcome of such inspection or test.
5. **Visitors, Guests, Dignitaries** - A list of visitors and guests by name, title, company and purpose of visit.
6. **Areas of the Work** - A statement of the areas of the Site on which the Work was performed and a detailed description of the stage, status and progress of the Work in each such area at the beginning and end of the Day.
7. **Accidents, Delays, Defective Work** - A description in detail of any injuries to the workers, accidents or delays that occurred or Defective Work that was encountered.
8. **Other Services and Expenditures** - A description of other services and expenditures in such detail as District may require.

.3 **Payment.** Timely and complete submission of daily reports by Design-Builder shall be a condition to Design-Builder's right to payment under the Design-Build Contract.

.4 **Other Reports.** Design-Builder is also obligated to submit all other reports required by the Contract Documents in the time and manner provided.

### 3.10.4 Meetings

Design-Builder’s Project Manager and Design Project Manager and other representatives reasonably requested by District must attend all meetings designated by District’s Authorized Representative. Design-Builder shall attend all meetings required in the Contract Documents and shall prepare and distribute notes or minutes of meetings in the time and manner directed by the Contract Documents. District’s Authorized Representative may require review and approval of meeting notes or minutes prepared by Design-Builder prior to distribution and shall have a right but not an obligation to correct, clarify or supplement any minutes or notes prepared by Design-Builder. The required meetings include progress meetings at the Site, at which meetings progress of the Work shall be reported in detail with reference to the then-current updated Design-Build Schedule approved by the District’s Authorized Representative. Progress meetings shall be held weekly, or at such other time or frequency as District, in its sole and absolute discretion, deems necessary. A representative of the Architect of Record, and each Subcontractor and other Subconsultant then actively performing work or immediately scheduled to become active, shall have a competent and knowledgeable representative present at such progress meeting to report on the condition of the Work of such Subcontractor or Subconsultant and to receive relevant information.

### 3.10.5 Notice Requirements

Under no circumstances shall information contained in Design-Builder’s daily job reports, monthly reports or job meeting minutes relieve Design-Builder of its obligations to comply with, serve as a substitute for, nor constitute a waiver by District of its right to insist upon, Design-Builder’s compliance with the provisions of the Contract Documents relative to timely and complete notice to District of Changes, Delays, Claims, or other matters for which written notice is required by the Contract Documents.

### 3.10.6 Availability for Review

Copies or originals of all documents required to be maintained by the Design-Builder at the Site or required to be submitted to the District’s Authorized
Representative shall be available at any time for review by the District, District’s Authorized Representative, Inspectors of Record and Governmental Authorities.

3.10.7 Verified Reports. Without limitation to any of the Design-Builder's other obligations under the Contract Documents or Applicable Laws, the Design-Builder shall maintain at the Site, be acquainted with and comply with the provisions of the California Code of Regulations as they relate to the Project, including, without limitation, Titles 8, 17 and Part 1, Title 24, California Code of Regulations. A representative of the Design-Builder and Architect of Record shall, in accordance with the provisions of Part 1, Title 24 of the California Code of Regulations, prepare and file periodic and final verified reports on forms prescribed by DSA averring that of his/her own personal knowledge (as defined in California Education Code § 17309) the Work performed, during the period of time covered by the report, has been performed, and materials have been used and installed in every material respect in compliance with the Drawings and Specifications approved by DSA for the Project, together with such other detailed statements of fact as DSA may require.

3.11. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.11.1. Not Contract Documents. Shop Drawings, Product Data, Samples and other Submittals are not Contract Documents. Their purpose is to demonstrate for those portions of the Work for which Submittals or Substantiation is required the way the Design Builder proposes to conform the Work to the designs and other information in the Contract Documents.

3.11.2. Coordination with Others. Design-Builder shall cooperate with District, District’s Authorized Representative and District Consultants in the coordination of Design-Builder's Shop Drawings, Product Data, Samples and other Submittals with related documents submitted by the Separate Contractors.

3.11.3. Submission and Substantiation by Design-Builder.

.1 Submission. All Shop Drawings, Product Data, Samples and other Submittals required by the Contract Documents shall be submitted to District’s Authorized Representative for its review, with a copy to District and to such of District’s Consultants or Separate Contractors as District’s Authorized Representative may direct in writing. Informational Submittals (i.e., Submittals upon which no responsive action is expected) may be required and if so shall be limited to those Submittals so identified in the Contract Documents. Submittals made by Design-Builder which are not required by the Contract Documents may be returned without action.

.2 Design-Builder Approval. The Design-Builder and Architect of Record shall review, stamp "approved" and submit Design-Builder's Shop Drawings, Product Data, Samples and other Submittals to the District’ Authorized Representative, in accordance with the latest Submittal Schedule approved by the District’s Authorized Representative. The Design-Builder’s approval and submission of Submittals constitutes a representation that the Design-Builder has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such Submittals with the requirements of the Contract Documents and with the Submittals for related Work. Submittals without evidence thereon of the Design-Builder's approval and the Architect of

.3 Transmittal. All Submittals shall be accompanied by an accurately completed transmittal in the form required by District. With respect to Submittals of documents, the transmittal shall give a list of the numbers of the sheets submitted. All sheets shall be marked with the name of the Project and the name of Design-Builder shall be numbered consecutively and referenced to the sheets or paragraphs of the Drawings and Specifications affected. A separate transmittal form shall be used for each specific item.
or class of material or equipment for which a Submittal is required. Transmission of Submittals of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency dictates review of the group or package as a whole. Any Submittal not accompanied by such transmittal form, or where all applicable items on the form are not completed, may be returned for re-submittal without review.

.4 Timing. Whether or not a particular Submittal has been identified for review by District’s Authorized Representative only or by District’s Authorized Representative and a Design Consultant, Design-Builder shall in all cases submit its Submittals within a time frame sufficiently early to allow review of the same by the District’s Authorized Representative and District Consultants without causing Delay to construction progress. Design-Builder will be responsible to pay, at Design-Builder’s Own Expense, additional services fees and costs incurred by District to the District’s Authorized Representative, Inspectors of Record, specialty inspectors, and District Consultants in order to expedite review of Submittals which are not submitted in a timely fashion. Unless otherwise agreed, a period of fifteen (15) business days shall be allowed for review of submittals by the District unless a longer time is reasonable based on the nature, breadth and scope of the submittal.

.5 Content. Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturer’s brochures, technical bulletins, specifications, diagrams and product samples, necessary to describe a system, product or item. Submittals shall show in detail the size, sections and dimensions of all members, the arrangement and construction of all connections, joints and other pertinent details, and all holes, straps and other fittings for attaching the Work. When required by the Contract Documents, engineering computations shall be submitted.

.6 Professional Certifications. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, District, District’s Authorized Representative and the District Consultants shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

.7 Multiple Submittals. Except where the preparation of a Submittal is dependent upon the approval of a prior Submittal, all Submittals pertaining to the same class or portion of the Work shall be submitted simultaneously.

.8 Notation of Revisions. Design-Builder shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or other Submittals, to revisions other than those requested by District’s Authorized Representative or District Consultants on previous Submittals.

.9 Duplicates. Design-Builder shall be responsible for delivering duplicates of Submittals to all other persons whose work is dependent thereon.

3.11.4. Review of Submittals. Review of Submittals by District, District’s Authorized Representative or District Consultants is subject to the limitations of Paragraph 4.3.8, below. Design-Builder shall, notwithstanding any review or approval thereof by District, District’s Authorized Representative or a District Consultant, be solely responsible for the content of all Submittals. Without limitation to the foregoing, deviations in Submittals from requirements of the Contract Documents shall remain the sole responsibility of Design Builder unless Design-Builder has specifically informed District’s Authorized Representative in writing of such deviation at the time of submission of the Submittal, such writing specifically lists and identifies each deviation and includes the following statement in capitalized letters next to each such item "THIS IS A DEVIATION IDENTIFIED PURSUANT TO SUBPARAGRAPH 3.11.4 OF THE GENERAL
CONDITIONS", and District’s Authorized Representative has given specific written approval thereof.

3.11.5. **Contract Adjustments.** Subject to Design-Builder’s rights and obligations under Article 7, below, revisions indicated on Shop Drawings, Product Data, Samples or other Submittals shall not be considered as a basis for a Contract Adjustment.

3.11.6. **Compliance with Contract.** Design-Builder shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or other Submittals until the respective Submittal has been returned by the District’s Authorized Representative with an Indication that it has been reviewed and that the Work addressed by the Submittal may proceed; provided, however, where District’s Authorized Representative does not respond within fifteen (15) business days or such longer period as requested in writing, the Design-Builder may proceed with the Work though Design-Builder remains responsible for complying with the Contract Documents even where the District does not respond to the Submittal within the time allotted for such response. Such Work shall be in accordance with such Submittals, unless such the District’s response to the Submittal indicates that there are corrections to be made. If corrections are indicated to be made, then the Work shall be in accordance with the re-submitted and corrected Submittal that is reviewed and returned to the Design-Builder by the District’s Authorized Representative.

3.11.7. **DSA Deferred Approval.** With respect to any items for which a deferred approval by DSA is permitted under the Contract Documents and Applicable Laws, Design-Builder shall submit its related Submittals to DSA, and District’s Authorized Representative with an original, manual signature of the professional engineer registered in the State of California responsible for preparing such Submittal.

3.12. **USE OF SITE**

3.12.1. **Staging Area.** Design-Builder will be assigned staging space on or adjacent to the Site, and all field offices, materials and equipment shall be kept within this area. Unless otherwise required by the Contract Documents, Design-Builder shall be responsible for restoring such areas and surrounding areas to the condition they were in prior to Design-Builder’s commencement of the Work. Design-Builder recognizes that the school facilities will continue to be in service throughout the construction and that there will be limited staging available and any such staging areas must be approved by the District.

3.12.2. **Existing Improvements.** During the installation of the Work, Design-Builder shall ensure that Existing Improvements are adequately protected. Upon Final Completion of the Work, all Existing Improvements not required by the Contract Documents to be demolished that may have been damaged shall be restored to the condition they were in prior to Design-Builder’s commencement of the Work.

3.12.3. **Operations at Site.** Design-Builder shall confine operations, access and parking at the Site to areas permitted by Applicable Laws and approved by District. Design-Builder shall not unreasonably encumber the Site with materials or equipment. Design-Builder acknowledges that it is experienced in performing construction within limited and confined areas and spaces such as those that are anticipated to exist on this Project and agrees to assume responsibility, without a Contract Adjustment, to take all special measures (including, without limitation, those related to protection, storage, staging and deliveries) as may be necessary to adapt its performance to the constraints of the Site.

3.12.4. **Coordination.** Design-Builder shall coordinate Design-Builder’s operations with, and secure the approval of, District before using any portion of the Site.

3.12.5. **Unauthorized Use.** Personnel of Design-Builder and the Subcontractors and Subconsultants shall not occupy, live upon or otherwise make use of the Site during any time that
the Work is not being performed at the Site, except as otherwise approved by District.

3.12.6. Uses of Existing Improvements. Design-Builder shall, prior to performing the Work, familiarize itself with, become informed of, and take into specific account, the uses of the Existing Improvements by District and other occupants of the Site and Existing Improvements, including, without limitation, student uses, staff and business operations, schedule of classes, examinations, class locations, public uses, employee uses, visitor uses, planned functions and ceremonies, and coordinate its planning, staging, scheduling, coordination and performance of the Work to minimize any inconvenience, disruption or interference (whether before, during or after instructional hours) therewith. Design-Builder shall enclose the working areas with a substantial barricade that is reasonably designed to preclude entry by students, visitors, the public or District personnel not involved in the performance of the Work.

3.12.7. Site Security. Design-Builder is responsible for the security of the Site and all of the Work, as well as the work of the Separate Contractors or District’s own forces that occurs on the Site. Fences, barricades and other perimeter security shall be maintained in good condition and secured with locking devices. Damage shall be repaired immediately. Graffiti and unauthorized postings shall be removed or painted over so as to maintain a clean and neat appearance. Mobile equipment and operable machinery shall be kept locked or otherwise made inoperable whenever left unattended.

3.12.8. Persons on Site. Design-Builder shall not allow any person, other than the workers on the Project, authorized representatives of a union, or other individuals authorized by District, to come upon any portion of the Site where the Work is being performed. Only authorized personnel will be permitted on the Site. Design-Builder shall at all times maintain good discipline and order among its employees and the employees of Subcontractors and Subconsultants. Any person in the employ of Design-Builder or any of Subcontractor or Subconsultant whom District may deem, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of District and all Losses to Design-Builder or District associated therewith shall be paid at Design-Builder’s Own Expense.

3.12.9. Dust, Fumes, Noise. Design-Builder shall take preventive measures to minimize, and eliminate wherever reasonably possible, generation of dust, fumes and noise and shall comply with all requirements of the Contract Documents and Applicable Laws and permits.

3.12.10. Confinement of Operations. Design-Builder shall confine apparatus, the storage of materials and the operations of the workers to limits indicated by Contract Documents or as otherwise directed by District’s Authorized Representative in writing.

3.12.11. Prohibited Substances. Design-Builder shall not permit (1) the possession or use of alcohol or controlled substances on the Site or (2) smoking on the Site.

3.12.12. Survey Markers. Design-Builder shall take care in accordance with the Standard of Care applicable to Design-Builder’s performance of the Work to prevent the disturbance or covering of any survey markers, monuments or other devices marking property boundaries or corners. If such markers are disturbed, they shall be replaced by Design-Builder by means of the services of a licensed land surveyor. The costs of such replacement shall be at Design-Builder’s Own Expense.

3.12.13. Drainage, Erosion. Design-Builder shall be responsible for changes in patterns of surface water drainage resulting from, and related erosion control made necessary by, the performance of the Work.

3.12.14. Trenches. As required by California Labor Code §6705, if the Contract Sum exceeds Twenty-Five Thousand Dollars ($25,000) and involves the excavation of any trench or trenches five (5) feet or more in depth, Design-Builder shall, in advance of commencing excavation, submit to District’s Authorized Representative a detailed plan showing the design of shoring, bracing,
sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring Systems Standards established by the Construction Safety Orders of the California Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer, employed by Design-Builder at Design-Builder’s Own Expense. Nothing in this Paragraph 3.12.14 shall be deemed to allow the use of a system less effective than that required by such Construction Safety Orders. No excavation of such trench or trenches shall be commenced until such plan has been approved by District’s Authorized Representative. Nothing in this Paragraph 3.12.14 shall be construed to impose any liability, including, without limitation, any tort liability, upon the District or upon any of its officers, agents, representatives or employees; and Design Builder shall, notwithstanding the review or approval of Design-Builder’s plan by District’s Authorized Representative, remain solely responsible for the sufficiency of its plan prepared pursuant to this Paragraph 3.12.14.

3.13. CUTTING AND PATCHING

3.13.1. Design-Builder Responsibility. Design-Builder is responsible for all cutting, fitting or patching required to complete the Work and to make its parts fit together properly both among themselves and with any Existing Improvements and the work of the Separate Contractors and of District’s own forces.

3.13.2. DSA Review. Cutting, boring, saw cutting or drilling through structural elements of Existing Improvements is not to be started until the details (if the details are not already shown in, or as shown do not conform to, the DSA-approved Contract Documents) have been reviewed and approved the appropriate Subconsultant responsible for structural engineering and the DSA field engineer.

3.13.3. Damage. In all cases, cutting shall be performed under the supervision of competent mechanics skilled in the applicable trade and openings shall be cut as small as possible to prevent unnecessary damage. Design-Builder shall not damage or endanger a portion of the Work, Existing Improvements or fully or partially completed construction of District’s own forces or of the Separate Contractors by cutting, patching, excavating or otherwise altering such construction.

3.13.4. Separate Contractors. Design-Builder shall not cut or otherwise alter construction by Separate Contractors except with the written consent of District’s Authorized Representative, which consent shall not be unreasonably withheld, delayed or conditioned. When asked, Design-Builder shall not unreasonably withhold from the Separate Contractors the Design-Builder’s consent to their cutting or other alteration of the Work as required to complete the work of the Separate Contractors.

3.14. UTILITIES AND SANITARY FACILITIES

3.14.1. Existing Utilities. Except as otherwise required by California Government Code §4215, Design-Builder shall contact all relevant utility providers and arrange for obtaining all available information, concerning location of subsurface utility lines. Prior to commencement of any digging Design-Builder shall make its own investigation, including exploratory excavations, to determine the locations and type of Work which could result in damage to such utilities. In accordance with California Government Code §§4216 et seq., except in an emergency, Design-Builder shall contact the appropriate regional notification center at least two (2) working days, but not more than fourteen (14) Days, prior to commencing any excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain sub-service installations, and shall obtain an inquiry identification number from the regional notification center. Design-Builder shall not assume, unless actual observed surface conditions at the Site indicate otherwise, that utilities are located in the same location as indicated on the as-built records or other information obtained by Design-Builder. Design-Builder shall conduct pitholing in advance of digging in any areas where there are not apparent surface conditions at the Site.
indicating the actual location of underground utilities and be at all times vigilant in watching for any conditions encountered, above or below the surface of the ground, that might indicate that underground utilities are at locations other than those indicated by the as built records or other information obtained by Design-Builder. Design-Builder shall perform its digging operations in a slow and meticulous manner so as to avoid wherever reasonably possible damaging existing underground utilities. Design-Builder shall, at Design-Builder's Own Expense, make good any Loss to District or others as a result of Design-Builder's failure to perform any of its obligations under this Paragraph 3.14.1. Nothing stated in this Paragraph 3.14.1 shall be interpreted as requiring Design-Builder to have performed subsurface exploration or potholing for the purpose of locating subsurface utilities at the Site prior to the Final Proposal Submission Date or as precluding the Design-Builder from a receiving Contract Adjustment for unknown subsurface utilities constituting Differing Site Conditions that are encountered in the course of performing the Site investigation or potholing required by this Paragraph 3.14.1.

3.14.2. District Responsibility. If and to the extent required by Government Code §4215, District assumes the responsibility for removal, relocation, and protection of those existing main or trunk line utility facilities located at the Site at the time of commencement of the Work that are not identified in the Contract Documents. Design-Builder shall, to the extent not arising from the failure of Design-Builder to exercise reasonable care and to the extent permitted by Article 7, below, be entitled to a Contract Adjustment for relocating, repairing or removing any utility facilities not indicated in the Contract Documents with reasonable accuracy (including, without limitation, equipment on the Site necessarily idled thereby) and Delays caused by District's or a utility District's failure to provide for the removal or relocation of such utility facilities shall be deemed Compensable Delay. Nothing herein shall be deemed to require District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings or meter junction boxes located on or adjacent to the Site.

3.14.3. Use of Utilities. All utilities, including but not limited to electricity, water, gas and telephone, used in performance of the Work (including, without limitation, meters and temporary distribution systems from distribution points to points on Site where a utility is needed) shall be furnished by Design-Builder or, if furnished by District, shall be paid for by Design-Builder at Design-Builder’s Own Expense. Upon Final Completion of the Work, Design-Builder shall remove all temporary distribution systems. If the Work involves an addition to an existing facility, Design-Builder may, with written permission of District, granted or withheld in District’s sole and absolute discretion, use District’s existing utilities by making prearranged payments to District for utilities used by Design-Builder. When it is necessary to interrupt any existing utility service to make connections, a minimum of two (2) working days’ advance notice shall be given to District’s Authorized Representative. Interruptions shall be of the shortest possible duration and shall be scheduled during a time of Day that minimizes its impact on the operations of the existing facility.

Any Loss to District or Design Builder associated with interruption of a utility service as a result of Design-Builder's breach of, or failure to fully comply with, its obligations under this Paragraph 3.14.3 shall be paid for by Design-Builder at Design-Builder's Own Expense.

3.14.4. Sanitary Facilities. Design-Builder shall provide sanitary temporary toilet facilities, for the use of all the workers, in no fewer numbers than required by Applicable Laws, plus such additional facilities as may be directed by District’s Authorized Representative. Such facilities shall be maintained in a sanitary condition at all times. Use of existing or permanent toilet facilities shall not be permitted except by written consent of District’s Authorized Representative.

3.15. CLEANING UP

3.15.1. Design-Builder Responsibility. Design-Builder at all times shall keep the Site free from
debris such as waste, rubbish and excess materials and equipment caused by the performance of the Work. At the end of each Day that Work is performed, Design Builder shall not leave debris under, in or about the Site but shall promptly dispose of or remove same from the Site. Without limitation to other clean up requirements of the Contract Documents, upon Final Completion, Design-Builder shall: (1) clean the interior and exterior of the buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; (2) clean and polish all glass, plumbing fixtures, finish hardware and similar finish surfaces and equipment; and (3) remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from the Site.

3.15.2. Cleanup by District. If Design-Builder fails upon 24 hours' notice by District’s Authorized Representative to perform its obligation to clean up, District may arrange to do so, and the cost thereof shall be chargeable to and borne by Design-Builder at Design-Builder’s Own Expense.

3.16. ACCESS TO THE WORK

3.16.1. District. District, District’s Authorized Representative, Inspectors of Record, Design Consultant and District Consultants, and their representatives, and such other persons as authorized by District, shall at all times have access to the Work, either in preparation or in progress. Design-Builder shall provide safe and proper facilities for such access so that they and their representatives may perform their functions safely.

3.16.2. Separate Contractors. District, using its own forces or those of Separate Contractors, may, at any time during the performance of the Work, enter the Site for the purpose of performing construction or for any other purpose. Design-Builder shall cooperate with District, District's own forces and Separate Contractors and not interfere with other work being done by them or on their behalf.

3.16.3. Delivery Routes. Design-Builder shall arrange for delivery of material over routes designated by District’s Authorized Representative.

3.17. INTELLECTUAL PROPERTY RIGHTS

The Design-Builder shall pay all royalties and license fees relating to use of Intellectual Property Rights. The Design-Builder shall defend suits or claims for infringement of Intellectual Property Rights and shall defend, indemnify and hold harmless the Indemnitees in accordance with the terms of Contract Article 12, below, from Loss on account thereof, unless a particular design, process or product that includes or utilizes Intellectual Property Rights is required by the Project Criteria or an Approved Deviation; provided, however, that if the Design-Builder has information leading it to believe that its use of a particular design, process or product required by the Project Criteria or an Approved Deviation would constitute an infringement of an Intellectual Property Right, then the Design-Builder shall nonetheless be responsible to provide such defense, indemnification and hold harmless if such information is not promptly furnished in writing to the District.

3.18. LABOR, WAGES, PAYROLL RECORDS

3.18.1. Labor Compliance Program
.1 Design-Builder and all Subcontractors must comply with District’s labor Compliance Program ("LCP") requirements, including, but not limited to, all applicable statutes and regulations, District's LCP Manual, the Contract Documents, including Section 3.19. In the event that additional or revised information is required pursuant to enforcement of the LCP, such requirement shall not result in an increase to the Contract Time or the Contract Amount. Design Builder will be responsible for all failures by all Subcontractors to comply with District's LCP requirements. Design-Builder, consistent with California Public Contract Code section 6109, is prohibited from performing a portion of work with a Subcontractor who is debarred pursuant to Sections 1777.1 or 1777.7 of
the Labor Code.

.2 **Notice of LCP Approval.** District's LCP was granted final approval/extended authority by the Department of Industrial Relations on December 27, 1996. For questions and assistance, please contact the District's LCP Office at (213) 241-4665, lcp@lausd.net, or at www.laschools.org on the web.

.3 Design-Builder and all Subcontractors must send an authorized representative responsible for LCP compliance to the first available Labor Compliance Certification Training class following contract award. If a Design-Builder or Subcontractor has already attended the District's Labor Compliance Certification Training class less than one (1) year before contract award on the Project, it does not have to retake the Labor Compliance Certification Training Class. A representative responsible for LCP compliance for Design-Builder and each Subcontractor must take the online Labor Compliance Recertification class within one (1) year after taking the Labor Compliance Certification Training class.

3.18.2. **Prevailing Wages**

.1 This Project is a public work, as defined in Labor Code section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 CCR sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects.

.2 Payment of Prevailing Wages. In accordance with Labor Code sections 1771, 1771.5, 1774, and 1815 and Title 8 CCR section 16433, the District requires the payment of prevailing wages for all projects over twenty-five thousand ($25,000) dollars when the project is for construction or installation work, and for all projects over fifteen thousand ($15,000) dollars when the project is for alteration, demolition, repair, warranty or maintenance work.

.3 Pursuant to Labor Code sections 1770 et seq., the District has obtained from the Department of Industrial Relations determinations of the prevailing wage rates and the prevailing wage rates for holiday and overtime work for Los Angeles County where the Project is to be performed. Copies of these prevailing wage rates are on file and available to any interested party upon request at the District’s principal office and the following websites: www.laschools.org/contractor/lc or [http://www.dir.ca.gov/dlsr/pwd/](http://www.dir.ca.gov/dlsr/pwd/).

.4 Questions pertaining to prevailing wage rates should be directed to the Labor Compliance Department or to the Division of Labor Statistics and Research at the following respective addresses: Labor Compliance Department, 333 S. Beaudry Ave, 19th Floor, Los Angeles, CA 90017 [(213) 241-4665; lcp@lausd.net] or DLSR, P.O. Box 420603, San Francisco, CA 94142 ((415) 703-4780; [http://www.dir.ca.gov/DLSR/](http://www.dir.ca.gov/DLSR/)).

.5 Design-Builder shall post at appropriate and conspicuous locations on the Project site the following:

1. A schedule showing all applicable prevailing wage rates in accordance with Labor Code section 1773.2; and

2. Notice of LCP approval sufficient to satisfy Title 8 CCR section 16429.

.6 Design-Builders and Subcontractors of every Tier must provide itemized wage statements to their employees in accordance with Labor Code section 226.

.7 Design-Builder represents and warrants that the Contract Sum includes sufficient funds to allow Design-Builder and all Subcontractors to comply with all applicable laws and contractual agreements. Design-Builder shall defend, indemnify and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to the failure of Design-Builder or any Subcontractor to comply with any applicable law in this regard, including, but not limited to Labor Code
section 2810. Design-Builder agrees to pay any and all assessments, including wages, penalties and liquidated damages, made against the District in relation to such failure.

.8 Pursuant to Labor Code section 1775, Design-Builder and all Subcontractors shall forfeit as a penalty to the District an amount not more than fifty ($50) dollars for each day, or portion thereof, for each worker paid less than the prevailing wage rate for the work or craft in which such worker is employed by the Design-Builder or Subcontractor. The Design-Builder shall include, and shall require the Subcontractors to include, contractual provisions in all contracts they enter into for the performance of the Work requiring each Subcontractor, of every Tier, who furnishes any labor for the performance of Work to comply with the provisions of the District's Labor Compliance Program at Design-Builder's Own Expense.

.9 The Design-Builder and the Surety will be jointly and severally liable for the back wages, penalties, and/or Labor Code Liquidated Damages due as a result of a prevailing wage violation. "Labor Code Liquidated Damages" are equal to the total underpayment of wages remaining unpaid sixty (60) days after service of the Notice of Withholding of Contract Payments pursuant to Labor Code section 1742.1. The underpaid employee will receive both the Labor Code Liquidated Damages and the underpayment amount.

3.18.3. Apprentices

.1 Design-Builder and all Subcontractors shall comply with all requirements in Labor Code section 1777.5 and Title 8 CCR sections 200 et seq. Design-Builder is responsible for compliance with Labor Code section 1777.5 for all apprenticeable crafts or trades. Design-Builder and any Subcontractor(s) who fail to comply with Labor Code section 1777.5 shall be subject to the penalties specified in Labor Code section 1777.7.

.2 Design-Builder and all Subcontractors shall submit contract award information using the Division of Apprenticeship Standards (DAS 140) Form to the applicable apprenticeship committee within ten (10) days of the date of execution of contract, but in no event later than the first day in which the Design-Builder and/or Subcontractors has workers employed on the Project, in accordance with Title 8 CCR section 230. Design-Builder and Subcontractors shall simultaneously submit a copy of the completed DAS 140 Form to the District's Labor Compliance Department.

3.18.4. Working Hours

.1 Design-Builder and all Subcontractors shall comply with the following provisions for working hours:

(1) Pursuant to Labor Code section 1810, eight (8) hours labor shall constitute a legal day's work.

(2) Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by Design-Builder or any Subcontractor is limited and restricted to eight (8) hours during any one day and forty (40) hours during any one week, except as otherwise provided by law.

(3) Notwithstanding the foregoing provisions, work performed in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours per week at not less than one and one-half (1.5) times the basic rate of pay, or as otherwise required by law. All work performed on Saturday, Sunday, and/or holidays shall be paid pursuant to the Prevailing Wage Determination.

(4) Unless otherwise provided in the Contract Documents or prescribed by law, where a single shift is worked, eight (8) consecutive hours between 7 AM
and 5 PM shall constitute a work day at straight time for all workers.

(5) Unless otherwise provided in the Contract Documents or prescribed by law, forty (40) hours between Monday 7 AM and Friday 5 PM shall constitute a workweek at straight time.

(6) Unless otherwise provided in the Contract Documents or prescribed by law, the District's Labor Compliance Department audit and investigation uses the working hours contained Section 3.19.4 and determines violations and penalties accordingly.

(7) After the date the Design-Build Contract Is entered into by the District and Design Builder, the work day and workweek may only be modified as authorized in Article 7. Any other Work performed by workers necessary to be performed outside of the work day and workweek shall be performed without adjustment to the Contract Amount or any other additional expense to the District.

.2 Pursuant to Labor Code section 1813, Design-Builder and all Subcontractors shall forfeit as a penalty to the District, twenty-five ($25) dollars for each worker employed in the execution of the Contract by the respective Design-Builder or Subcontractor for each day during which the worker is required or permitted to work more than 8 hours in any one day or 40 hours in any one week without proper compensation in violation of Labor Code sections 1810 et seq. and/or applicable regulations.

3.18.5. Certified Payroll Reporting Forms and Payroll Records

.1 Design-Builder shall be responsible for the submission of electronic certified payroll records of Design-Builder and all Subcontractors within ten (10) days of the week ending date of each week. Design-Builder and all Subcontractors shall submit weekly electronic certified payroll records, including certified Non-Performance payroll records, in the method provided by the District's Web-based Certified Payroll Reporting System, to the District's Labor Compliance Program. If a Design-Build Contract has various school projects, Certified Payroll Reporting Forms for each individual school shall be maintained and submitted in the method provided by the District.

.2 Design-Builder must comply with all requirements of District’s Web-based Certified Payroll Reporting System, including, but not limited to, electronic signature, electronic submittal of documents and forms, and use of other electronic modules. This obligation includes compliance with all existing requirements and all new requirements developed during the term of the Project.

.3 Design-Builder shall submit to District's Labor Compliance Department, an estimated start date for all Subcontractors, at least five (5) days prior to each Subcontractor commencing work and shall submit a revised estimate, if applicable, within five (5) days of knowledge of any changes to any estimated start date. This document must contain the name and address of each Subcontractor, each Subcontractor's contractor license number and the estimated start date.

.4 Design-Builder shall provide, and shall cause all Subcontractors to provide, "Payroll Records" to the District, within ten (10) days of written request, at no cost to the District. "Payroll Records" are all certified payroll records, time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to the Project. All received documents will become property of the District.
.5 Failure to submit Payroll Records within ten (10) days of the written request shall result in a penalty to the District of twenty-five ($25) dollars for each day, or portion thereof, of noncompliance for each worker, pursuant to Labor Code section 1776 and applicable regulations, until strict compliance is effectuated.

3.18.6. Payroll Record Liquidated Damages
Should Design-Builder or any Subcontractor neglect, fail or refuse to submit any Payroll Records pursuant to this Section then Design-Builder agrees to pay to District the sum of One Hundred Dollars ($100.00) per day in contractual liquidated damages, not as a penalty but as liquidated damages, for every day of noncompliance beyond ten (10) days after such documents are due ("Payroll Record Liquidated Damages"). Payroll Record Liquidated Damages shall continue to accrue until strict compliance is effectuated. Upon issuance of a Payroll Record Liquidated Damages Permanent Assessment, the liquidated damages amount will be disbursed to the District. The Payroll Record Liquidated Damages amounts are agreed upon by and between the Design-Builder and District because of the difficulty of fixing District's actual damages in the event of failure to submit such documents. Design-Builder and District specifically agree that said amounts are reasonable estimates of District's damages in such event, and that such amounts do not constitute a penalty. Design-Builder and District acknowledge and agree that these Payroll Record Liquidated Damages are reasonable under the circumstances existing at the time of the Design-Builder's execution of the Contract. These Payroll Record Liquidated Damages are distinct from statutory Labor Code Liquidated Damages. This remedy is not exclusive and is cumulative of all other remedies available to District.

3.18.7. Withholding of Contract Payments
.1 District will withhold payment from Design-Builder in accordance with its rights and obligations under Labor Code section 1720 et seq. and applicable regulations, including for back wages, penalties and Labor Code Liquidated Damages.
.2 Notwithstanding any other provision in these General Conditions, District may withhold payment from any portion of the Contract Sum then or thereafter due the Design-Builder for violation by Design-Builder or any Subcontractor of the requirements of Section 3.18 or any of its Paragraphs or subsections and for Payroll Record Liquidated Damages. Without limitation to the foregoing, payment shall not be made to the Design-Builder when certified payroll records by Design Builder or any of its Subcontractors are delinquent or inadequate in accordance with Title 8 CCR 16435.

3.18.8. Pre-Construction Conference. A pre-construction conference will be held for the benefit of the Design-Builder and the Subcontractors and Subconsultants to discuss labor requirements of the Labor Compliance Program that apply to the Project. Attendance by the Design-Builder and all Subcontractors at the conference is mandatory.

3.19. PROJECT STABILIZATION AGREEMENT
3.19.1. The Project Stabilization Agreement ("PSA") applies to all construction, major rehabilitation work, and capital improvement work, as set forth in the RFP Documents. Design-Builder agrees to be bound by the PSA and to require Subcontractors of every Tier to do so. For information pertaining to PSA, Design Builder can refer to the following web address: http://www.laschools.org/contractor/psa/.

3.19.2. Design-Builder must also comply with all of the following provisions:
.1 Design-Builder shall cause a sign to be posted on the job site stating, in English and Spanish, in large enough print to read from a reasonable distance, no less than 32 point font size, "Employees: Your employee benefits payments are being paid to a trust fund on your behalf. Your employer must provide you information about your benefits and make documentation about your benefits available to you."
(1) Design-Builder must submit with its Application for Final Payment a certification that Design-Builder and all Subcontractors have paid all benefit contributions due and owing to the appropriate trust fund(s).

(2) Design-Builder and all Subcontractors must comply with the requirements of District’s Web-based Certified Payroll Reporting System for electronic submittal of PSA-related documents, including, but not limited to, Letters of Assent and certification forms.

.2 District’s Labor Compliance Department may monitor the timely payment of employee benefits to the appropriate trust fund in accordance with the PSA and California Labor Code section 1771.5.

.3 Costs of Compliance. The Design-Builder represents and warrants that it has included in the Contract Sum all costs of compliance with the requirements of this Section 3.19.

3.20. STORM WATER PERMITTING

3.20.1. Design-Builder’s Responsibility. If and to the extent storm water permitting, control, mitigation or discharge control is required by Applicable Laws, the Design-Builder shall (1) file and obtain the Storm Water Permit; (2) furnish all notices required under the Storm Water Permit; (3) prior to starting any Work at the Site prepare the Storm Water Management Plans and Storm Water Pollution Prevention Plans; and (4) take all necessary steps to monitor, report, enforce and otherwise implement and comply with the requirements of the Storm Water Permit, Storm Water Management Plans and Storm Water Pollution Prevention Plans and all Applicable Laws pertaining to the elimination or mitigation of storm water pollutant discharge to separate storm sewer systems or other watercourses, including without limitation, applicable requirements of the State Water Resources Control Board, Los Angeles Region Water Quality Control Board and municipal storm water management programs.

3.20.2. Copies of Reports. The Design-Builder shall provide copies of all reports and monitoring information to the District’s Authorized Representative.

3.20.3. Violations. The Design-Builder recognizes and understands that failure to comply with the requirements of the Storm Water Permit is a violation of federal and state law.

3.20.4. Condition of Payment. Compliance by the Design-Builder with the requirements of this Section 3.20 shall be a condition to the Design-Builder’s right to payment under its Applications for Payment.

3.20.5. Costs of Compliance. The Design-Builder represents and warrants that it has included in the Contract Sum all costs of compliance with the requirements of this Section 3.20.

3.21. SOLID WASTE MANAGEMENT

3.21.1. Compliance. Design-Builder shall comply with all provisions of Applicable Laws (including, without limitation, the requirements of the California Public Resources Code, rules and regulations of the California Integrated Waste Management Board and provisions of any Site-specific plans adopted by District) that are applicable to the activities of contractors performing construction or related activities on the Site.

3.21.2. Recycling. Without limitation to the foregoing and unless otherwise approved by District, the Design-Builder shall take action to ensure that no less than ninety percent (90%) of marketable materials generated from the activities of the Design Builder and Subcontractors on the Site that are not fully consumed in the performance of the Work are recycled.

3.21.3. Records. Design-Builder shall maintain, and make available to the District’s Authorized Representative upon request, complete and accurate records verifying its compliance with its obligations under this Section 3.21 and shall submit all other required documents and reports.

3.21.4. Condition of Payment. Compliance by the Design-Builder with the requirements of this
Section 3.21 shall be a condition to the Design-Builder's right to payment under its Applications for Payment.

3.21.5. Costs of Compliance. The Design-Builder represents and warrants that it has included in the Contract Sum all costs of compliance with the requirements of this Section 3.21.

ARTICLE 4 CONSTRUCTION ADMINISTRATION

4.1. DISTRICT’S AUTHORIZED REPRESENTATIVE

4.1.1. Scope of Authority. District’s Authorized Representative shall have the authority to act on behalf of District only to the extent expressly provided in the Contract Documents and subject to such limitations on authority as set forth in Paragraph 4.1.2, below. As clarification of the foregoing, if the Contract Documents provide that the District’s Authorized Representative has the right to approve of, consent to or direct that Design-Builder take or forbear from taking an action, such authority shall be limited to issuing such approval, consent or direction and shall not include, or be interpreted to include, authority to bind District with respect to any of the matters set forth in Paragraph 4.1.2, below. If Design-Builder's compliance with such approval, consent or direction of the District’s Authorized Representative would involve or require authorization by District within the scope of the matters set forth in Paragraph 4.1.2, below, Design-Builder has the obligation, in addition to complying with the District’s Authorized Representative's approval, consent or direction, to take steps in accordance with the Contract Documents to obtain such authorization of District as may be required and failing to do so shall not have any right to recourse or recovery from District on account of Design-Builder's action in response to such approval, consent or direction by District’s Authorized Representative.

4.1.2. Limitations on Authority. Without limitation to the other limitations on the District’s Authorized Representative's authority expressed or implied under Paragraph 4.1.1, above, and notwithstanding anything else set forth in the Contract Documents to the contrary, District’s Authorized Representative does not have authority to: (1) obligate or commit District to any payment of money; (2) obligate District to any adjustment to the Contract Sum or Contract Time; (3) relieve Design-Builder of any of its obligations under the Contract Documents; or (4) approve or order any Work involving Delay or Extra Work.

4.1.3. Replacement. In the sole and absolute discretion of the District, the District’s Authorized Representative may, upon written notice from District to Design-Builder, be removed and/or replaced or the functions of District’s Authorized Representative assumed by District or assigned to another District Consultant.

4.1.4. District Rights. All rights and authority conferred upon District’s Authorized Representative under the Contract Documents constitute rights that District may, in its sole and absolute discretion, exercise in writing on its own behalf, irrespective of whether the District has ordered the removal, replacement or a change in the authority of the District’s Authorized Representative.

4.1.5. Work Stoppage. District’s Authorized Representative’s authority includes, without limitation, the authority to stop the Work whenever such stoppage may be necessary for the proper execution of the Work. Any Work that is stopped or disapproved by order of District’s Authorized Representative shall be resumed if and when District so directs in writing, with or without the concurrence of the District’s Authorized Representative.

4.2. DISTRICT CONSULTANTS
District Consultants do not have authority to: (1) obligate or commit the District to any payment of money; (2) obligate the District to any adjustment to the Contract Sum or Contract Time; (3) relieve the Design-Builder of any of its obligations under the Contract Documents; or (4) approve or order any Work involving Delay or Extra Work.

4.3. **ADMINISTRATION OF THE DESIGN-BUILD CONTRACT**

4.3.1. **General Provisions.** District’s Authorized Representative will provide administration of the Project as described in the Contract Documents: (1) during design and construction; (2) until no earlier than the time that Final Payment is due; and (3) with the District’s concurrence, from time to time, during the Guarantee to Repair Period.

4.3.2. **Coordination of Separate Contractors.** When directed to do so by District’s Authorized Representative Design-Builder shall participate with the Separate Contractors and the District’s Authorized Representative in reviewing their construction schedules.

4.3.3. **Observations of the Work.** Observations of the Work by the District’s Authorized Representative or other District Consultants shall be separate from any inspections which may be provided by IOR or others as permitted or required by the Contract Documents.

4.3.4. **Means, Methods.** Construction means, methods, techniques, sequence, procedures and safety precautions and programs in connection with the Work are the sole responsibility of Design-Builder. Without limitation to the foregoing, District’s Authorized Representative, Inspectors of Record and District Consultants will not: (1) have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work; (2) be responsible for the Design-Builder’s failure to carry out the Work in accordance with the Contract Documents; or (3) have control over, charge of, or responsibility for acts or omissions of the Design-Builder, the Subcontractors, the Subconsultants or their agents or employees, or of any other persons performing portions of the Work.

4.3.5. **Communications.** District’s Authorized Representative will be present on the Site during the performance of the Work for the purpose of providing contract administration and facilitating communications between the District, District Consultants, Design-Builder and other Project Team members retained by District. Unless otherwise provided in the Contract Documents or when direct communications have been specifically authorized, communications between the Design-Builder and District shall be through the District’s Authorized Representative. Communications from Design-Builder and the Subcontractors or Subconsultants to Separate Contractors shall be through the District’s Authorized Representative. The Design-Builder shall not rely on oral or other non-written communications.

4.3.6. **Applications for Payment.** District’s Authorized Representative will review and certify all Applications for Payment by the Design-Builder. District’s Authorized Representative will forward the Design-Builders' Applications for Payment and Certifications for Payment to District for processing for payment.

4.3.7. **Rejection of Work.** District’s Authorized Representative has the authority to reject Work that does not conform to the Contract Documents, whether or not such Work is fabricated, installed or completed. District’s Authorized Representative has the authority, whenever the District’s Authorized Representative considers it necessary or advisable for implementation of the intent of the Contract Documents, to require additional inspection or testing of the Work in accordance with Article 10, below, whether or not such Work is fabricated, installed or completed. Neither District’s Authorized Representative's authority to act under this Paragraph 4.3.7 nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of District’s Authorized Representative to Design-Builder, Subcontractors,
Subconsultants, their agents or employees, or other persons performing any portion of the Work.  

4.3.8. Review of Submittals.

1. District’s Authorized Representative. District’s Authorized Representative's actions with respect to review and distribution of Submittals will be taken with such promptness as to cause no unreasonable Delay in the Work. Such review and other actions, including, without limitation, approval (if any) of Submittals, by District’s Authorized Representative is solely for the purpose of determining if a Submittal has been assembled to include those documents required by the Contract Documents to be included in such Submittal and does not constitute a review or approval of the design or other technical information contained therein.

2. District Consultants. District shall have the right, but not the obligation, to retain District Consultants to review and/or approve Shop Drawings, Product Data and Samples and other Submittals. Such action will be taken with such promptness as to cause no unreasonable Delay in the Work. A District Consultant's review, approval or other action upon the Design-Builder's Submittals shall be for the limited purpose of checking for conformance with the Design Intent and is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Design Builder as required by the Contract Documents.

3. Design-Builder Responsibility. Design-Builder is solely responsible, notwithstanding District’s Authorized Representative's or any District Consultant’s review, approval or other action taken with respect to a Submittal by Design-Builder, for the content and sufficiency of all Submittals and for compliance with the Contract Documents. Without limitation to the foregoing, any review, approval or other action taken by District’s Authorized Representative or a District Consultant with respect to a Submittal shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. Approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.3.9. Changes. District’s Authorized Representative will prepare Change Orders, Unilateral Change Orders and Construction Directives. Following consultation with each other, District and District’s Authorized Representative will take appropriate action thereon in accordance with Article 7, below.

4.3.10. Completion. District’s Authorized Representative, with the assistance if necessary of the District Consultants, will conduct reviews of the Work to determine the dates of Substantial Completion and Final Completion and will receive and forward to the District any Close-Out Documents provided by Design Builder.

4.4. CLAIMS

4.4.1. Submission of Claims. All Claims by Design-Builder shall be submitted in accordance with the procedures set forth in this Section 4.4.

4.4.2. Arising of Claim.

1. Compensable Changes, Deleted Work. A Claim by Design-Builder involving a Contract Adjustment due to a Compensable Change or Deleted Work arises upon issuance of a decision denying, in whole or in part, Design-Builder’s Change Order Request. Such Claim shall be prepared and submitted in accordance with the requirements of this Section 4.4, including, without limitation, Paragraphs 4.4.3 through 4.4.5, below.

2. Other Claims. Claims by Design-Builder other than those described in Subparagraph 4.4.2.1, above, arise at the time that District's Authorized Representative receives written
notice by Design-Builder of Design-Builder's intent to file the Claim. Such notice of intent shall be given no later than five (5) Days after the Discovery Date relative to such circumstances (even if Design Builder has not yet experienced a Loss or Delay due to such circumstances) and shall state the event or condition giving rise to the Claim and its probable effect, if any, upon the Contract Sum and Contract Time. FAILURE BY DESIGN-Builder TO SUBMIT A NOTICE OF INTENT TO FILE CLAIM IN ACCORDANCE WITH THIS SUBPARAGRAPH 4.4.2.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY DESIGN BUILDER OF THE RIGHT TO FURTHER RECOOURSE OR RECOVERY UPON SUCH CLAIM BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

4.4.3. **Content of Claims.** A Claim by Design-Builder must include the following:

1. a statement that it is a Claim and a request for a decision on the Claim;
2. a detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim;
3. supporting documentation as follows: (1) if the Claim involves a Contract Adjustment due to Compensable Change or Deleted Work, documentation demonstrating that a complete Notice of Change and Change Order Request were timely and properly submitted as required by Article 7, below; (2) if the Claim involves an adjustment to the Contract Time, documentation demonstrating that a complete Notice of Delay and Request for Extension were timely and properly submitted as required by Article 7 and Article 8, below; and (3) if the Claim does not involve a Contract Adjustment on the basis of Compensable Change or Deleted Work, documentation demonstrating that a notice of intent to file the Claim was timely and properly submitted as required by Subparagraph 4.4.2.2, above;
4. a detailed justification for any remedy or relief sought by the Claim, including, without limitation, all of the following: (1) a detailed cost breakdown in the form required for submittal of Change Order Requests, which complies with the prohibition on “total cost” calculations set forth in Paragraph 7.7.16, below; and (2) actual job cost records demonstrating that the costs have been incurred; and
5. a written certification, signed by a responsible managing officer or principal of Design-Builder's organization who has the authority to sign contracts on behalf of Design-Builder and who has personally investigated the matters alleged in the Claim, in the following form:

"I hereby certify under penalty of perjury that I am a managing officer or principal of (Design-Builder's name) and that I have reviewed the Claim presented herewith on Design-Builder's behalf and/or on behalf of (Subcontractor's(s') or Subconsultant's(s') name(s)) and that the following statements are, to the best of my knowledge after diligent inquiry into the circumstances of such Claim, true and correct:

(I) the facts alleged in or that form the basis for the Claim are true and accurate;

(II) I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading;

(III) I have, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Design-Builder and by any Subcontractor and Subconsultant, of
any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the losses or damages alleged to have been suffered by Design-Builder and/or such Subcontractor or Subconsultant were in fact suffered in the amounts and for the reasons alleged in the Claim;

(IV) I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Design Builder and by any Subcontractor and Subconsultant, of any Tier, that is asserting all or any portion of the Claim) and confirmed that the delays or disruption alleged to have been suffered by Design-Builder and/or such Subcontractor and Subconsultant were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,

(V) Design-Builder has not received payment from District for, nor has Design Builder previously released District from, any portion of the Claim.

Signature: ___________ Name: ____
Title: ____________
Company: ______________
Date: ______________

4.4.4. Noncompliance. Failure by Design-Builder to comply with Paragraph 4.4.3, above, shall give District the right, without obligation, to deny the Claim or return the Claim without any response.

4.4.5. Submission of Claims.

.1 Time for Filing. All Claims and supporting documentation and certifications required to be submitted by Design-Builder must be submitted to the District’s Authorized Representative within thirty (30) Days after the Claim arises (as "arises" is defined in Paragraph 4.4.2, above). No Claims by Design-Builder shall be filed after Final Payment.

.2 Condition Precedent. Design-Builder’s strict compliance with the requirements of this Section 4.4 as to a Claim shall be considered a condition precedent to Design-Builder’s right to initiate a legal action with respect to such Claim.

.3 Transmittal. Claims by Design-Builder shall be first submitted to the District via the District’s Authorized Representative for decision by the District.

4.4.6. Response to Claims by Design-Builder.

.1 Claims under $50,000. Claims by Design-Builder that are less than Fifty Thousand Dollars ($50,000) shall be responded to by District by issuance of a Good Faith Determination of the Claim in writing within forty five (45) Days of receipt of the Claim, unless District requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case District shall respond to the Claim after receipt of the further information or documentation by issuing its Good Faith Determination of the Claim within the longer of either (1) fifteen (15) Days, or (2) the period of time taken by Design-Builder in producing the additional information or documentation. The value of a Claim of the portion of a claim that seeks a time extension only shall be valued for purposes of Subparagraph 4.4.6 by applying the District's applicable liquidated damages rate to number of Days sought by the Excusable Delay.

.2 Claims over $50,000. Claims by Design-Builder that are over Fifty Thousand Dollars ($50,000) shall be responded to by District by issuance of a Good Faith Determination of the Claim in writing within sixty (60) Days of receipt of the Claim, unless
District requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case District shall respond to the Claim after receipt of the further information or documentation by issuing its Good Faith Determination within the longer of either (1) thirty (30) Days, or (2) the period of time taken by Design-Builder in producing the additional information or documentation.

4.4.7. **Meet and Confer.** If Design-Builder disputes District's Good Faith Determination of a Claim by Design Builder, or if District fails to respond within the prescribed time set forth in Paragraph 4.4.6, above, Design-Builder may so notify District, in writing, within fifteen (15) Days of Design-Builder's receipt of District's Good Faith Determination, or within fifteen (15) Days of District's response due date in the event of a failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, District shall schedule a meet and confer conference within thirty (30) Days of such demand for discussion of settlement of the dispute. If either District or Design-Builder determines that the meet and confer process has not been successful, it shall have the right to declare the meet and confer process closed by written notice to the other party so stating.

4.4.8. **Finality of Decision.** District’s Good Faith Determination issued pursuant to Paragraph 4.4.6, above, shall be deemed final: (1) on the fifteenth (15th) Day after Design-Builder’s receipt of District’s Good Faith Determination in the case of a failure by Design-Builder to demand an informal conference to meet and confer within the time period required by Paragraph 4.4.7, above; or (2) where Design-Builder has timely requested to meet and confer in accordance with Paragraph 4.4.7, above, upon receipt by either party of written notice by the other party declaring the meet and confer process closed. Except as otherwise stated in Section 4.5, below, the fact that a Good Faith Determination has become final, as described in this Paragraph 4.4.8, shall not be interpreted as meaning that the Good Faith Determination constitutes a binding and final resolution to Design-Builder's rights or obligations in respect to the Claim or a waiver by the Design-Builder of the right to seek final resolution of the Claim in accordance with the Claims Dispute Resolution Process.

4.4.9. **Claims Based on Differing Site Conditions**

.1 **Design-Builder Responsibility.** Save and except as hereinafter provided in this Paragraph 4.4.9 for Contract Adjustments due to Differing Site Conditions and only for Work that meets the requirements of Public Contract Code Section 7104, Design-Builder agrees at Design-Builder’s Own Expense to assume the risk and costs of Extra Work and Delay due to concealed or unknown conditions, surface or subsurface, at the Site or in Existing Improvements. No Differing Site Conditions shall be permitted for Work that is not expressly covered by Public Contract Code Section 7104.

.2 **Differing Site Conditions.** Differing Site Conditions are those conditions located at the Site or in Existing Improvements and not otherwise ascertainable by Design-Builder from its review of documents and information described in Paragraph 3.2.11 or Paragraph 3.2.12 above, or from the field verification and investigation permitted by District under Paragraph 3.2.13, that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; (2) subsurface or concealed conditions at the Site or concealed conditions in Existing Improvements which differ materially from those indicated by the Contract Documents or other information available to Design-Builder prior to the Final Proposal Submission Date; or (3) unknown physical conditions at the Site or concealed conditions in Existing Improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character
provided for in the Contract Documents.

.3 Notice of Change. If Design-Builder encounters conditions it believes constitute Differing Site Conditions, then Design-Builder shall, before such conditions are disturbed, give Notice of Change as required by Paragraph 7.6.1, below, stating, without limitation, a detailed description and precise location of the conditions encountered.

.4 Investigation by District. Upon receipt of notice from Design-Builder as required by Subparagraph 4.4.9.3, above, District shall promptly investigate Design-Builder's report of Differing Site Conditions.

.5 Change Order Request. If Design-Builder intends to seek a Contract Adjustment based upon Differing Site Conditions, it shall submit a complete and timely Change Order Request in accordance with Paragraph 7.6.2, below, setting forth its request for a Contract Adjustment.

.6 Contract Adjustments. If, following Design-Builder's compliance with its obligations under this Paragraph 4.4.9, District finds that Differing Site Conditions exist, then a Contract Adjustment shall be made for the resulting Compensable Change and Compensable Delay, in such amounts and durations as District determines according to a Good Faith Determination by District are reasonable and permitted by these General Conditions.

.7 Waiver by Design-Builder.

FAILURE BY DESIGN-BUILDER TO STRICTLY COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH 4.4.9 CONCERNING THE TIMING AND CONTENT OF ANY NOTICE OR REQUEST FOR CONTRACT adjustment BASED ON DIFFERING SITE CONDITIONS SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY DESIGN-BUILDER OF THE RIGHT TO FURTHER recourse OR recovery UPON SUCH CLAIM BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

.8 Final Completion. No otherwise timely claim by Design-Builder for additional compensation for Differing Site Conditions that has not been waived shall be allowed if asserted after Final Payment.

4.4.10 Continuous Work. Design-Builder shall, notwithstanding the existence of a Claim by Design-Builder, maintain continuous performance, without interruption, suspension or slowing, of the Work and its other obligations (1) pending issuance of a Good Faith Determination of the Claim and (2) thereafter in compliance with the terms of such Good Faith Determination.

4.4.11 Claims by District. Claims by the District against the Design-Builder shall be submitted and resolved in accordance with the provisions of Section 4.5, below.

4.4.12 Mutual Waiver of Consequential Damages. Design-Builder and District waive all rights and claims against each other for consequential damages arising out of or relating to the performance or nonperformance of any obligation under the Contract Documents. This mutual waiver includes damages incurred by either the District or the Design-Builder for loss of use, loss of profit or income on Projects other than this, loss of management or services, loss of productivity, loss of financing or funding, loss of business reputation, loss of bonding and all such consequential damages due to termination or suspension by the Design-Builder or District. Notwithstanding the foregoing, nothing contained in this Paragraph 4.4.12 shall be deemed to be a waiver of or limitation on: (1) the District's or Design-Builder's rights for recovery of liquidated damages permitted to District or Design-Builder under the terms of the Design-Build Contract; (2) the District's rights to recovery of Losses (including, without limitation, any direct, indirect or consequential Loss) that involve or arise out of personal injury, death or damage to physical or
tangible property of the District or of any other person or entity to whom the District is or may be liable; (3) District's or Design-Builder's rights of recovery for Loss due to willful misconduct or gross negligence; (4) District's or Design-Builder's rights of recovery under any policy of insurance; or (5) District's express or implied rights of indemnification, including, without limitation, the District's rights under Article 12 below.

4.5. CLAIMS DISPUTE RESOLUTION PROCESS

4.5.1. Resolution of Claims by Design-Builder. Claims by Design-Builder not resolved under Section 4.4, above, shall be finally resolved in accordance with the Claims Dispute Resolution Process set forth in this Section 4.5, which shall be the deemed the exclusive recourse of Design-Builder for final determination and resolution of such Claims in lieu of any and all rights of Design-Builder under Applicable Laws to have its Claims adjudged by a trial court or jury.

4.5.2. Resolution of Claims by District. Claims by District shall be finally resolved in accordance with the Claims Dispute Resolution Process set forth in this Section 4.5, which shall be deemed the exclusive recourse of District for final determination and resolution of such Claims in lieu of any and all rights of District under Applicable Laws to have its Claims adjudged by a trial court or jury.

4.5.3. Resolution of Other Disputes. Disputes between District and Design-Builder that do not constitute Claims by Design-Builder or District shall –be resolved by way of an action filed in the Superior Court of the State of California, County of Los Angeles and shall not be subject to the Claims Dispute Resolution Process. This Paragraph 4.5.3 does not supplant any legal or procedural requirements that must be exhausted or otherwise satisfied before initiating litigation regarding such disputes or any alternative dispute resolution requirements applicable to such disputes by law or agreement.

4.5.4. Submission of Dispute.

.1 By Design-Builder. Design-Builder’s right to commence the Claims Dispute Resolution Process shall arise upon District’s written response denying all or part of a Claim becoming final as provided in Paragraph 4.4.8, above. Design-Builder shall initiate the Claims Dispute Resolution Process by submitting a written Statement of Dispute to District’s Authorized Representative within the earlier of (1) sixty (60) Days after the decision by District on Design-Builder’s Claim has become final under Paragraph 4.4.8, above, or (2) submission by Design-Builder of its Application for Payment requesting Final Payment. FAILURE BY DESIGN-BUILDER TO SUBMIT A STATEMENT OF DISPUTE IN RESPECT TO A CLAIM THAT HAS BECOME FINAL PURSUANT TO PARAGRAPH 4.4.8, ABOVE, WITHIN THE EARLIER OF SAID 60-DAY TIME PERIOD OR DESIGN-BUILDER’S SUBMISSION OF ITS APPLICATION FOR PAYMENT REQUESTING FINAL PAYMENT SHALL RESULT IN THE DISTRICT’S GOOD FAITH DETERMINATION OF THE CLAIM BECOMING FINAL AND BINDING UPON DESIGN-BUILDER AND SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7, BELOW, CONSTITUTE A WAIVER BY DESIGN-BUILDER OF THE RIGHT TO FURTHER RECOOURSE OR RECOVERY UPON SUCH CLAIM BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS. Design-Builder’s Statement of Dispute shall be signed under penalty of perjury and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of Design-Builder under the Design-Build Contract. Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment to Design-Builder’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each Delay on Design-Builder’s time
for performance. Adequate supporting data to a Statement of Dispute submitted by Design-Builder involving Design-Builder’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

.2 By District. District’s right to commence the Claims Dispute Resolution Process shall arise at any time following District’s actual discovery of the circumstances giving rise to a Claim by District. A Statement of Dispute shall be submitted by District to Design-Builder, which statement shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by District as a result of such events.

4.5.5 Claims Dispute Resolution Process. District and Design-Builder shall each cooperate and participate in good faith in each step and level in the Claims Dispute Resolution Process in the sequence they appear in Subparagraphs 4.5.6.1 through 4.5.6.3, below. Such reasonable cooperation and good faith on the part of a party shall be a condition precedent to the right of that party to proceed to the next step and level in the Claims Dispute Resolution Process.

.1 First Step: Stepped Negotiations.

(1) Project Level Negotiations. A Project-level representative of District (consisting of a representative of District’s Authorized Representative) and a project-level representative of Design-Builder (consisting of Design-Builder’s project manager assigned to the Project) shall meet as soon as possible (but not later than seven (7) Days after receipt by the responding party of a Statement of Claim) in a good faith effort to negotiate a resolution to the Claim. If the Claim involves the assertion of a right or claim by a Subcontractor or Subconsultant, of any Tier, that is in turn being asserted by Design-Builder against District (“Pass-Through Claim”), then such Subcontractor or Subconsultant shall also have a Project-level representative present of comparable seniority to Design-Builder’s negotiating representative. Upon completion of the meeting, if the Claim is not resolved, Design-Builder and District may either continue the Project Level Negotiations or either of Design-Builder or District may declare in writing the Project Level Negotiations ended. All discussions that occur during the Project Level Negotiations and all documents prepared solely for the purpose of Project Level Negotiations shall be confidential and privileged pursuant to California Evidence Code §§1119, 1120 and 1152.

(2) Senior Management Level Negotiations. If the Project Level Negotiations fail to resolve the Claim, then senior management representatives of District (consisting of Director of Project Execution and/or his Designee(s) and the Construction Claims Unit) and a senior management representative of Design-Builder (consisting of a representative at the level of owner, president, chief executive officer, vice-president, or general operations manager) shall meet as soon as possible, but no later than seven (7) Days after the end of the Project Level Negotiations, in a good faith effort to negotiate a resolution to the Claim. If the Claim involves a Pass-Through Claim by a Subcontractor or Subconsultant, then such Subcontractor or Subconsultant shall also have a Project representative present of comparable seniority to Design-Builder’s negotiating representative. Upon completion of the meeting, if the Claim is not resolved, Design-Builder or District may either continue the Senior Management Level Negotiations or either of Design-Builder or District may declare in writing the Senior Management Level
Negotiations ended. All discussions that occur during the Senior Management Level Negotiations and all documents prepared solely for the purpose of the Senior Management Level Negotiations shall be confidential and privileged pursuant to California Evidence Code §§1119, 1120 and 1152.

(3) **Refusal to Cooperate.** In the event that either Design-Builder or District fails or refuses upon written request to reasonably cooperate or participate in any phase of the foregoing stepped negotiations of the Claims Dispute Resolution Process, then the other party shall have the right to immediately require that the parties proceed to the second step, mediation, as set forth below.

.2 **Second Step: Mediation.** Any Claim that remains unresolved after completion of stepped negotiations conducted pursuant to Subparagraph 4.5.6.1, above, and that a party wishes to pursue further shall be submitted to non-binding mediation before a mutually acceptable third party mediator in accordance with the following provisions:

(1) **Qualifications of Mediator.** The parties shall endeavor to select a mediator who is an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

(2) **Submission and Selection.** The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within fifteen (15) Days after the receipt of such written notice, then the parties shall submit the matter to the American Arbitration Association (AAA) at its Los Angeles Regional Office for selection of a mediator in accordance with the AAA Construction Industry Mediation Rules.

(3) **Location.** The location of the mediation shall be at the offices of District unless the District agrees to mediate at another location.

(4) **Costs.** The AAA fees and mediator’s fees and costs shall be shared equally by the parties to the mediation. If the Claim involves a Pass-Through Claim by a Subcontractor or Subconsultant, then such Subcontractor or Subconsultant shall be considered a party to such mediation for purposes of allocating responsibility for the costs of the mediation. If a Subcontractor or Subconsultant refuses to pay its allocable share, such share shall, without limitation to any right of Design-Builder to recover such costs from the Subcontractor or Subconsultant, be paid by the Design-Builder.

(5) **Privileges.** All discussions that occur during the mediation and all documents prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code §§1119, 1120 and 1152.

(6) **End of Mediation.** District or Design-Builder may, if either determines in good faith that further mediation would not be productive, declare in writing the end of the mediation.

(7) **Refusal to Cooperate.** In the event that either Design-Builder or District fails or refuses upon written request to reasonably cooperate or participate in the mediation step of the Claims Dispute Resolution Process, then the other party shall have the right, in its sole and absolute discretion, to either require that the parties proceed to the third step, litigation, as set forth below, or to file a request with a court of competent jurisdiction seeking an order compelling mediation in accordance with the Claims Dispute Resolution Process.

.3 **Third Step: Litigation.** The sole forum for resolution of unresolved Claims shall be
in the Superior Court of the State of California in the county in which the Project is located. Each party shall pay its own counsel fees, witness fees, and other expenses in such litigation.

(1) **Government Code Claim Compliance (All Claims).** Design-Builder or any Subcontractor or Subconsultant, regardless of tier, claiming through Design-Builder, must comply with the requirements of the Government Claim requirements set forth in Government Code section 910 et seq. Except as set forth in Public Contract Code section 20104.2(e), the claim resolution procedures and notice requirements set forth in this Section or elsewhere in the Contract Documents do not, in any manner, fashion or degree, waive, delete or supersede the requirement of a claimant to fully comply with the Government Code requirements with respect to the presentation of a claim to a public agency or the timely prosecution of a claim if the claim is denied. Likewise, the obligation of the Design-Builder or its Subcontractors or its Subconsultants to comply with Government Code section 910 et seq., does not, in any manner, fashion or degree, waive, delete or supersede the obligation of the Design-Builder or its Subcontractors or Subconsultants to comply with the claim resolution procedures and notice requirements in this Section or elsewhere in the Contract Documents.

(2) **Timing of Litigation Initiated By Design-Builder.** For unresolved Claims eligible for litigation, Design Builder shall not initiate litigation against the District until the earlier of Final Payment or the rejection of Final Payment and termination of the entirety of the remaining Work. This limitation on the timing of litigation initiated by Design-Builder applies to initiating litigation against the District as part of an action brought by a Subcontractor or Subconsultant, of any Tier, whether an indemnification claim or otherwise. District may initiate unresolved Claims eligible for Litigation at any time.

(3) **No Direct Claims by Subcontractors or Subconsultants.** Nothing in this paragraph or the Contract Documents is intended to create a direct right of action against the District by any Subcontractors or Subconsultants, of any Tier, for Work performed for the Project if such action would constitute a Claim if asserted by Design-Builder. Design-Builder shall require that all Subcontractors or Subconsultants, of any Tier, covenant not to sue and not to initiate litigation directly against the District on such matters.

4.5.6 **Participation Not a Waiver.** Participation in the Claims Dispute Resolution Process shall not constitute a waiver, release or compromise of any defense of either party, including, without limitation, any defense of District that is based on the assertion that the rights of Design-Builder were previously waived by Design-Builder due to failure to comply with the Contract Documents, including, without limitation, Design-Builder’s failure to comply with any time periods for providing notices or for submission of Claims or supporting documentation of Claims.

4.5.7 **Continuous Work.** Design-Builder shall maintain continuous, expeditious and uninterrupted performance of the Work throughout the duration of the Claims Dispute Resolution Process.

4.6. **NOTICE OF THIRD-PARTY CLAIMS**

The District shall provide notification to the Design-Builder within a reasonable time after receipt of any third-party claim relating to the Design-Build Contract. The District shall be entitled to recover from the Design-Builder its reasonable costs of providing such notification.

4.7. **WAIVERS OF RIGHTS BY DESIGN-BUILDER**

DISTRICT AND DESIGN-BUILDER ACKNOWLEDGE THAT IT IS IN THE INTERESTS OF BOTH PARTIES
THAT CHANGES, DELAYS AND CLAIMS BE IDENTIFIED, QUANTIFIED, EVALUATED AND FINALY RESOLVED PROMPTLY, CONTEMPORANEOUSLY WITH THE CIRCUMSTANCES FROM WHICH THEY ARISE, AND THAT THERE BE CERTAINTY WITH RESPECT TO THE FINALITY OF ANY RESOLUTION OF RELATED DISPUTES. ON THOSE PREMISES, AND IN FURTHER RECOGNITION OF THE FACT THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPOSSIBLE TO QUANTIFY, DEMONSTRATE OR PROVE THE HARM TO DISTRICT IF ANY OF THE FOREGOING PREMISES IS NOT ACHIEVED DUE TO A FAILURE BY DESIGN-BUILDER TO COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS CONCERNING TIMELY NOTICE OR SUBMISSIONS OF NOTICES AND CLAIMS RELATING TO CHANGES, DELAY AND CONTRACT ADJUSTMENTS, DISTRICT AND DESIGN-BUILDER AGREE THAT FAILURE BY DESIGN-BUILDER TO CONFORM TO SUCH REQUIREMENTS OF THE CONTRACT DOCUMENTS SHALL IN AND OF ITSELF CONSTITUTE SUFFICIENT CAUSE AND GROUNDS, WITHOUT THE NECESSITY OF DISTRICT DEMONSTRATING ANY ACTUAL HARM OR PREJUDICE, FOR IMPOSITION UPON DESIGN-BUILDER A FULL AND UNCONDITIONAL WAIVER BY DESIGN-BUILDER OF ITS RIGHT TO A CONTRACT ADJUSTMENT AND OF ITS RIGHTS AND RECOURSE FOR RECOVERY OF LOSS BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

ARTICLE 5 SUBCONTRACTORS AND SUBCONSULTANTS

5.1. SELECTION

5.1.1 Responsibility. Design-Builder shall be responsible for award of all subcontracts that were not listed by Design-Builder in accordance with Applicable Law, including Education Code 17250. Design-Builder shall have discretion to prepare the Subcontractor Trade Packages for the Project and shall be responsible for the award of these subcontracts, including without limitation, prequalifying subcontractors, preparing bid packages, issuing and advertising subcontracts for bid and, to the extent necessary, arranging for and conducting pre-bid conferences and site inspections, preparing addenda and responding to bidder inquiries. Design-Builder must give notice to District in advance in writing of the procurement schedule for Subcontractor Trade Packages, including the dates it will advertise for bids and the dates it will receive and open bids.

5.1.2 Prequalification. Design-Builder shall establish qualifications and a process for prequalification to ensure subcontractors meet these requirements. Design-Builder shall submit its prequalification program for District’s review before it gives notice to subcontractors or advertises for bids. Design Builder shall only recommend to District subcontractors who have the knowledge, skill and experience to timely perform and complete the Subcontractor Trade Packages in accordance with the terms of the Contract Documents and shall not recommend or use subcontractors who: (i) are ineligible to bid and/or work on a work of public improvement as mandated by Public Contract Code Section 6109; (ii) have been debarred by any state or federal agency in the last five years; (iii) are not properly licensed to perform the work required in the Subcontractor Trade Package; (iv) are unfit or not skilled in the tasks to be assigned to them; (v) are unable to comply with the requirements of the District’s Labor Compliance Program or Project Stabilization Agreement and (vi) if the subcontractor’s Experience Modification Rate for the most recent three year period is not an average of 1.25 or less.

5.1.3 Notice. Design-Builder shall provide public notice of subcontracts to be awarded by the Design-Builder for the Subcontractor Trade Packages in accordance with Education Code Section 17250.30 (c). The notice should inform potential subcontractors that they must prequalify with Design-Builder in order to submit bids for the Project.

5.1.4 Minimum Bids. Design-Builder shall make every reasonable effort to assure that at least three competitive bids are secured with respect to the solicitation of each Subcontractor Trade Package and three competitive bids must be obtained by Design-Builder for all subcontracts of
$25,000 or more. In the event less than three bids are received in response to a solicitation, Design-Builder shall make recommendations to District to obtain the required number of bids, including without limitation rebidding or changing the terms of the solicitation. Design-Builder may also request, subject to District's approval, that this requirement be waived or modified.

5.1.5 Award. Prior to awarding any Subcontractor Trade Package, Design-Builder shall conduct a thorough analysis of all bids received from prequalified subcontractors and shall provide to District such information as District may reasonably request, including without limitation, Design-Builder's ranking of bidders according to the financial terms of their bid and a list of any bidders found non-responsive. Design-Builder shall award each Subcontractor Trade Package to the low bidder unless it determines the award to another bidder represents the best value to the Project, provides sufficient justification for this decision and obtains District's approval in writing.

5.2. SUBSTITUTION

5.2.1. Substitutions Allowed. There shall be no substitution of or addition to the Subcontractors except as permitted by Chapter 4 (§§4100 et seq.), Division 2, Part 1 of the California Public Contract Code (the "Act").

5.2.2. Design-Builder's Own Expense. Any increase in the cost or time of performance of the Work resulting from the replacement, substitution or addition of a Subcontractor or Subconsultant shall be borne solely by Design-Builder at Design-Builder's Own Expense.

5.2.3. Substantiation of Compliance. At any time during performance of the Work it shall be the responsibility and burden of Design-Builder, if requested by District, to present complete and accurate evidence demonstrating by clear and convincing evidence that Design-Builder is, and at all times during and after the Request for Proposal process and Award of the Design-Build Contract was, in full compliance with all of the applicable provisions of the Act. Failure by Design-Builder to present such evidence when requested shall be deemed a breach of this Section 5.2 and if the Act, thereby entitling District to exercise any or all of its rights and remedies under the Contract Document or Applicable Laws, including, without limitation, the right to cancel the Design-Build Contract or assess any penalties provided for by the Act. This section does not waive any other rights or remedies the District has under the Contract Documents or by law.

5.3. CONTRACTUAL RELATIONS

5.3.1. Written Agreements. Design-Builder shall, by written agreement entered into between the Design Builder and each Subcontractor and Subconsultant, require each Subcontractor and Subconsultant to the extent of the Work to be performed by the Subcontractor or Subconsultant, to be bound to Design Builder by terms of the Contract Documents and to assume toward Design-Builder all the obligations and responsibilities which Design-Builder, by the Contract Documents, assumes toward District. Each subcontract agreement shall preserve and protect the rights of District under the Contract Documents with respect to the Work to be performed by the Subcontractor or Subconsultant so that subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor and Subconsultant, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against Design-Builder that Design-Builder, by the Contract Documents, has against District. Design-Builder shall require each first-Tier Subcontractor and Subconsultant to enter into similar agreements with their sub-subcontractors and sub-subconsultants. Copies of applicable portions of the Contract Documents shall be made available by Design-Builder to the first-Tier Subcontractors and Subconsultants and each Subcontractor and Subconsultant of the first-Tier shall similarly make copies of such Contract Documents available to each Subcontractor and Subconsultant of a lower-Tier with which it contracts. All first-Tier Subcontractors and Subconsultants must be provided a copy of these General Conditions, which shall be attached their written agreements. Without limitation to the foregoing, each contract that is entered into by a Subcontractor or Subconsultant, of any Tier,
shall, without limitation, require the Subcontractor or Subconsultant:

.1 to perform the Work in accordance with the terms of the Contract Documents;
.2 to assume toward Design-Builder all the obligations and responsibilities which Design-Builder assumes toward District by the Contract Documents;
.3 to preserve and protect the rights of District under the Contract Documents with respect to the Work to be performed by the Subcontractor or Subconsultant so that subcontracting thereof will not prejudice such rights;
.4 to waive all rights (including, without limitation, rights of subrogation) that the Subcontractor or Subconsultant or its insurers may have against District and others required by the Contract Documents to be named as additional insured for Losses covered by Insurance carried by Design-Builder or District, except for such rights as the Subcontractor may have to the proceeds of such insurance held by District or such other additional insured;
.5 to afford District and entities and agencies designated by District the same rights and remedies afforded to them under the Contract Documents with respect to access to, and the right to audit and copy, at District's cost, all of the Subcontractor’s or Subconsultant’s books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, memoranda and other records and documents relating to the Work and requiring the Subcontractor or Subconsultant to preserve all such records and other items for a period of at least four (4) years after Final Completion;
.6 to recognize the rights of the District under Section 5.3, below, including, without limitation, the District’s right to (1) accept assignment of the Subcontractor's or Subconsultant's agreement, (2) accept assignment of Design-Builder's rights as obligee under a performance bond furnished by a first-Tier Subcontractor, (3) to retain the Subcontractor or Subconsultant pursuant to the terms of its agreement with Design-Builder to complete the unperformed obligations under its agreement, and (4) if requested by the District, require that the Subcontractor or Subconsultant execute a written agreement on terms acceptable to the District confirming that the Subcontractor or Subconsultant is bound to the District under the terms of its agreement with Design-Builder;
.7 to submit applications for payment, requests for change orders and extensions of time and claims, and to comply with all other notice and submission requirements of the Contract Documents, sufficiently in advance to allow Design-Builder time to comply with its obligations under the Contract Documents;
.8 to purchase and maintain insurance in accordance with the requirements of the Contract Documents;
.9 to defend and indemnify the District and other indemnitees on the same terms as provided in Article 12, below;
.10 to comply with the nondiscrimination (Article 16, below) and labor and wage provisions of these General Conditions;
.11 to provide that time is of the essence to each of the Subcontractor's or Subconsultant's obligations;
.12 to require compliance with the District's Labor Compliance Program and the Project Stabilization Agreement; and
.13 to be bound by Subparagraph 4.5.6.3 precluding direct litigation against the District by Subcontractors and Subconsultants to the extent any such matter would constitute a Claim were it asserted by Design Builder.

5.3.2. Copies. The Design-Builder shall, upon request by District at any time, furnish to the
District’s Authorized Representative true, complete, and executed copies of all contracts with the Subcontractors and Subconsultants and amendments, modifications and change orders thereto. Progress payments shall not be made for items of the Work for which the District has not received such documents following request therefore by District.

5.3.3. No Brokering. The Design-Builder shall not permit any portion of the Work to be contracted to a firm acting as broker, factor or other entity not actually performing a substantial portion of the work with its own forces.

5.3.4. Third-Party Rights. Design-Builder acknowledges that District is an intended third-party beneficiary to all contracts between Design-Builder and its first-Tier Subcontractors and Subconsultants. Such acknowledgement is without limitation to any rights that District may have under Applicable Laws as a third party beneficiary to such contracts. Notwithstanding the foregoing or anything else to the contrary in the Contract Documents, there is no intent on the part of District or Design-Builder to create any rights (including, without limitation, third-party beneficiary rights) in favor of any Subcontractor or Subconsultant, of any Tier, against District and nothing contained in the Contract Documents and no course of conduct, act or omission on the part of District shall be construed as creating a direct or indirect contractual right in favor of any Subcontractor or Subconsultant, of any Tier, and against District.

5.3.5. All Tiers. It is the Design-Builder's obligation to see to it that all obligations of the Design-Builder are assumed by (or, "flow down") to the Subcontractors and Subconsultants, of every Tier, by the inclusion of contractual provisions requiring each of the Subcontractors and Subconsultants, of every Tier, to bind not only themselves but their lower-Tier Subcontractors and Subconsultants to the obligations assumed by Design-Builder under the Contract Documents.

5.3.6. Defenses Against Pass Through Claims. To the extent Design-Builder asserts any Claim against District for Work performed by a Subcontractor or Subconsultant of any Tier, District may assert any defenses to any such Claims that Design-Builder asserted or could have asserted or that any higher-Tier Subcontractor or Subconsultant asserted or could have asserted against a lower-Tier Subcontractor or Subconsultant, including those based on written agreements between those parties that afford protections different from or greater than those in the Contract Documents.

5.4. CONTINGENT ASSIGNMENT

5.4.1. Contingent Assignment. Design-Builder hereby assigns to District, or to such person or entity as District, in its sole and absolute discretion, designates, all of its interest in subcontracts entered into by Design Builder with its first-Tier Subcontractors and Subconsultants. If a first-Tier Subcontractor has provided a performance bond, then Design-Builder's rights under such performance bond are likewise hereby deemed contingently assigned to District or its designee and provision shall be made in the performance bond for surety's consent to such contingent assignment.

5.4.2. Acceptance by District. The contingent assignments provided for by this Section 5.4 will be effective only as to those subcontracts and performance bonds which District or its designee accepts in writing. District or its designee may accept any such assignment at any time during the course of the Work and prior to Final Completion. Such contingent assignments are part of the consideration to District for entering into the Design-Build Contract with Design-Builder and may not be withdrawn prior to Final Completion.

5.4.3. District Obligation. District’s or its designee’s sole obligation in the event it accepts a contingent assignment of a subcontract under this Section 5.4 shall be to pay in accordance with the terms of such subcontract for Work performed after written notice of acceptance of such assignment. In the event District directs that such assignment be made to District's designee, then such designee only, and not District, shall be solely liable under such assignment for Work
performed after written notice of acceptance of such assignment.

5.5. COMMUNICATIONS BY DISTRICT
District and the District’s Authorized Representative shall have the right to communicate, orally or in writing, with the Subcontractors and Subconsultants with respect to matters that are related to the Design-Builder’s performance of its obligations under the Contract Documents. Except as otherwise provided in the Design-Build Contract or these General Conditions, the Design-Builder shall be provided with a copy of all such communications that are in writing. Such communications shall not create, or be interpreted as creating, any contractual relationship between the District or the District’s Authorized Representative and any of the Subcontractors or Subconsultants.

5.6. NO THIRD-PARTY RIGHTS
Nothing contained in the Contract Documents shall create any contractual relationship between any of the Subcontractors or Subconsultants and the District or the District’s Authorized Representative, except (as to the District only) when, and only to the extent that, the District elects to accept the assignment of the contract between the Design-Builder and such Subcontractor or Subconsultant pursuant to Section 5.3, above.

5.7. DOCUMENT AVAILABILITY
The Design-Builder shall make available to each proposed Subcontractor and Subconsultant with whom it enters into a contract or agreement for performance of any portion of the Work, prior to the execution of the contract or agreement, copies of the Contract Documents to which the Subcontractor will be bound so as to ensure that all matters disclosed thereby are taken into consideration and included in the terms of such contracts and shall identify to such Subcontractor or Subconsultant the terms and conditions of the proposed contract or agreement which may be at variance with the Contract Documents.

5.8. NO LIABILITY OF DISTRICT
Nothing set forth in this Article 5, and no action taken by the District or the District’s Authorized Representative with respect to review or approval of the Subcontractors or Subconsultants, or their contracts or agreements, shall impose any liability or responsibility upon the District nor relieve the Design-Builder of its responsibilities under the Contract Documents or Applicable Laws.

ARTICLE 6 DISTRICT’S OWN FORCES AND SEPARATE CONTRACTORS
6.1. RIGHT OF DISTRICT.
District reserves the right to perform construction or operations related to the Project with District's own forces and to award other contracts to Separate Contractors in connection with other portions of the Project or other construction or operations on the Site.

6.1.1. Separate Contractors. Design-Builder shall ascertain to its own satisfaction the scope of the Project and the nature of any other contracts that have been or may be awarded by District to Separate Contractors in prosecution of the Project. Except where District has negligently directed the actions of the Separate Contractors, Design-Builder shall look solely to such Separate Contractors, and District shall not be responsible, for any Losses for which Design-Builder is not provided a right or recovery by means of a right to Contract Adjustment for Compensable Change or Compensable Delay, that are suffered by Design Builder or the Subcontractors or Subconsultants, of any Tier, resulting directly or indirectly from the conduct of such work by the Separate Contractors. If Design-Builder deems that direction from District is needed to assist Design-Builder in avoiding or minimizing any such Losses, Design-Builder shall notify District in writing and District shall, if such request is reasonable, provide such direction to the Separate Contractor or authorize Design-Builder to give such direction on District's behalf.

6.1.2. Coordination. Nothing in the Contract Documents creates or will create any duty on the part of District to coordinate the Work of Design-Builder with the work of Separate Contractors.
Design-Builder and Separate Contractors will coordinate all work with the other so as to facilitate the general progress of the Project. Design-Builder agrees that any recovery of Losses for which Design-Builder is not provided a right or recovery by means of a right to Contract Adjustment for Compensable Change or Compensable Delay, that are suffered by Design-Builder due to a failure by a Separate Contractor to coordinate its work with the Work of Design-Builder will be sought directly against the Separate Contractors as set forth elsewhere in this Article 6.

6.1.3. **Disputes.** Design-Builder and District agree that Separate Contractors in direct contractual privity with District are third party beneficiaries of the Contract Documents, but only to the extent of claims and causes of action against Design-Builder arising out of or resulting from Design-Builder’s performance or failure of performance under the Contract Documents or any act or omission of Design-Builder or the Subcontractors and Subconsultants causing Loss to such Separate Contractors. Design-Builder consents to being sued by Separate Contractors for Losses caused by Design-Builder or any of the Subcontractors and Subconsultants. Design-Builder hereby waives lack of privity of contract with such Separate Contractors as a defense to such actions.

6.1.4. **Remedy.** If Design-Builder as a result of the acts or omissions of one or more of the Separate Contractors suffers a Loss that is not compensated by means of a right given to Design-Builder under the Contract Documents to a Contract Adjustment, then Design-Builder’s sole remedy is to assert a claim or cause of action directly against the Separate Contractor(s) causing the Loss and Design-Builder hereby releases, acquits, holds harmless and forever discharges District of and from any and all liability for such Loss.

6.2. **MUTUAL RESPONSIBILITY**

6.2.1. **Use of Site.** Nothing contained in the Contract Documents shall be interpreted as granting Design-Builder exclusive use or occupancy of the Site. Design-Builder shall afford District’s own forces and the Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities.

6.2.2. **Adjoining Work.** If part of Design-Builder’s performance of the Work depends for proper execution or results upon construction or operations by District’s own forces or Separate Contractors, Design-Builder shall, prior to proceeding with that portion of the Work, carefully inspect such construction and operations and promptly report in writing to the District’s Authorized Representative apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Design-Builder will be responsible, at Design-Builder’s Own Expense, for Losses to District resulting from any such discrepancies or defects not reported in accordance with this Paragraph 6.2.2 that were apparent or that should have been apparent to Design-Builder on careful inspection.

6.2.3. **Damage.** Design-Builder shall promptly remedy Loss caused by Design-Builder or its Subcontractors or Subconsultants to completed construction or partially completed construction on the Site, or to property of District or the Separate Contractors.

6.2.4. **Disputes.** Design-Builder shall notify the District’s Authorized Representative in writing within five (5) Days if it believes it has experienced or is experiencing any Delay or Loss due to the activities of District’s own forces or the Separate Contractors or in the event of any dispute with District’s own forces or a Separate Contractor.

6.2.5. **Settlement of Disputes.** If Design-Builder or any Subcontractor or Subconsultant causes a Loss to a Separate Contractor, then Design-Builder will promptly settle the matter directly with the Separate Contractor and will defend, indemnify and hold District and the other indemnitees harmless from any and all effects of such Loss in accordance with the terms of the Article 12, below.

6.3. **ALLOCATION OF CLEANUP COSTS**

If a dispute arises among Design-Builder, the Separate Contractors and/or District as to the responsibility
for maintaining the Site and surrounding area free from waste materials and rubbish, District may clean up such waste materials and rubbish and allocate the cost among those responsible as District determines to be just.

ARTICLE 7    CHANGES IN THE WORK

7.1. CHANGES

7.1.1. General. District is authorized to make Changes in the Work in accordance with the provisions of this Article.

7.1.2. Contract Adjustments. Contract Adjustments shall only be permitted as follows: (1) the Contract Sum shall only be adjusted by means of a Change Order or Unilateral Change Order for Compensable Change, Deleted Work or Compensable Delay; and (2) the Contract Time shall only be adjusted by means of a Change Order or Unilateral Change Order for Excusable Delay, Compensable Delay or Deleted Work. All Contract Adjustments to the Contract Sum shall conform, without limitation, to the requirements of this Article 7. All Contract Adjustments to the Contract Time shall conform, without limitation, to the applicable requirements of this Article 7 and to the requirements of Article 8, below.

7.1.3. Exclusive Rights. The rights expressly set forth in the Contract Documents for Contract Adjustments constitute Design-Builder’s exclusive rights for additional compensation or extensions of time and are intended to be in lieu of and wholly replace any other such rights and remedies that Design-Builder has under Applicable laws for recovery or relief on account of loss or Delay in connection with performance of the Work, it being the intent of the District and Design-Builder by so agreeing that if circumstances arise for which the Contract Documents do not provide to Design-Builder an express right to a Contract Adjustment, then such omission of an express right shall conclusively be deemed to mean that no right to a Contract Adjustment was intended and, consistent with that intent, no right to a Contract Adjustment on account of such circumstances shall by any means, legal or equitable, of interpretation, construction, inference, implication or application be considered, found or adjudged to exist.

7.1.4. Written Authorization. Without limitation to any other provisions of the Contract Documents expressly or impliedly requiring performance of Work at Design-Builder’s Own Expense, any Change performed by Design-Builder pursuant to any direction other than a duly authorized and executed Change Order or Unilateral Change Order shall be paid for by Design-Builder at Design-Builder’s Own Expense.

7.1.5. Prompt Performance. Subject to the procedures set forth in this Article 7 and elsewhere in the Contract Documents, all Changes shall be performed promptly and without Delay.

7.1.6. DSA Approval. Changes to the DSA-approved Drawings and Specifications shall be made by revised Drawings and Specifications that have been approved by DSA and incorporated in an Addendum, Change Order or Unilateral Change Order, as required by §4-338, Part I, Title 24 of the California Code or Regulations.

7.1.7. Changes to Project Criteria. Project Criteria may be modified prior to execution of the Design-Build Contract only by RFP Addendum. Project Criteria may be modified after execution of the Design-Build Contract only by issuance of a Change Order or Unilateral Change Order that includes on its face page and in bold letters, the words "APPROVED DEVIATION".

7.2. SIGNATURES AND AUTHORIZATIONS

7.2.1. Parties. A Change Order shall be executed by and between the District and Design-Builder. A Change Order issued by District and not signed by Design-Builder within ten (10) days of issuance shall become a Unilateral Change Order.

7.2.2. Form. Change Orders and Construction Directives shall be executed using forms furnished by the District.
7.2.3. Written Authorization. Design-Builder shall not be entitled to Contract Adjustment by Change Order or Unilateral Change Order except as authorized in a writing by the District's Director of Facilities Contracts or the Deputy Director of Facilities Contracts within the limits set forth in California Public Contract Code§20118.4. Authorization in writing by the District’s Authorized Representative and/or Contracting Manager standing alone shall not entitle the Design-Builder to Contract Adjustment by Change Order or Unilateral Change Order.

.1 California Education Code §17250. Nothing stated in this Section 7.2 or elsewhere in the Contract Documents shall be interpreted as altering the requirements of California Education Code §17250 pertaining to approval or ratification by the District’s Board of Education of contracts and modifications to contracts entered into by the District. Such approval or ratification by the District's Board of Education shall not, however, constitute a condition to the Design-Builder's obligation to perform the Work, including any Extra Work, that Design-Builder is directed to perform by a Change Order, Unilateral Change Order or Construction Directive.

.2 Changes to Authorizations. The District reserves the right, exercised in its sole discretion, to unilaterally change the list of executive level staff, persons, or entities set forth in this Paragraph 7.2.3 as having authority to authorize Contract Adjustments and/or to specify a separate list of executive level staff, persons or entities having authority to authorize Contract Adjustments. Such right shall be exercised by written notice to the Design-Builder specifying the particulars of such changes or additions affecting authorizations by District.

7.2.4. Written Authorization of Essence.
IT IS OF THE ESSENCE TO THE DESIGN-BUILD CONTRACT BETWEEN THE DESIGN-BUILDER AND THE DISTRICT THAT ALL CONTRACT ADJUSTMENTS MUST BE AUTHORIZED IN ADVANCE, IN WRITING, AS REQUIRED BY THIS ARTICLE 7. ACCORDINGLY, NO VERBAL DIRECTIONS, COURSE OF CONDUCT BETWEEN THE PARTIES, OR EXPRESS OR IMPLIED ACCEPTANCE OF CHANGES OR OF THE WORK, AND NO CLAIM THAT THE DISTRICT HAS BEEN UNJUSTLY ENRICHED (WHETHER OR NOT THERE HAS BEEN SUCH ENRICHMENT) SHALL BE THE BASIS FOR A CONTRACT ADJUSTMENT IF THE DESIGN-BUILDER HAS NOT OBTAINED ADVANCE WRITTEN AUTHORIZATION IN THE MANNER REQUIRED BY THIS ARTICLE 7.

7.3. CHANGE ORDERS

7.3.1. Purpose. The purpose of a Change Order is to establish the terms of the District's and Design-Builder's mutual agreement to a Contract Adjustment.

7.3.2. Content. A Change Order is a written instrument, prepared by the District, stating:

.1 Detailed description of a Compensable Change or Deleted Work;
.2 Detailed description of a Compensable Delay or Excusable Delay;
.3 the amount of the Contract Adjustment, if any, to the Contract Sum; and/or
.4 the extent of the Contract Adjustment, if any, to the Contract Time.

7.3.3. Payment on Change Orders. District will not pay Design-Builder for work added to the Contract by Change Order until the Board of Education has ratified the Change Order.

7.3.4. Change Orders Exceeding $500,000. Any individual Change Order in an amount that exceeds $500,000 shall be subject to audit by Owner. Following the approval of the Change Order and completion and acceptance of the Change Order Work, Owner shall pay Design-Builder up to 80% of the value of the Change Order prior to the completion of the Audit. Payment of the remaining amount, reflecting any adjustments as required by Owner’s Audit, will be made upon completion of the Audit.

7.4. UNILATERAL CHANGE ORDERS

7.4.1. Purpose. The purpose of a Unilateral Change Order is to establish the District's estimate
of a disputed Contract Adjustment, if any. Notwithstanding any other provision in the Contract Documents, it is in the exercise of the District's sole discretion whether or not to issue a Unilateral Change Order. A change order issued by District may become a unilateral change order ten days after the date of issuance when not signed by Design-Builder.

7.4.2. **Good Faith Determination.** The District’s estimate in a Unilateral Change Order of a Contract Adjustment to the Contract Sum and/or Contract Time shall be based upon a Good Faith Determination by District of the Contract Adjustment to the Contract Sum and/or Contract Time that is appropriate under the circumstances and consistent with the terms of the Contract Documents.

7.4.3. **Claim by Design-Builder.** If Design-Builder disputes any portion of the District's Good Faith Determination of the Contract Adjustment that is set forth in a Unilateral Change Order, Design-Builder shall file within thirty (30) Days after issuance of the Unilateral Change Order by District a Claim pursuant to Section 4.4, above. The amount of the Contract Adjustment requested in the Claim shall not exceed the difference between the amount (either in terms of dollar amount or amount of time extension) of the Contract Adjustment requested by Design-Builder and the amount (either in terms of dollar amount or amount of time extension) of the Contract Adjustment granted in the Unilateral Change Order. Design-Builder shall have no reserved right, and hereby waives any such right that may exist under Applicable Laws, to seek in such Claim a Contract Adjustment or recovery that is based upon any amount (either in terms of dollar amount or amount of time extension) that is in excess of such difference.

7.4.4. **Waiver by Design-Builder.**

**FAILURE BY DESIGN-BUILDER TO SUBMIT A CLAIM PURSUANT TO SECTION 4.4, ABOVE, WITHIN THIRTY (30) DAYS AFTER ISSUANCE OF A UNILATERAL CHANGE ORDER BY DISTRICT SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY DESIGN BUILDER OF THE RIGHT TO FURTHER RECOUP OR RECOVERY, EITHER BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS, BASED ON AN ASSERTION THAT THE AMOUNT OF THE CONTRACT ADJUSTMENT ON ACCOUNT OF THE CHANGE OR DELAY DESCRIBED IN SUCH UNILATERAL CHANGE ORDER SHOULD BE DIFFERENT THAN THE AMOUNT OF THE CONTRACT ADJUSTMENT SET FORTH IN SUCH UNILATERAL CHANGE ORDER.**

7.5. **DESIGN BUILD DIRECTIVES**

7.5.1. **Design Build Directives during Design.** Compensation for any extra services not required by the Contract Documents and not within the Scope of Work require pre-authorization in writing by the District. When Extra Services are authorized they shall be provided by the Design-Builder and shall be paid for by the District in accordance with the fee schedule provided in the Design-Builder Proposal. To facilitate the timely execution of work determined by the District to be an Extra Service to the Design-Builder, the District may elect to issue a Design Build Directive document as follows:

.1 As directed by the District’s Authorized Representative the fees indicated in the Design Build Directive may either be based on a proposal for the work furnished by the Design-Builder or in the most urgent cases (where required timeframes do not allow for proposal preparation) the District’s Authorized Representative may elect to base fees on a written rough-order of-magnitude estimate furnished by the Design-Builder.

.2 Upon receipt of the executed Design Build Directive the Design-Builder shall begin work promptly on the Extra Services and complete the work within any timeframes stipulated.

.3 The District’s Authorized Representative shall, within 30 calendar days of the date
of issuance of the Design Build Directive and/or the conclusion of the negotiation of the proposals furnished by the Architect Engineer, prepare corresponding Extra Services documents for LAUSD review and approval.

.4 The Design-Builder shall only be entitled to bill for extra services performed upon receipt of fully executed Change Order and completion of the Work.

.5 Emergency Response (ATC-20). If required, the Design Builder shall provide emergency response services as directed by the District for each phase listed below.

Phase I:
   a) Licensed Professionals that are ATC certified (that is, certified to perform safety assessments in accordance with State of California Emergency Management Agency) shall perform post emergency building inspection of assigned LAUSD building properties (schools, offices, warehouse, bus depots, etc.).
   b) Emergencies include, but are not limited to earthquakes, tsunamis, floods, fires, etc.
   c) Design-Builder shall coordinate with authorized District personnel concerning post-emergency efforts.
   d) When a state of emergency is declared as a result of an emergency, as defined above, Design-Builder shall report within four (4) daylight hours of notification by authorized District personnel and proceed with inspection of assigned District building as instructed by authorized District personnel.
   e) Design-Builder shall initially complete and submit to the District the ATC-20 Rapid Evaluation Safety Assessment Form (REF).
   f) Design-Builder shall, after submitting the REF and at the request of the District, complete and submit ATC-20 Detailed Evaluation Safety Assessment Form.
   g) Design-Builder shall declare whether or not the building(s) are safe to occupy and shall post determination (of building condition) using the modified version of the three-tier system used by the California Office of Emergency Services (OES, 1988) – [Green (inspected), Yellow (Restricted Use) Red (Unsafe)].

Phase II:
   a) Design-Builder shall conduct site visit to assess the structural damage of buildings.
   b) Design-Builder shall provide an engineering report to lay out the structural damage, make recommendations for repair, and the associated cost estimate.

Phase III:
   a) Prepare repair construction drawings and LAUSD standard technical specifications for DSA review and approval;

Phase IV:
   a) Design-Builder shall provide technical support and conduct periodic site inspection during construction (construction administration).

7.5.2. Design Build Directives during Construction.

.1 A Design Build Directive shall not adjust the Contract Sum and/or Contract Time but it may lead to a Change Order Request.

.2 Upon issuance of a Design Build Directive by the District’s Authorized Representative, the Design-Builder shall promptly comply with the directives set forth therein.
.3 If Design-Builder believes a Design Build Directive establishes a basis for a Contract Adjustment to the Contract Sum and/or Contract Time, then the Design-Builder shall submit a Change Order Request within ten (10) Days of the date of issuance of the Design Build Directive, unless otherwise indicated in the Design Build Directive.

.4 Design-Builder's Own Expense. Without limitation to other provisions of the Contract Documents, costs incurred by Design-Builder or any Subcontractor or Subconsultant for the following category of Changes shall be paid by Design-Builder at Design-Builder's Own Expense: any Change or portion of a Change (including, but not limited, to a Compensable Change) performed before or after issuance by Design-Builder of a timely and complete Notice of Change or Change Order Request without Design-Builder having first obtained a Change Order or Unilateral Change Order prepared and authorized in the manner required by Paragraph 7.2.3.

7.6. PROCEDURES

7.6.1. Notice of Change.

.1 Submission. Design-Builder shall submit a written Notice of Change to District’s Authorized Representative if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes a Compensable Change, Deleted Work, Compensable Delay or other matter that may involve or require a Contract Adjustment (additive or deductive). Such notice shall be provided prior to commencement of performance of the Work affected and no later than five (5) Days after the Discovery Date of such circumstance.

.2 Form. Notices of Change shall be provided using forms furnished by the District’s Authorized Representative or, if requested by District’s Authorized Representative, using forms furnished by Design Builder that are approved by District’s Authorized Representative. Failure by District’s Authorized Representative to request or approve a particular form shall not relieve Design-Builder of its obligation to provide a Notice of Change in a written form that complies with the requirements specified in Subparagraph 7.6.1.3, below.

.3 Content. Each Notice of Change in order to be considered complete shall include:

(1) a general statement of the circumstances giving rise to the Notice of Change (including, without limitation, identification of any related Construction Directive);

(2) a Reasonable Order of Magnitude Estimate by Design-Builder of any related Contract Adjustments (additive and deductive) to the Contract sum and,

(3) if such circumstances involve a right to adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to Subparagraph 8.2.3.4, below, Design-Builder shall include, if not previously provided, a complete and timely Notice of Delay.

.4 Waiver by Design-Builder. FAILURE BY DESIGN-IMITER TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE UNDER CIRCUMSTANCES WHERE A NOTICE OF CHANGE INVOLVING A CHANGE IS REQUIRED BY THIS PARAGRAPH 7.6.1 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7, ABOVE, CONSTITUTE A WAIVER BY DESIGN-IMITER OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

.5 Deductive Adjustments. Failure by Design-Builder to submit a timely or proper
Notice of Change under circumstances in which a Notice of Change is required shall in no way affect District's right to a deductive Contract Adjustment on account of such circumstances.

7.6.2. **Change Order Request.**

.1 **Submission.** With respect to any matter that may involve or require a Contract Adjustment (additive or deductive) of the Contract Sum, Design-Build shall, within fourteen (14) Days after receipt by District’s Authorized Representative of a Notice of Change pursuant to Paragraph 7.6.1, above, submit to District’s Authorized Representative a written Change Order Request.

.2 **Form.** Change Order Requests (also known as Change Order Proposals) shall be provided using forms furnished by District’s Authorized Representative or, if requested by District, using forms furnished by Design-Build that are approved by District’s Authorized Representative. Failure by District’s Authorized Representative to request or approve a particular form shall not relieve Design-Build of its obligation to provide a Change Order Request in a written form that complies with the requirements stated in Subparagraph 7.6.2.3, below.

.3 Each Change Order Request in order to be considered complete shall include:

1. a detailed description of the circumstances for the Compensable Change, Deleted Work or Compensable Delay.
2. a complete, itemized cost breakdown (additive and deductive) of the Allowable Costs that form the basis for the Design-Build’s request for Contract Adjustment of the Contract Sum, including:
   (a) all of Design-Build's and each Subcontractor's and Subconsultant's costs, quantities, hours, unit prices, rates and Allowable Markups and
   (b) if the Subcontractor's or Subconsultant's pricing is in the form of a lump sum price a detailed breakdown of the lump sum price into its component and individual items of Allowable Costs and Allowable Markup; and if such circumstances involve a right to a Contract Adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to Subparagraph 8.2.3.4, below, Design-Build shall include, if not previously provided, a complete and timely Request for Extension.

.4 **Waiver by Design-Build.** **FAILURE BY DESIGN-BUILDER TO PROVIDE A COMPLETE AND TIMELY CHANGE ORDER REQUEST UNDER CIRCUMSTANCES WHERE A CHANGE ORDER REQUEST INVOLVING A CHANGE IS REQUIRED BY THIS PARAGRAPH 7.6.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7, ABOVE, CONSTITUTE A WAIVER BY DESIGN-BUILDER OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.**

.5 **Deductive Adjustments.** Failure by Design-Build to submit a timely or proper Change Order Request under circumstances in which submission of a Change Order Request is required shall in no way affect District's right to a deductive Contract Adjustment on account of such circumstances.

**7.6.3. Formal Notice of Essence.** Design-Build recognizes and acknowledges that timely submission of a formal Notice of Change and Change Order Request, whether or not the circumstances of the Change may be known to the District or available to District through other means, is not a mere formality but is of crucial importance to the ability of District to promptly identify, prioritize, evaluate and mitigate the potential effects of Changes. Any form of informal
notice, whether verbal or written (including, without limitation, statements at regular job meetings or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of Paragraph 7.6.1, above, and Paragraph 7.6.2, above, shall accordingly be insufficient.

7.7. PRICING

7.7.1. Basis of Calculation.

.1 Changes Not Involving Time. Contract Adjustments to the Contract Sum on account of Compensable Changes or Deleted Work, other than Contract Adjustments to the Contract Sum for Compensable Delay, shall be calculated, by one of the following methods:

(1) Lump Sum. By mutual acceptance of a lump sum proposal from Design-Builder based solely on Allowable Costs and Allowable Markups that is properly Itemized, and supported by sufficient substantiating data to permit evaluation.

(2) Unit Prices. By the unit prices set forth in the Design-Build Contract or such other unit prices as are subsequently and mutually agreed to in writing between the District and Design-Builder, with no amount added thereto for Allowable Markups.

(3) Estimating Guides. For Compensable Changes with respect to which District has elected to make a unilateral and final determination pursuant to Paragraph 7.7.13, below, by the sum of all the following: (1) the reasonable value of materials and equipment documented as having been actually incorporated into the Work, which reasonable value may be less but shall never be more than Design-Builder's actual Allowable Costs therefore; (2) an estimate of the reasonable costs of labor, installation and other services using the lower of the estimated prices for the locale of the Project (or if prices are not reported for the locale of the Project, the estimated prices that are reported for the region in which the Project is located) as reported in the following recognized estimating guides: (a) R. S. Means Company, Inc. Building Construction Cost Data, Western Region- Latest Edition, P.O. Box 800 Kingston, MA 02364-800; or (b) Lee Saylor, Inc. Current Construction Costs - Latest Edition, 9420 Topanga Canyon Boulevard, Woodland Hills, CA 91311; and (3) the amount that results when the applicable Allowable Markup is applied to the sum of the amounts derived from Clauses (1) and (2) of this Subparagraph 7.7.1.1 (3).

(4) Time and Materials. With respect to Compensable Changes, if none of the methods provided for in Subparagraphs 7.7.1.1 (1) through 7.7.1.1 (3), above, is applicable, then the additive amount increasing the Contract Sum shall be calculated by taking (a) the total of the reasonable expenditures by Design Builder and its Subcontractors and Subconsultants, documented in the manner required by Paragraph 7.7.2, below, for Allowable Costs that are actually and directly incurred and paid in the performance of the Compensable Change, not to exceed for any Compensable Change a price that is reasonable, competitive and fair to District given the amount and type of Work involved and the circumstances under which the Compensable Change is performed, and (b) adding thereto the amount which result when the applicable Allowable Markups are applied to such total specified in Clause (1) of this Subparagraph 7.7.1.1 (4). A Contract Adjustment that is calculated pursuant to this Subparagraph 7.7.1.1 (4) shall be subject to a not-to-exceed or guaranteed maximum price if such not-to-exceed or guaranteed maximum price has been mutually agreed upon between District and Design-Builder.
Builder. If Design-Builder has reason to believe that a lump sum or unit price for a Subcontractor’s or Subconsultant’s performance of a portion of Extra Work authorized to be performed on a time and materials basis is available and Design-Builder has reason to believe such price is lower than the price that would be charged by the Subcontractor or Subconsultant pursuant to the foregoing time and materials calculation, then Design-Builder has an obligation to inform District of that fact (along with the provision to the District of a complete itemized breakdown in accordance with Subparagraph 7.6.2.3(2), above) so as to afford District the opportunity, on a fully informed basis as to the component Allowable Costs and Allowable Markups that comprise such price, to avail itself of such favorable pricing.

(5) **Deleted Work.** Except as otherwise provided in Subparagraph 7.7.5.4, below, in the case of Deleted Work, the credit amount used to reduce the Contract Sum shall be calculated by taking: (a) the greater of either

(i) the value assigned to the Deleted Work in the Schedule of Values, exclusive of all estimated markups by Design-Builder and any Subcontractor or Subconsultant for overhead and profit (or, if insufficient detailed information on costs, overhead and profit for the Deleted Work is explicitly assigned in the Schedule of Values, as derived from the cost, bidding and/or estimating information that formed the basis for the establishment of the values set forth in such Schedule of Values); or (ii) a reasonable estimate of the value (based on savings of Allowable Costs only) of the Deleted Work (exclusive of any markups for overhead or profit) as of the Final Proposal Submission Date plus (b) a credit for any indirect (i.e., corporate, home office and general administrative) overhead and profit by Design-Builder and its Subcontractors or Subconsultants, of every Tier, on the Deleted Work sufficient to ensure that the amount retained by Design-Builder or any Subcontractor or Subconsultant for the Deleted Work does not exceed the amount of Allowable Markup that is permitted to be retained by each, respectively, pursuant to the calculations of applicable credits that result from the application of the Allowable Markups that are set forth in Paragraph 7.7.5, below. The foregoing credit to District shall be in addition to any other credit that may be due to District pursuant to Subparagraph 8.2.6.2, below, for Contract Adjustments shortening the Contract Time due to Deleted Work.

.2 **Changes Involving Time.** Contract Adjustments to the Contract Sum or Contract Time that are based on an extension of the Contract Time for Compensable Delay or a shortening of the Contract Time due to Deleted Work shall be calculated as stated in the provisions of the Design-Build Contract and Article 8, below, with no Allowable Markup thereon for Design-Builder or any Subcontractor or Subconsultant, of any Tier. Contract Adjustments that are based on an acceleration in performance of the Work that is ordered by District in writing to overcome a Compensable Delay for which the Design-Builder is entitled to an extension of the Contract Time that has been properly requested and is not granted by District due to a District decision to accelerate rather than extend the Contract Time shall be calculated as stated in the Article 8, below.

7.7.2. **Time and Materials Documentation.** Without limitation to any other provisions of the Contract Documents, Design-Builder’s right to reimbursement of Allowable Costs incurred by
Design-Builder or its Subcontractors or Subconsultants in the performance of a Compensable Change for which the Contract Adjustment is calculated pursuant to the time and materials method set forth in Subparagraph 7.7.1.1 (4), above, shall be conditioned on Design-Builder’s compliance with the following conditions with respect to documentation of the Extra Work that is involved in the performance of the Compensable Change:

.1 Labor. At the close of each Day on which such Extra Work is performed, Design-Builder shall submit to District’s Authorized Representative and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by District, that sets forth with respect to each and all of the actual hours spent in performance of the Extra Work on the Day that the Extra Work was performed the following: the names of the workers, their classifications, hours worked and hourly rates. Such forms shall include a written certification by Design-Builder’s project manager or superintendent at the time of submission that the information contained therein is complete and accurate.

.2 Materials, Equipment. At the close of each Day on which such Extra Work is performed, Design-Builder shall submit to District’s Authorized Representative and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by District, that sets forth with respect to each and all of the materials and equipment used or consumed in the performance of the Extra Work on the Day that the Extra Work was performed, the following: a list of the materials and equipment, prices or rates charged, in the case of equipment a description of the type of equipment, Identification number, and hours of operation (including loading and transportation), and copies of delivery tickets, invoices or other documentation confirmatory of the foregoing.

.3 Other Expenditures. At the close of each Day on which such Extra Work is performed, Design-Builder shall submit to District’s Authorized Representative and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by District, that sets forth a list of other expenditures constituting Allowable Costs incurred in performance of the Extra Work on the Day that the Extra Work was performed, along with documentation verifying the amounts thereof in such detail as District may require.

.4 Subsequent Documentation. Documentation not available on any Day that a portion of the Extra Work is performed shall be submitted as soon as they are available but not later than twenty-one (21) Days after the earlier of the Day of delivery or incorporation of the particular item of Extra Work at the Site.

.5 Subcontractor, Subconsultant Costs. Extra Work performed by Subcontractors and Subconsultants shall be performed on a time and materials basis and documented in the same manner as required of Design Builder under this Paragraph 7.7.2 and shall not, unless approved in writing by District’s Authorized Representative, be based on a lump sum or unit price; provided, however, that if Design-Builder has reason to believe that a lump sum or unit price for a Subcontractor’s or Subconsultant’s performance of all or a portion of Extra Work authorized by District to be performed by Design-Builder on a time and materials basis is available and Design-Builder has reason to believe such price is lower than the price that would be charged by the Subcontractor or Subconsultant on a time and materials basis, then Design Builder has an obligation to inform District’s Authorized Representative of that fact (along with provision to District of a complete itemized breakdown in the accordance with Subparagraph 7.6.2.3 (2), above) so as to afford District the opportunity to avail itself of such favorable pricing.

.6 Authentication. In addition to the foregoing, District may require that Design-Builder comply with other reasonable requirements pertaining to observation and verification of time and materials work and authentication of time and material tickets
and invoices by persons designated by District for such purpose.

.7 Waiver by Design-Builder. The failure of Design-Builder to submit authentication of costs in the manner required by this Paragraph 7.7.2 shall, if District elects in its reasonable discretion to treat it as such, constitute a waiver by Design-Builder of any right to a Contract Adjustment to the Contract Sum for the Allowable Costs incurred for performance of that portion of the Extra Work for which Design-Builder has failed to provide such authentication.

7.7.3. Allowable Costs. The term "Allowable Costs" means, and is limited to, the costs that are (1) listed in this Paragraph 7.7.3 and (2) not listed in Paragraph 7.7.4, below:

.1 Labor. Straight-time wages and, if specifically authorized by District in writing, for employees employed at the Site, including wages for employees of Subcontractors performing engineering or fabrication detailing at locations other that at the Site. The use of a labor classification which would increase the Allowable Costs for Extra Work will not be permitted unless Design-Builder establishes the necessity for the use of such labor classification. Overtime wages and salaries shall only constitute an Allowable Cost to the extent permitted by the Contract Documents and only as specifically authorized by District in writing setting forth the amount of overtime anticipated, which amount shall be deemed the maximum amount of overtime reimbursable as an Allowable Cost. As part of the Allowable Costs permitted by this Subparagraph 7.7.3.1, Design-Builder shall be entitled to be reimbursed wages paid to a "time and materials clerk" employed by Design-Builder to track and document Compensable Changes that are authorized or permitted to be performed on a time and materials basis pursuant to Subparagraph 7.7.1.1 (4), above, provided that the time expended by such employee is verified by contemporaneously maintained time sheets maintained by such clerk showing the actual time spent tracking and documenting the performance of Compensable Changes separately from other tasks or functions performed by such clerk.

.2 Benefits. To the extent based on wages reimbursable under Subparagraph 7.7.3.1, above, net actual employer costs of payroll taxes (FICA, Medicare, SUTA, FUTA), insurance (as adjusted for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, or the like), health and welfare, pension, vacation, apprenticeship funds and benefits required by the Project Stabilization Agreement, the District’s Labor Compliance Program or lawful collective bargaining agreements.

.3 Materials. Costs of materials used or consumed in the Work at a price that is competitive to the price charged for similar materials delivered within the general vicinity of the Site by other subcontractors, suppliers, manufacturers and distributors. The cost for any such item that is not new shall mean "fair market value" based on the estimated price a reasonable purchaser would pay to purchase the used material at the time it was used or consumed for the Work, which fair market value must be declared by Design-Builder and approved by District prior to such use or consumption.

.4 Taxes. Sales taxes on the costs of the materials described in Subparagraph 7.7.3.3, above, and a prorated portion of Los Angeles City gross receipts taxes payable by Design-Builder (not Subcontractors or Subconsultants) that is allocable to the value of the Extra Work or Deleted Work involved.

.5 Equipment Rental. Rental charges for necessary machinery and equipment, exclusive of hand tools, whether rented from Design-Builder or others. No charge shall be allowed or credit required for items which have a replacement value of One Hundred
Dollars ($100) or less. The allowable rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental. If equipment used for Extra Work is used intermittently and, when not in use, could be returned to its rental source at less expense to District than holding it at the Site, it shall be returned, unless Design Builder elects to keep it at the Site at no expense to District. Under no circumstances shall the aggregate rentals chargeable for any item of equipment exceed the following percentages of the fair market value of the item at the time of its first use for the Work, which fair market value must be declared by Design Builder and approved by District prior to the first use of such item in or for the Work: (1) if the item is owned by the Design-Builder or any company affiliated with Design-Builder, the aggregate rentals shall not exceed 75% of such fair market value; and (2) if the item is not owned by the Design-Builder or any company affiliated with Design-Builder, the aggregate rentals shall not exceed 100% of such fair market value. All equipment shall be acceptable to District, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer’s ratings and manufacturer’s approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The cost of major repairs or overhaul of rented equipment or machinery shall be deemed a cost of business of the lessor of such equipment or machinery and shall not be reimbursable as an Allowable Cost.

.6 Royalties, Permits. Costs of royalties and permits (except those for which Design-Builder is obligated to obtain at its own expense).

.7 Bonds. Costs of bonds required to be furnished by Design-Builder (not Subcontractors) under the terms of the Contract Documents; provided, however, that such additional costs chargeable for Extra Work or credited for Deleted Work shall not exceed two percent (2%) of the costs described in Subparagraphs 7.7.3.1 through 7.7.3.6, above.

.8 Additional Design Services. Fees and related costs added or saved related to the performance of architectural, engineering or other professional services (other than professional services required to correct, or due in whole or in part to, conditions in the Design Documents prepared by Design-Builder or its Subconsultants constituting errors, omissions, conflicts, ambiguities, violations of Applicable Laws or failure to comply with the requirements of the Contract Documents); provided, however, that: (1) fees for services performed on an hourly basis shall not exceed those hourly rates submitted by design professionals in the proposal; (2) hourly services shall be charged based on actual costs to the Design-Builder and Subconsultant without any increase or surcharge by Design-Builder or by any Subconsultant, for mark ups or multipliers applied to direct personnel expenses (all of which shall be deemed covered by the Allowable Markups); and (3) reimbursement of out-of-pocket costs or expenses limited to such reimbursables and such amounts as are reasonable and customarily charged by the Subconsultant to its public sector clients, without any increase or surcharge, at any Tier of Subconsultant, for mark ups or multipliers.

7.7.4. Costs Not Allowed. Allowable Costs shall not include any of the costs associated with any of the following:

.1 superintendent(s);
.2 assistant superintendent(s);
.3 project engineer(s);
.4 project manager(s);
.5 scheduler(s);
.6 estimator(s);
.7 drafting or detailing (except as otherwise permitted by Paragraph 7.7.3.1, above);
.8 vehicles not dedicated solely to the performance of the Work;
.9 small tools with a replacement value not exceeding One Hundred Dollars ($100);
.10 office expenses, including staff, materials and supplies;
.11 on-Site and off-Site trailer and storage rental and expenses;
.12 Site fencing not added solely due to the performance of Extra Work;
.13 utilities, including gas, electric, sewer, water, telephone, telefax and copier equipment;
.14 computer and data-processing personnel, equipment and software;
.15 federal, state or local business, income and franchise taxes;
.16 insurance (including, without limitation, general liability, automobile and worker's compensation);
.17 costs arising from or related to Delay, whether incurred by Design-Builder or a Subcontractor or Subconsultant, of any Tier; and
.18 costs and expenses of any kind or item not specifically and expressly included in Paragraph 7.7.3 above.

7.7.5. Allowable Markups. Allowable Markups consist of the percentages set forth in this Paragraph 7.7.5 that, except as otherwise stated in the Contract Documents, are to be used for purposes of computing Contract Adjustments to the Contract Sum by means of the pricing methods set forth in Subparagraphs 7.7.1.1 (1), (3) and (4), above. Allowable Markups include and are limited to the following:

.1 Self-Performed Work

(1) Compensable Change. With respect to all or that portion of a Compensable Change that is self-performed by Design Builder with approval of District, the Allowable Markup to Design Builder shall be fifteen percent (15%) which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by Design Builder in the self-performance of such Compensable Change or portion thereof, including, without limitation, Allowable Costs for materials or equipment purchased by Design Builder from a First Tier Subcontractor that is not an Installation Subcontractor.

.2 Subconsultants, Installation Subcontractors (First-Tier)

(1) Compensable Change. With respect to all or that portion of a Compensable Change that is performed by a first-Tier Subconsultant or Installation Subcontractor, the Allowable Markups to the first-Tier Subconsultant or Installation Subcontractor and the Design-Builder shall be as follows:

(a) The Allowable Markup to the first-Tier Subconsultant or Installation Subcontractor shall be fifteen percent (15%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by such first-Tier Subconsultant or Installation Subcontractor in the performance of such Compensable Change or portion thereof by such first-Tier Subconsultant or Installation Subcontractor.

(b) Allowable Markup to Design-Builder shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of the Allowable Costs incurred by such first-Tier Subconsultant or Installation Subcontractor and the
amount which results when the Allowable Markups thereon that are permitted pursuant to preceding Clause (a) of this Subparagraph 7.7.5.2 (1) are multiplied times such Allowable Costs.

.3 Subconsultants, Installation Subcontractors (Second-Tier)

(1) Compensable Change. With respect to all or that portion of a Compensable Change that is performed by a second-Tier Subconsultant or Installation Subcontractor, the Allowable Markups to such second-Tier Subconsultant or Installation Subcontractor, to the first-Tier Subconsultant or Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Subconsultant or Installation Subcontractor and to the Design-Builder, shall be as follows:

(a) The Allowable Markup to the second-Tier Subconsultant or Installation Subcontractor shall be fifteen percent (15%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by such second-Tier Subconsultant or Installation Subcontractor in the performance of such Compensable Change or portion thereof by such second-Tier Subconsultant or Installation Subcontractor.

(b) The Allowable Markup to the first-Tier Subconsultant or Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Subconsultant or Installation Subcontractor shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of the Allowable Costs incurred by such second-Tier Subconsultant or Installation Subcontractor and the amount which results when the Allowable Markups that are permitted pursuant to preceding Clause (a) of this Subparagraph 7.7.5.3 (1) are multiplied times such Allowable Costs.

(c) The Allowable Markup to Design-Builder shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of the Allowable Costs incurred by the first- and second-Tier Subconsultants or Installation Subcontractors and the amounts which result when the Allowable Markups thereon that are permitted pursuant to Clauses (a) and (b) of this Subparagraph 7.7.5.3 (1) are multiplied times such Allowable Costs.

.4 Other Subconsultants, Subcontractors.

(1) Compensable Changes: With respect to a Subconsultant below the second-Tier or a Subcontractor, of any Tier, performing all or a portion of a Compensable Change who is not an Installation Subcontractor or who is an Installation Subcontractor below the second-Tier, the following shall apply:

(a) No markup shall be allowed to such other Subconsultant or Subcontractor.

(b) The Subcontractor or Subconsultant that is positioned in the Tier immediately above such other Subcontractor Subconsultant shall be entitled to an Allowable Markup of fifteen percent (15%) upon the Allowable Costs of such other Subcontractor or Subconsultant.
(c) Except as permitted by preceding Clause (b) of this Subparagraph 7.7.5.4 (1), above, no other Allowable Markup by any Subcontractor or Subconsultant of any Tier above such other Subcontractor or Subconsultant shall be permitted.

(d) Design-Builder shall be entitled to an Allowable Markup of five percent (5%) upon the sum of (i) the Allowable Costs of such other Subcontractor or Subconsultant and (ii) the amount which results when the Allowable Markup permitted by Clause (a) of this Subparagraph 7.7.5.4 (1), above, is multiplied times such Allowable Costs.

.5 Deleted Work. The amount Design-Builder shall credit District for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost. The amount Design-Builder shall credit District for any change of Work by Subconsultants or Subcontractors which results in a net decrease in cost will be the amount of the actual net decrease in costs plus a deduction in the Subconsultant or Subcontractor fee by an amount equal to five (5) percent of such net decrease.

7.7.6 Review of Markups. It is Design-Builder’s responsibility to review information submitted by Subcontractors and Subconsultants to ensure that all markups comply with the requirements of the Contract Documents. Payment by the District of markups that exceed Allowable Markups shall not be considered as a waiver by District of the right to require repayment by Design-Builder of any markup charged that is in excess of Allowable Markups and such excess amounts shall be promptly paid by Design-Builder to District.

7.7.7. Exclusions and Limitations. Neither Design-Builder nor any Subcontractor or Subconsultant, of any Tier, is entitled as part of a Contract Adjustment to an Allowable Markup or any other markup or multiplier of any kind, on:

.1 agreed unit prices;
.2 District Furnished Materials;
.3 compensation payable pursuant to Article 4 of the Design-Build Contract for Compensable Delay; or
.4 any Allowable Cost or other compensation or cost with respect to which the Contract Documents state that there shall be "no Allowable Markup", "no markup for overhead and profit" or words of similar meaning.

7.7.8 Net Allowable Costs. If any one Change or collection of Changes in the same or related portions of the Work, or in multiple portions of Work covered by a single bulletin or instruction by District, District's Authorized Representative or a District Consultant, involves both additive adjustments (for Compensable Change or Compensable Delay) and deductive adjustments (for Deleted Work), then the computation of the Allowable Costs added or credited for purposes of calculating and applying Allowable Markups shall be based on the net difference.

7.7.9. Unit Prices. Unless otherwise stated in the Contract Documents, unit prices stated in the Contract Documents or subsequently agreed upon by District and Design-Builder shall be deemed to include and encompass all costs of performance, overhead and profit, including, without limitation, all Allowable Costs and Allowable Markups. If the unit price stated in the Contract Documents is based on an estimated quantity established by District in the Design-Build Contract and the actual quantity of such unit-priced item varies by more than 25% above or below the estimated quantity, an equitable adjustment in the Contract Sum, shall be made upon demand of either District or Design-Builder. Such equitable adjustment shall be based solely upon any increase or decrease in Allowable Costs (without any Allowable Markups), due solely to the
variation above 125% or below 75% of the estimated quantity.

7.7.10. Discounts. For purposes of determining Allowable Costs of a Compensable Change, all trade discounts, rebates, refunds, and returns from the sale of surplus materials and equipment shall accrue and be credited to District, and Design-Build shall take all necessary steps to ensure that such discounts, rebates, refunds and returns are secured.

7.7.11. Prompt Pricing. It is fundamental to the District's objective of controlling costs that performance of Compensable Changes on a time and materials basis of compensation and without a not-to-exceed price be curtailed. Design-Build recognizes that prompt pricing by Design-Build is critical to this objective. Accordingly, in addition to and without limitation on any of the District's other rights or remedies, including, without limitation, its right to enforce a waiver under Subparagraph 7.6.2.4, above, it is agreed that if Design-Build fails to timely submit a complete Change Order Request in accordance with Paragraph 7.6.2, above, with respect to any circumstance, event or occurrence constituting a Compensable Change: (1) any Delay to the performance of the Work associated with the performance, delayed performance or nonperformance of such Compensable Change shall be conclusively deemed to be an Unexcused Delay; and (2) the District shall have the option, exercised in its sole discretion, to unilaterally fix and determine the amount of the Contract Adjustment to the Contract Sum for such Compensable Change based on the "estimating guide" method set forth in Subparagraph 7.7.1.1 (3), above, which determination shall be conclusively final and binding upon Design-Build.

7.7.12. Final Payment. No Claim by Design-Build for adjustment to the Contract Sum shall be allowed if asserted after Final Payment.

7.7.13. Full Resolution. Except as otherwise stated in Paragraph 7.7.14, below, the signing of a Change Order by Design-Build and the District shall be conclusively deemed to be a full resolution, settlement and accord and satisfaction with respect to any and all Loss and Delay related to the subject matter of the Change Order including, without limitation, all rights to recovery of costs, expenses or damages for delay, disruption, hindrance, interference, extended or extraordinary (direct and Indirect) overhead, multiplicity of changes, loss of productivity, labor, wage or material cost escalations, inefficiency, legal expenses, consultant costs, interest, lost profits or revenue, bond and insurance costs, changes in taxes and other similar and related Losses. The foregoing provisions of this Paragraph 7.7.13 shall, whether or not they are expressly stated or referenced on the face of a Change Order, be deemed to be part of the terms of the Change Order and shall be deemed to supersede and govern over any other provision contained in any proposal, estimate or other documents attached to or referenced in such Change Order that conflicts with the provisions of this Paragraph 7.7.13.

7.7.14. Reserved Rights. Change Orders shall be executed by Design-Build without any express reservation of rights by Design-Build to reserve for the future the assertion of any right of recovery from the District for Loss or Delay arising out of or relating to the subject matter of the Change Order. Execution of a Change Order or Unilateral Change Order shall not be interpreted as a waiver, release or settlement of any rights or claims that the District may have for any of the following: (1) Defective Work; (2) liquidated damages or actual Losses for Delay; or (3) recoupment by District (by way of withholding of funds, set off or recovery from Design-Build) of amounts paid by District for costs or markups on costs that the District discovers, following payment of such amounts to Design-Build, do not constitute proper charges to District, or that constitute charges that are not properly substantiated, under the terms of the Contract Documents.

7.7.15. No "Total Cost" Calculations. Design-Build represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that, if required, will reflect the actual costs of the Work incurred or avoided for multiple items of Compensable
Change and, on an event-by-event basis, the effect of multiple and concurrently occurring or caused Compensable Delays on the progress of the Work. Accordingly, Design-Builder agrees that all Change Order Requests and Claims shall be itemized in a manner that, with reasonable mathematical certainty and without reliance upon probabilities or inferences, segregates on a discrete, event-by-event basis the direct, actual Allowable Costs associated with each individual Compensable Change or Compensable Delay. Unless otherwise agreed to by District in writing in the exercise of its sole discretion, Change Order Requests and Claims shall not be based, in whole or in part, upon any methodology (such as “total cost” or “modified total cost” methodologies) that purports to establish Design-Builder’s entitlement to additional compensation inferentially based, solely or principally, on the difference between Design-Builder’s total costs for the Work or a portion of the Work and its original estimate of costs for performance of the Work.

7.7.16. Multiple Changes. The District reserves the absolute right to make whatever Changes, including, without limitation, Compensable Changes or Deleted Work, that it determines, in its sole discretion, are necessary or otherwise desirable. Under no circumstances shall the individual or cumulative number, value or scope of such Changes, or their individual and cumulative impact on the Work, become a basis for Design Builder to assert any claim for breach of contract, abandonment, rescission, termination, cardinal change or reformation of the Design-Build Contract, nor shall such circumstances be the basis for Design-Builder, or any of the Subcontractors or Subconsultants, of any Tier, to assert a right of recovery of any Loss if such right is not permitted by, or is in excess of that allowed under, the Contract Documents.

7.7.17. Continuous Performance. No dispute or disagreement with respect to any Changes or Delay, including, without limitation, disputes over Design-Builder’s right to or the terms of a Contract Adjustment, shall relieve or excuse Design-Builder from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Changes.

7.8. ALLOWANCES

7.8.1. Contract Sum. Design-Builder shall include in the Contract Sum all Allowances that are required to be included in the Work under the terms of the RFP Documents.

7.8.2. Selection by District. Items covered by Allowances shall be supplied for such amounts and by such persons or entities as Districts Authorized Representative may direct. Subject to Paragraph 2.1.3, above, selections that are required to be made by District under an Allowance shall be done promptly by District to avoid Delay in the Work.

7.8.3. Contract Adjustments.

1 Costs Included in Allowance. Unless otherwise stated in the Allowance: (1) “materials only” Allowances shall be deemed to include all costs and markups by Subcontractors for the materials only, complete and delivered at the Site, inclusive of all required taxes and less applicable trade discounts; and (2) “materials and labor” Allowances shall be deemed to include all costs and markups by Subcontractors and Subconsultants for all labor, equipment, materials and other services and work required to be expended by Subcontractors and Subconsultants to perform the Work covered by the Allowance, inclusive of all required taxes and less applicable trade discounts.

2 Adjustment to Contract Sum. Whenever the Allowable Costs plus Allowable Markups thereon to perform Work covered by an Allowance are more or less than the stated amount of the Allowance, the Contract Sum shall be adjusted (increased or decreased) pursuant to a Change Order or Unilateral Change Order by the amount of such difference.

3 Documentation. A request by Design-Builder for a Contract Adjustment pursuant to this Section 7.8 shall be accompanied by documentation of the actual Allowable Costs
and Allowable Markups incurred and charged for the performance of the entire body of Work covered by the Allowance, in a form sufficient to demonstrate to Districts Authorized Representative’s reasonable satisfaction the amount of the Contract Adjustment to which Design-Build is entitled under the terms of this Section 7.8.

7.9 EMERGENCIES

7.9.1 In any emergency affecting the safety of persons and/or property, Design-Build shall immediately notify District’s Authorized Representative and shall act at District’s direction or as otherwise reasonably necessary to prevent threatened damage, injury or loss. Any change in the Contract Sum and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 7. Design-Build shall not be entitled to any adjustment to the extent the emergency was caused in whole or in part by Design-Build or its Subcontractors or anyone for whom Design-Build is responsible.

ARTICLE 8 CONTRACT TIME

8.1 COMMENCEMENT AND COMPLETION

8.1.1. Date of Commencement. The Date of Commencement of Design and Date of Commencement of Construction shall not be postponed by the failure of Design-Build or of persons or entities for whom Design-Build is responsible to perform an obligation. Design-Build shall not knowingly, except by agreement or instruction of the District In writing, commence any Work prior to receipt of a Notice to Proceed with Design. Design-Build shall not commence any Work at the Site prior to its obtaining the insurance required by Section 11.1 below. No construction shall begin until after Notice to Proceed with Construction which shall not be issued until Design-Build has obtained the Performance Bond and Payment Bond required by Section 11.4 below and until all other requirements set forth in the Contract Documents have been met, including without limitation, Adoption of the Environmental Impact Report and approval of the Project by the Board of Education and receipt of written approval of the required plans from DSA. The Date of Commencement of Design and Date of Commencement of Construction shall not be changed by the effective date of such insurance or bonds.

8.1.2. Contract Time. Design-Build shall proceed expeditiously with adequate forces and shall achieve completion of the Final Construction Documents, Substantial Completion and Final Completion within the Contract Time, as adjusted for extensions of time duly permitted, authorized and noticed pursuant to Section 8.2, below.

8.1.3. Adjustments to Contract Time. Subject to the limitations set forth in this Article 8 and elsewhere in the Contract Documents, the Contract Time shall be extended for Compensable Delays and Excusable Delays and shall, where appropriate, be shortened for Deleted Work.

8.1.4. Early Completion. Nothing stated in these General Conditions or elsewhere in the Contract Documents shall be interpreted as creating any contractual right, express or implied, on the part of Design-Build to finish the Work, ‐, or any portion of the Work, earlier than the Contract Time. Design Builder has included in its Contract Sum the costs of all Design-Build's and its Subcontractors' and Subconsultants' direct and indirect overhead, including but not limited to all staff, temporary facilities, temporary utilities and home office overhead for the entire duration of the Contract Time ‐. The above costs have been included in the Contract Sum notwithstanding Design Builder's anticipation of possibly completing the Work in fewer Days than established by the Contract Time. Under no circumstances (including, without limitation, circumstances in which the District has approved in writing of Design-Build completing early) shall the District be liable to Design-Build for any Losses, of any kind, due to the inability of Design-Build to complete any Work earlier than the Contract Time for such Work, regardless of the cause, including, without limitation, Delays due to acts or omissions (intentional or negligent)
of the District, District’s Authorized Representative, Inspectors of Record, District Consultants, Separate Contractors or others. If the Design-Builder anticipates completing the Work early, it must obtain in advance District’s approval in writing of such early completion. Approval by District of such early completion may be granted or withheld in the District’s sole and absolute discretion. If such approval is granted, it shall not entitle District to an adjustment or advancement of the schedule for Progress Payments or Final Payment and Design-Builder's right to payment of Final Payment shall, notwithstanding the provisions of Public Contract Code 7107, not occur until sixty (60) Days after the expiration of the Contract Time for Final Completion.

8.2. DELAYS AND EXTENSIONS OF TIME

8.2.1. Adjustments to Contract Time.

.1 Extensions. Provided that Design-Builder has complied with the provisions of this Section 8.2 (including, without limitation, the requirements pertaining to timely delivery of a Notice of Delay and Request for Extension), if, as a result of Excusable Delay or Compensable Delay to the actual, as-built critical path of activities leading to achievement of Substantial Completion, Design-Builder is unable to achieve Substantial Completion within the Contract Time for Substantial Completion, then the Contract Time for completion of Final Construction Documents and/or Substantial Completion shall be extended, either by Change Order or Unilateral Change Order, for the length of the proven, resulting Delay to Design-Builder’s ability to complete the Final Construction Documents and/or Substantially Complete within the Contract Time. The Contract Time shall not be adjusted for Unexcused Delays.

.2 Shortening. Design-Builder shall within ten (10) Days after receiving notice of Deleted Work prepare and deliver to District a Time Impact Analysis of the impact of the Deleted Work upon the critical path to determine if the Contract Time should be shortened thereby and if so the duration of the shortening. If the District and Design-Builder are unable to agree upon the duration of the shortening of the Contract Time, then District shall make a Good Faith Determination of the reasonable amount of time that the Contract Time shall be shortened on account of such Deleted Work.

.3 Prescribed Calculation

(1) Work Day lost Calculations. Design-Builder may claim an Excusable Delay or a Compensable Delay for a full Day only if all Work on a critical path activity is stopped for more than six (6) hours of a normal eight (8) hour Work Day and for a half-Day only if all Work on a critical path activity is stopped for three (3) to six (6) hours of such a normal Work Day. No Excusable Delay or Compensable Delay may be claimed if all Work on a critical path activity is stopped for less than three (3) hours of such a normal work Day. Similarly, where Deleted Work results in the projected avoidance of the need to perform more than six (6), or between three (3) and six (6) hours of all Work on a critical path activity on such a normal work day, the Contract Time shall be contracted by a full Day or half Day, respectively.

(2) Dry Out Time Calculations. Contract Adjustments to the Contract Time that are based upon unusual precipitation that is an Act of God as defined in Paragraph 1.1.4, above, shall include, in addition to the number of Days of Excusable Delay to which Design-Builder is entitled due to a cessation of Work that occurs at the Site while the unusual precipitation is occurring, an additional extension for the Delay to the critical path of activities affecting Substantial Completion that is the result of Design-Builder being unable, after cessation of the unusual precipitation at the Site, to proceed with performance of Work due to wet or muddy conditions at the Site (hereinafter referred to as "dry out" time);
provided, however, that the amount of dry out time for which Design-Builder is entitled to an extension of time in any given calendar month shall not exceed the number of Days that is the product derived by multiplying (a) the number of Days of Excusable Delay to which Design-Builder is entitled due to a cessation of Work that occurs at the Site while such unusual precipitation is occurring, by (b) a fraction, the (i) numerator of which is the number of Days of Excusable Delay due to measurable unusual precipitation occurring at the Site during such calendar month that constitutes an Act of God as defined in Paragraph 1.1.4, above, and (ii) the denominator of which is the total number of Days of measurable precipitation occurring at the Site during said calendar month (including both the number of Days comprising the normal, 10-year monthly average of measurable precipitation recorded by NOAA and the excess, or unusual precipitation that constitutes an Act of God as defined in Paragraph 1.1.4, above).

8.2.2 Notice of Delay.

.1 Submission. Design-Builder shall submit written Notice of Delay to District’s Authorized Representative if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes an Excusable Delay or Compensable Delay or other matter that may involve or require a Contract Adjustment extending the Contract Time. Such notice shall be provided prior to performance of the Work affected or involved and no later than seven (7) Days after the Discovery Date of such circumstance.

.2 Form. Notices of Delay shall be provided using forms furnished by District’s Authorized Representative or, if requested by District’s Authorized Representative, using forms furnished by Design-Builder that are approved by District’s Authorized Representative. Failure by District’s Authorized Representative to request or approve a particular form shall not relieve Design-Builder of Its obligation to provide Notice of Delay in a written form that complies with the requirements of this Paragraph 8.2.2.

.3 Content. Each Notice of Delay in order to be considered complete shall include:

(1) a general statement of the circumstances giving rise to the Notice of Delay (including, without limitation, identification of any related Design Build Directive);

(2) a Reasonable Order of Magnitude Estimate by Design-Builder of any related Contract Adjustments extending the Contract Time; and

(3) if such circumstances involve a right to a Contract Adjustment to the Contract Sum for Compensable Change that has not been waived by Design-Builder, Design-Builder shall include, if not previously provided, a complete and timely Notice of Change.

.4 Waiver by Design-Builder.

FAILURE BY DESIGN-BUILDER TO PROVIDE A COMPLETE AND TIMELY NOTICE OF DELAY UNDER CIRCUMSTANCES WHERE A NOTICE OF DELAY INVOLVING A DELAY IS REQUIRED BY THIS PARAGRAPH 8.2.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7, ABOVE, CONSTITUTE A WAIVER BY DESIGN-BUILDER OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOUERCE OR RECOVERY BY REASON OR RELATED TO SUCH DELAY BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

.5 Adjustments Shortening Time. Failure by Design-Builder to submit a timely or proper Notice of Delay under circumstances in which a Notice of Delay is required shall
in no way affect District’s right to a Contract Adjustment shortening the Contract Time on account of such circumstances

8.2.3. **Request for Extension.**

.1 **Submission.** With respect to any matter that may involve or require an adjustment extending the Contract Time, Design-Build shall, within fourteen (14) Days after receipt by District’s Authorized Representative of a Notice of Delay pursuant to Paragraph 8.2.2, above, submit to District a written Request for Extension.

.2 **Form.** Requests for Extension shall be provided using forms furnished by District’s Authorized Representative or, if requested by District’s Authorized Representative, using forms furnished by Design-Build that are approved by District’s Authorized Representative. Failure by District’s Authorized Representative to request or approve a particular form shall not relieve Design-Build of its obligation to provide Requests for Extension in a written form that complies with the requirements of this Paragraph 8.2.3.

.3 **Content.** Each Request for Extension in order to be considered complete shall include:

1. a detailed description of the circumstances giving rise to the request for Contract Adjustment to the Contract Time and a Time Impact Analysis (a Request for Extension that seeks an extension for more than one Delay shall be supported by a separate Time Impact Analysis for each separate Delay); and
2. if such circumstances involve a right to a Contract Adjustment of the Contract Sum on account of Compensable Change that has not been waived by Design-Build, Design-Build shall include, if not previously provided, a complete and timely Change Order Request.

.4 **Waiver by Design-Build.**

FAILURE BY DESIGN-BUILD TO PROVIDE A COMPLETE AND TIMELY REQUEST FOR EXTENSION UNDER CIRCUMSTANCES WHERE A NOTICE OF CHANGE INVOLVING A DELAY IS REQUIRED BY THIS PARAGRAPH 8.2.3 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7, ABOVE, CONSTITUTE A WAIVER BY DESIGN-BUILD OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER REcourse OR RECOVERY BY REASON OR RELATED TO SUCH DELAY BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE AVAILABLE UNDER APPLICABLE LAWS.

.5 **Adjustments Shortening Time.** Failure by Design-Build to submit a timely or proper Request for Extension under circumstances in which a Request for Extension is required shall in no way affect District’s right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

8.2.4. **Response by District.** After receipt of a timely and complete Request for Extension, District shall investigate the facts concerning the cause and extent of such Delay and, depending on whether the Request for Extension is justified, will notify Design-Build, either directly or through the District’s Authorized Representative, of its approval or disapproval of all or a portion of Design-Build’s request. Extensions of time approved by District shall apply only to that portion of the Work affected by the Delay, and shall not apply to other portions of Work not so affected.

8.2.5. **Formal Notice of Essence.** Design-Build recognizes and acknowledges that timely submission of a formal Notice of Delay and a formal Request for Extension, whether or not the circumstances of a Delay may be known to District or available to District through other means, are not mere formalities but are of crucial importance to the ability of District to promptly identify,
prioritize, evaluate and mitigate the potential effects of Delay. Any forms of informal notice, whether verbal or written (including, without limitation, statements at regular job meetings or entries in monthly reports, daily logs, job meeting minutes, updated Design-Build Schedules or look-ahead schedules), that do not strictly comply with the formal requirements of Paragraph 8.2.2, above, and Paragraph 8.2.3, above, shall accordingly be deemed insufficient to satisfy the notice requirements of this Article 8.

8.2.6. Adjustments to Contract Sum.

.1 Compensable Delay. Contract Adjustments to the Contract Sum for a Compensable Delay that involve an extension of the Contract Time shall be based, without duplication to any other Contract Adjustments to the Contract Sum, on the terms of Article 4 of the Design-Build Contract. Contract Adjustments to the Contract Sum for Compensable Delay that involve an acceleration of performance to overcome a Compensable Delay for which the Design-Builder is entitled to an extension of the Contract Time that has been properly requested and is not granted by District due to a District decision pursuant to Subparagraph 8.2.7.3, below, to accelerate rather than extend the Contract Time, shall be calculated, without duplication to any other Contract Adjustments to the Contract Sum, in accordance with the terms of Subparagraph 8.2.7.3, below. Design-Builder agrees to accept the Contract Adjustments provided for in the aforementioned provisions as its sole and exclusive compensation for Compensable Delay and acceleration to overcome Compensable Delay, in lieu of any other right that may exist under Applicable Laws for recovery of Losses, whether incurred by Design-Builder or its Subcontractors and Subconsultants, of any Tier.

.2 Deleted Work. A credit shall be given to District reducing the Contract Sum due to Deleted Work that results in a shortening of the Contract Time. Such reduction in the Contract Sum shall be effected by means of a Contract Adjustment that is based on the product derived from multiplying (1) the number of Days that the Contract Time is shortened by (2) the amount of liquidated damages set forth in Article 4 of the Design-Build Contract, without any additional credit to District for Allowable Markups or, if no liquidated damages in favor of Design-Builder are specified in the Design-Build Contract, the such adjustment shall be based on any method reasonable under the circumstances.

8.2.7. Acceleration of the Work.

.1 Due to Unexcused Delay. If District makes a Good Faith Determination that Design-Builder's progress in performance of the Work will not achieve Substantial Completion of the Work within the Contract Time as adjusted pursuant to Paragraph 8.2.1, above, then Design-Builder shall, following receipt of a written request by District’s Authorized Representative to accelerate, immediately respond in writing setting forth a detailed plan for accelerating the Work. All measures necessary, including working overtime, additional shifts, Saturdays, Sundays and holidays, to accelerate performance to ensure that the Work is performed within the Contract Time shall be taken by Design-Builder and the cost thereof shall be paid for by Design-Builder at Design-Builder's Own Expense. District may also take all other necessary measures to ensure no further Delays affect achievement of Substantial Completion and Final Completion of the Work within the Contract Time and the Design-Builder shall reimburse District, or District may withhold from payment due to Design-Builder, for Losses incurred by District in taking such measures.

.2 Due to Excusable Delay. Design-Builder shall have the right, exercised in its sole discretion, to accelerate performance of any portion of the Work to overcome time lost due to Excusable Delay. Such acceleration, if performed other than at the written
direction of District, shall be deemed a voluntary acceleration and the cost of such accelerated performance shall paid for by Design-Builder at Design-Builder's Own Expense. Alternatively, if District's Authorized Representative directs in writing that the Work be accelerated to overcome an Excusable Delay that is not concurrent with an Unexcused Delay, then Design-Builder shall be entitled to a Contract Adjustment to the Contract Sum for such acceleration on and subject to the same terms as provided for in Subparagraph 8.2.7.3, below, in the case of an acceleration to overcome a Compensable Delay.

.3 **Due to Compensable Delay.** District shall have the right, exercised in its sole and absolute discretion, in lieu of granting a Contract Adjustment to the Contract Time for Compensable Delay, to direct in writing the acceleration of any portion of the Work by Design-Builder in order to recapture time lost due to such Compensable Delay. The District and Design-Builder shall endeavor prior to commencement of such acceleration to mutually agree upon the amount of compensation to be paid therefore. District shall have the right, in the absence of such an agreement, to direct in writing that Design-Builder accelerate. Design Builder shall comply with such directive. Design-Builder's right to a Contract Adjustment to the Contract Sum on account of such acceleration shall be limited to (1) the premium time portion of any overtime paid for labor provided by Design-Builder or any Subcontractor or Subconsultant, plus (2) additional supervision costs for additional shifts of supervision provided at the Site by Design-Builder only (not by Subcontractors or Subconsultants), plus (3) Allowable Markup thereon as provided in Paragraph 7.7.5, above. Except as directed by District in the manner stated in this Subparagraph 8.2.7.3, no statements, conduct or actions by District or District's Authorized Representative will be construed as creating an obligation on the part of District to agree to a Contract Adjustment to the Contract Sum on account of any cost of overtime or other costs associated with an acceleration of the Work to recapture time lost due to Compensable Delay.

**8.2.8. Concurrent Delays.** For purposes of the calculations provided for in this Paragraph 8.2.8, the term "Concurrent Delay" means the portion of two or more Delays affecting the critical path to Substantial Completion that are overlapping or co-existent. Design-Builder's right to a Contract Adjustment of the Contract Time (pursuant to Subparagraphs 8.2.8.1, 8.2.8.2 and 8.2.8.3, below) and Contract Sum (pursuant to Subparagraphs 8.2.8.4, 8.2.8.5 and 8.2.8.6, below) shall, in the case of concurrent Delays, be calculated in accordance with the following:

.1 If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of Days from the commencement of the first Delay to the cessation of the Delay which ends last.

.2 If an Unexcused Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which such Excusable Delay or Compensable Delay exceeds the number of Days of such Unexcused Delay.

.3 If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which such Excusable Delay and Compensable Delay, as determined pursuant to Subparagraph 8.2.8.1, above, exceeds the number of Days of such Unexcused Delay.

.4 If an Unexcused Delay occurs concurrently with a Compensable Delay, the maximum period of time for which Design-Builder shall be entitled to a Contract Adjustment to the Contract Sum in accordance with Article 4 of the Design-Build Contract...
shall be the number of Days, if any, by which such Compensable Delay exceeds the
number of Days of such Unexcused Delay.

.5 If a Compensable Delay occurs concurrently with an Excusable Delay, the
maximum period of time for which Design-Builder shall be entitled to a Contract
Adjustment to the Contract Sum in accordance with Article 4 of the Design-Build Contract
shall be the number of Days, if any, by which such Compensable Delay exceeds the
number of Days of such Excusable Delay.

.6 If an Unexcused Delay occurs concurrently with both an Excusable Delay and a
Compensable Delay, the maximum period of time for which Design-Builder shall be
entitled to a Contract Adjustment to the Contract Sum in accordance with Article 4 of the
Design-Build Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Unexcused Delay.

8.2.9 Delay Claims. Claims by Design-Builder relating to disputed Contract Adjustments due to
Delay shall be made in accordance with applicable provisions of Section 4.4, above.

8.2.10 Exercise of District Rights. Notwithstanding any other provision of the Contract
Documents to the contrary, District’s exercise in accordance with the Contract Documents of any
of its rights or remedies permitted by Applicable Laws or the Contract Documents in response to
a failure by Design-Builder or any Subcontractor or Subconsultant to comply with the Contract
Documents shall not, under any circumstances, entitle Design-Builder to a Contract Adjustment.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1. PAYMENTS BY DISTRICT

9.1.1. Time for Payment. Subject to the rights of withholding and nullification as set forth
elsewhere in this Article 9, the District shall make payment of undisputed sums due to Design-
Builder upon Applications for Payment within thirty (30) Days after receipt of an Application for
Payment that has been properly prepared and timely submitted by the Design-Builder in
accordance with the Contract Documents and for which a Certification for Payment had been
issued by the District’s Authorized Representative approving of such payment.

9.1.2. Not Acceptance. No payment for or approval, inspection or use of the work by District
or by any person or entity acting on District’s behalf shall constitute acceptance of Work that is
not in accordance with the Contract Documents or a waiver of any of District’s rights under the
Contract Documents.

9.1.3. Interest. If District fails to make payment of an undisputed sum due as a Progress
Payment to the Design-Builder as required by this Article 9, District shall pay interest to the
Design-Builder equivalent to the legal rate set forth in subdivision (a) of California Code of Civil
Procedure §685.010. The number of Days available to the District to make payment without
incurring such interest shall be reduced by the number of Days by which the District exceeds the
seven (7) Day response time applicable to the District set forth in Section 9.5, below.

9.1.4. Disputed Payments. No good faith dispute or disagreement between District and Design-
Builder with respect to the amount of any payment claimed due by Design-Builder shall relieve or
cut off Design Builder from the obligation to proceed with and maintain continuous, expeditious
and uninterrupted performance of the Work.

9.2. APPLICATIONS FOR PAYMENT

9.2.1. Submission by Design-Builder. Applications for Payment requesting Progress Payment
shall be properly prepared and submitted by Design-Builder to the District once a month on the
first (1st) Day of the month. If the first (1st) Day of the month is a weekend or Holiday, the
Application for Payment shall be submitted on the next working day.

9.2.2. Period of Application. The period covered by each such Application for Payment

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requesting Progress Payment shall be one calendar month ending on the last day of the month immediately preceding the month in which such Application for Payment is submitted.

9.2.3. **Schedule of Values.** Each Application for Payment shall be accompanied by a Schedule of Values prepared and submitted in accordance with the requirements of the Contract Documents, including, without limitation, the provisions of Section 9.3, below.

9.2.4. **Changes in Work.** Applications for Payment may include requests for payment on account of Compensable Changes in the Work which have been properly authorized by Change Order or Unilateral Change Order.

9.2.5. **Progress Payments.** Applications for Payment requesting Progress Payments shall be based on amounts calculated in accordance with the provisions of Section 9.4, below.

9.2.6. **Percentage Completion.** Applications for Payment requesting Progress Payments shall indicate the Design-Builders estimate of the percentage of completion of each line item listed in the Schedule of Values as of the end of the period covered by the Application for Payment.

9.2.7. **Disagreements.** In the event of a disagreement between District and Design-Builders over the accuracy or reasonableness of the Design-Builders statement of percentage progress achieved in the Application for Payment, the District shall make a Good Faith Determination of the percentage, which percentage shall then be inserted by Design-Builders in the Application for Payment and the Application for Payment submitted, or resubmitted, incorporating such revision.

9.2.8. **Substantial Completion.** For the sole purpose of the percentage calculation set forth in Paragraph 9.2.6, above, and for no other purpose, the Work shall be deemed one hundred percent complete upon Substantial Completion and the amount released to Design-Builders shall, subject to Districts right to withhold pursuant to Section 9.6, below, be a sum sufficient to increase the total of Progress Payments to Design-Builders to ninety-five percent (95%) of the Contract Sum.

9.2.9. **Certification by Design-Builders.** Each Application for Payment that is submitted by Design-Builders shall be signed by Design-Builders with a certification by Design-Builders to District that: (1) the data comprising the Application for Payment is accurate and the Work as to each Element has progressed to the point indicated; (2) to the best of Design-Builders knowledge, information and belief, the Work is in accordance with the Contract Documents; (3) Design-Builders is entitled to payment in the amount certified; and (4) all sums previously applied for by Design-Builders on account of the Work performed by the Subcontractors and Subconsultants and that have been paid by District have been paid to the Subcontractors and Subconsultants performing such Work, without any retention, withholding or back charge by Design-Builders.

9.2.10. **Stored Materials.** District may, in the exercise of its sole and absolute discretion, approve or disapprove for inclusion in Design-Builders Application for Payment the cost of materials to be incorporated, but not yet incorporated, in the Work and delivered and suitably stored either at the Site or at some other appropriate location acceptable to the District. As part of any request for such approval, Design-Builders shall furnish evidence satisfactory to District: (1) of the cost of such materials; (2) that such materials are under the exclusive control of Design-Builders, or if not, that title to the materials is in the District, free of any lien or encumbrance; and (3) with respect to materials stored off-Site, that the materials are safely and suitably stored in a bonded warehouse with appropriate insurance coverage satisfactory to District. No payment or approval by District pursuant to this Paragraph 9.2.10 shall (a) be construed as an inspection or acceptance of the materials; (b) relieve Design-Builders of its continuing and sole responsibility for the care and protection of, and sole responsibility for any Loss to, such materials, from any cause whatsoever; or (c) operate as a waiver of rights by District.

9.2.11. **Title.** Design-Builders warrants that title to all the Work covered by an Application for Payment will pass to District no later than the time of payment. Design-Builders further warrants...
9.4.1 Progress Payment Amount. Subject to the other provisions of the Contract Documents, the amount of each Progress Payment requested in an Application for Payment shall be computed as follows:

\[
\text{Amount of Each Progress Payment} = \text{Amount of Work Completed} \times \text{Progress Payment Rate}
\]
.1 For design work: at the start of each month Design-Builder shall submit an Application for Payment billing Owner for the proportion of each design phase completed during the previous month. The amount to be billed for each design phase shall align with the amounts shown in the Design-Builder Proposal cost breakdown, or as otherwise agreed upon between Design-Builder and Owner. Application for Payment shall be submitted on District form showing the total percent complete of each design phase less the amount previously paid by District, less a retention of five percent (5%).

.2 For construction work: at the start of each month Design-Builder shall submit an Application for Payment billing Owner for the proportion of all non-design work permanently incorporated at the Site as part of the Work during the previous month. Application for Payment shall be submitted on the District form including the Schedule of Values as proposed by Design-Builder and agreed upon by District at the time of NTPC. Design-Builder shall show in the Application for Payment the percentage complete of each line item in the Schedule of Values. The total amount billed shall be the sum of the amounts on all line items in the Schedule of Values less the amount previously paid by the District, less a retention of five percent (5%).

.3 Design-Builder may apply for payment on stored materials and equipment approved by District pursuant to Paragraph 9.2.10, above, and suitably stored at the Site or at a location off-Site, less a retention of five percent (5%);

.4 District is entitled to withhold funds pursuant to an exercise of the right to withhold under Section 9.6, below. Any such funds withheld by the District shall be subtracted from the next Application for Payment. Any funds released per Section 9.6 below shall be added to the following Application for Payment.

9.4.2. Other Conditions and Documentation. Design-Builder shall submit its Applications for Payment requesting Progress Payments to District using such forms as required by District’s Authorized Representative. Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions to a proper submission, and to District’s Authorized Representative’s approval, of each Application for Payment:

.1 submission of a Schedule of Values that complies with Section 9.3, above;
.2 submission of Design-Builder’s certification required by Paragraph 9.2.9, above;
.3 submission of: (1) forms of conditional releases of stop notice and bond rights upon progress payment, complying with California Civil Code §8132, for all Work performed during the time period covered by the current Application for Payment, signed by Design-Builder and the Subcontractors and Subconsultants, of every Tier; and (2) forms of unconditional release of stop notice and bond rights upon progress payment, complying with California Civil Code §8134, for all Work performed during the time period covered by the previous Application for Payment, signed by Design-Builder and the Subcontractors and Subconsultants, of every Tier;
.4 compliance by Design-Builder with its obligation for daily maintenance of Record Drawings and Specifications;
.5 compliance by Design-Builder with its obligation for submission of daily reports;
.6 compliance by Design-Builder with its obligations for submission of scheduling information and updating of the Design-Build Schedule as required by Section 3.9, above, and other provisions of the Contract Documents pertaining to preparation or updating of schedules and scheduling information;
.7 proper payment of prevailing wages as defined in California Labor Code §1720, et seq.;
.8 compliance with the Project Stabilization Agreement and the District’s Labor
Compliance Program;
.9 timely submission of adequate and complete certified payroll records and Payroll Records as required by the Contract Documents;
.10 submission of certifications by Design-Builder and the Subcontractors as required by the Project Stabilization Agreement, District's labor Compliance Program or Applicable laws certifying that all employee benefit contributions due and owing have been paid in full;
.11 submission of sales tax information as required by Paragraph 3.6., above; and
.12 compliance by Design-Builder with all of its other obligations for submission of documentation or performance of conditions which, by the terms of the Contract Documents, constitute conditions to Design-Builder's right to receive payment for Work performed.

9.5. APPROVAL/REJECTION OF APPLICATION FOR PAYMENT

9.5.1. Review by District's Authorized Representative. Subject to District's rights under Paragraph 9.5.4, below, District's Authorized Representative shall promptly review Applications for Payment submitted by Design Builder and provide its Certification for Payment, approving or disapproving the Application for Payment, in whole or part, within (1) seven (7) Days after receipt by District’s Authorized Representative of an Application for Payment requesting Progress Payment, and (2) within fourteen (14) Days after receipt by District’s Authorized Representative of an Application for Payment requesting Final Payment.

9.5.2. Disapproval. A Certification for Payment by District’s Authorized Representative disapproving, in whole or in part, an Application for Payment shall be accompanied by an explanation of the reasons for such disapproval. Failure by District’s Authorized Representative to specify in its disapproval a particular grounds for disapproval of an Application for Payment shall not waive the District's Authorized Representative's or District's right to assert such grounds as a basis for any future disapproval, or nullification of District’s Authorized Representative's prior approval, of that or any other Application for Payment.

9.5.3. Resubmittal by Design-Builder. An Application for Payment that is disapproved by District’s Authorized Representative shall be corrected and resubmitted by Design-Builder after receipt by Design-Builder of the notice of disapproval. If resubmitted, the resubmitted Application for Payment shall be reviewed and responded to in the same manner as provided in Paragraphs 9.5.1 and 9.5.2, above. If not resubmitted, only the amount, if any, that is approved by District’s Authorized Representative for payment shall be paid until such time as a proper Application for Payment that includes the disapproved amount has been submitted in another Application for Payment and, upon such resubmittal, approved for payment.

9.5.4. District Nullification. District reserves the right to nullify any prior approval by District’s Authorized Representative of an Application for Payment that is later found to have not complied with the requirements of the Contract Documents, whether or not such noncompliance was observed or apparent on the face of the Application for Payment, and based on such nullification District may take either of the following actions, as applicable: (1) if the Application for Payment has not yet been paid by District, disapprove of that portion of the Application for Payment that is not in compliance and withhold payment of that sum until the noncompliance is fully rectified, or (2) if the Application for Payment has been paid by District, nullify the District’s Authorized Representative's prior approval and withhold payment of such disputed amounts in response to future Applications for Payment; provided, however, that in either case the amount of the District's nullification shall be limited to that portion of the amount requested in the Application for Payment that is in dispute and the amount of its withholding from the current or any future Application for Payment shall be limited to the amount nullified plus any additional withholding.
permitted under Section 9.6, below, to protect District from Loss or threatened Loss.

9.5.5. No Waiver by District. Neither approval by District or District’s Authorized Representative of, failure by District to exercise its right of nullification with respect to, nor payment District upon, an Application for Payment or any portion thereof shall be interpreted as or constitute a waiver or release of any of District’s rights to require Design-Build's full compliance with the Contract Documents.

9.5.6. No Representation. Neither approval by District or District’s Authorized Representative of, failure by District to exercise its right of nullification with respect to, nor payment District upon, an Application for Payment or any portion thereof shall be interpreted as a representation that District or District’s Authorized Representative has: (1) made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work, (2) reviewed Design-Build's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from the Subcontractors and Subconsultants and other data requested by District or District’s Authorized Representative to substantiate Design-Build's right to payment, or (4) made examination to ascertain how or for what purpose Design Builder has used money previously paid on account of the Contract Sum.

9.6. WITHHOLDING OF CERTIFICATION OR PAYMENT

9.6.1. Grounds for Withholding. District’s Authorized Representative may decline to approve an Application for Payment and withhold payment requested under any unpaid Application for Payment, in whole or in part, on any of the grounds set forth in this Paragraph 9.6.1 or elsewhere in the Contract Documents to such extent that District’s Authorized Representative or District makes a Good Faith Determination that withholding is necessary to protect District from Loss or threatened Loss because of any of any of the following circumstances:

.1 Third-Party Claims. Third-party claims or stop notices filed or reasonable evidence indicating the probable filing of such claims or stop notices.

.2 Defective Work. Defective Work not remedied.

.3 Nonpayment. Failure of Design-Build to make proper payments to a Subcontractor or Subconsultant for services, labor, materials or equipment or other Work.

.4 Inability to Complete. Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Sum or within the Contract Time.

.5 Violation of Applicable Laws. Failure of Design-Build or a Subcontractor or Subconsultant to comply with Applicable Laws.

.6 Penalty. Any penalty asserted against District by virtue of Design-Build's failure to comply with Applicable Laws.

.7 Lack of Progress. Failure by Design-Build to maintain progress in accordance with the Design-Build Schedule.

.8 Setoff. Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle District to a setoff or recoupment.

.9 Consultant Services. Additional professional, consultant or inspection services required due to Design Builder's failure to comply with the Contract Documents.

.10 Liquidated Damages. Liquidated damages payable to District pursuant to Article 4 of the Design-Build Contract.

.11 Damage. Loss caused to District, a Separate Contractor or any other person or entity under contract to District, by Design-Build or a Subcontractor or Subconsultant.

.12 Cleanup. Cleanup performed by District and chargeable to Design-Build pursuant to the terms of the Contract Documents.
.13 **Employee Benefits.** Failure of Design-Builder to pay contributions due and owing to employee benefits funds pursuant to the Project Stabilization Agreement, the District's Labor Compliance Program or any applicable collective bargaining agreement or trust agreement.

.14 **Required Documents.** Failure of Design-Builder to submit on a timely basis, proper and complete documentation required by the Contract Documents, including, without limitation, schedule updates, 'look ahead' schedules, pricing information, certifications and other required reports or documentation.

.15 **Labor Compliance.** Failure of Design-Builder or any Subcontractor to properly pay prevailing wages as defined in California Labor Code §§1720 et seq. or to comply with the requirements of the Project Stabilization Agreement or the District’s Labor Compliance Program.

.16 **Nullification.** Nullification by District pursuant to Paragraph 9.5.4, above, of District’s Authorized Representative’s prior approval of an Application for Payment.

.17 **Other Breach.** A breach by Design-Builder of any obligation or provision of the Contract Documents.

9.6.2. **Application of Withholding.** Sums properly withheld pursuant to Paragraph 9.6.1, above, may be used by District without a prior judicial determination of District's actual rights with respect to the grounds on which such withholding is based. Design-Builder agrees and hereby designates District as its agent for such purposes, and agrees that such payments shall be considered as payments made under the Design Build Contract by District to Design-Builder. District shall submit to Design-Builder an accounting of such funds disbursed on behalf of Design-Builder. As an alternative to such payment, District may, in its sole and absolute discretion, elect to exercise its right to adjust the Contract Sum as provided in Section 13.4, below.

9.6.3. **Final Payment.** In accordance with California Public Contract Code §7107, the amount to be withheld from Design-Builder's Final Payment pursuant to a withholding asserted pursuant to Paragraph 9.6.1, above, shall be limited to one hundred fifty percent (150%) of the disputed amount.

9.6.4. **Release of Withholding.** When the reasons for withholding of payment as set forth in Paragraph 9.6.1, above, are removed, approval by District will be promptly issued to Design-Builder for amounts previously withheld and payment of amounts withheld will be made by District within thirty (30) Days thereafter.

9.6.5. **Additional Rights.** The District's right of withholding set forth in this Section 9.6 is in addition to, and not a limitation upon, any other rights of withhold that District may have under the Contract Documents or Applicable Laws.

### PAYMENTS BY DESIGN-BUILDER

9.7.1. **Subcontractors, Subconsultants.** Upon receipt of payment from District, Design-Builder shall pay the Subcontractors and Subconsultants performing the Work, out of the amount paid to Design Builder on account of such Subcontractor's or Subconsultant's portion of the Work, the amount to which said Subcontractor or Subconsultant is entitled in accordance with the terms of its contract with Design Builder and Applicable Laws, including, without limitation, California Public Contract Code §7107. Design Builder shall remain responsible, notwithstanding a withholding by District pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all the Subcontractors and Subconsultants who have performed the Work that is included in Design-Builder's Application for Payment. Design-Builder shall, by appropriate agreement, require each Subcontractor and Subconsultant to make payments to its sub-subcontractors and suppliers in similar manner. District shall have no obligation to pay or be responsible in any way for payment to the Subcontractors or Subconsultants, of any Tier.
9.7.2. **Payments in Trust.** Any funds that Design-Builder receives in payment for services or Work performed by a Subcontractor or Subconsultant shall constitute assets of a trust, which trust funds shall be used for the exclusive benefit of the Subcontractor or Subconsultant for the purpose of discharging Design-Builder's financial obligations on account of labor, services, materials or equipment furnished to the Project by the Subcontractor or Subconsultant, provided that such labor, services, materials or equipment were performed in accordance with the Contract Documents, were included in an Application for Payment to District, and were paid by the District to Design-Builder. Design-Builder shall be the trustee of the trust and shall be required to deal with the trust assets for the benefit of the Subcontractor or Subconsultant. Design-Builder shall not be a beneficiary of the trust. Nothing herein shall be construed as intent to require that Design-Builder maintain trust funds in separate bank accounts, specifically designate any third party as a beneficiary of the trust created herein, or otherwise give rise to any cause of action against the District by any third party beneficiary of the trust created herein.

9.7.3. **Payment Information.** District may in its sole and absolute discretion, on request, furnish to any of the Subcontractors or Subconsultants, if practicable, information for such Subcontractor’s or Subconsultant’s review regarding percentages of completion or amounts applied for by Design-Builder and action taken thereon by District and District’s Authorized Representative on account of portions of the Work done by such Subcontractor or Subconsultant.

9.7.4. **Joint Payment.** District shall have the right, if deemed necessary in its sole and absolute discretion, to issue joint checks made payable to Design-Builder and any of the Subcontractors or Subconsultants, of any Tier. The joint check payees shall be solely responsible for the allocation and disbursement of funds included as part of any such joint payment. Endorsement on such check by a payee shall be conclusively presumed to constitute receipt of payment by such payee. In no event shall any joint check payment be construed to create: (1) any contract between District and any of the Subcontractors or Subconsultants, of any Tier; (2) any obligation from District to any of the Subcontractors or Subconsultants; or (3) any third-party rights against District or District’s Authorized Representative.

9.7.5. **Release of Stop Notices.** With the exception of that portion, and only that portion, of a stop notice or other claim that arises as a result of a failure by the District to make payment to Design-Builder under circumstances constituting a breach of the Design-Build Contract by District, if any stop notice or other claim, whether invalid or valid, is made, filed with, served upon or asserted against the District or the Site by any Subcontractor or Subconsultant, of any Tier, or their agent or employee, for money claimed due, then Design-Builder shall within five (5) Days after written notice by the District or District’s Authorized Representative procure, furnish and record appropriate releases or other instruments which under Applicable Laws will fully release, extinguish and remove such stop notice or claim, as well as any notices of pending action or other notices recorded against the Site in connection with the enforcement thereof. All costs of such actions by Design-Builder shall paid for by Design-Builder at Design-Builder’s Own Expense. Unless and until fully released as aforesaid, the District shall have the right to retain from any payment then due, or thereafter to become due, to Design-Builder an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop notice or claim and any action or proceeding thereon. If the amount to be paid, or the amount retained, is insufficient to satisfy, discharge and defend against any such stop notice or claim and any action or proceeding thereon, then Design-Builder shall be liable for the difference and upon demand shall immediately deposit the same with the District. The provisions of this Paragraph 9.7.5 are in addition to such other rights as the District may have against Design-Builder under the Contract Documents or Applicable Laws.

9.7.6. **No District Obligation.** Neither District nor District’s Authorized Representative shall
have any obligation to pay or to see to the payment of money to any of the Subcontractors or Subconsultants except as may otherwise be required by Applicable Laws.

9.8. **SUBSTITUTION OF SECURITIES FOR RETENTION**

9.8.1. **Public Contract Code.** Pursuant to the requirements of California Public Contract Code §22300, upon the Design-Builders request, the District will make payment to the Design-Builders of any funds withheld from payments to ensure performance under the Contract Documents if the Design-Builder deposits with the District, or in escrow with a California or federally chartered bank in California acceptable to the District ("Escrow Agent"), securities eligible for the investment of State Funds under Government Code §16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Design-Builder and the District, upon the following conditions:

1. The Design-Builder shall be the beneficial owner of any securities substituted for monies withheld for the purpose of receiving any interest on such securities.

2. All expenses relating to the substitution of securities under said §22300 and under this Section 9.8, including, but not limited to the District's overhead and administrative expenses and expenses of Escrow Agent, shall be the responsibility of the Design-Builder.

3. Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of the retention to be paid to the Design-Builder pursuant to the Contract Documents.

4. If the Design-Builder shall choose to deposit securities in lieu of monies withheld with an Escrow Agent, the Design-Builders, the District and Escrow Agent shall, as a prerequisite to such deposit, enter into an escrow agreement. Such escrow agreement shall be substantially in the form "Escrow Agreement for Security Deposits in Lieu of Retention" set forth in California Public Contract Code §22300(f).

5. The Design-Builder shall obtain the written consent of Surety to such agreement.

6. Securities, if any, shall be returned to the Design-Builder only upon satisfactory Final Completion of the entire Work.

9.8.2. **Substitute Security.** To minimize the expense caused by such substitution of securities, the Design-Builder shall, prior to or at the time the Design-Builder requests to substitute security, deposit sufficient security to cover the entire amount to be withheld. Should the current market value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the District withholds pursuant to the Contract Documents, the Design-Builder shall immediately and at the Design Builder's Own Expense deposit additional security qualifying under said §22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

9.8.3. **Deposit of Retentions.** Alternatively, subject to the conditions set forth in Paragraph 9.8.1, above, upon request of the Design-Builder, the District shall make payment of retentions directly to Escrow Agent at the expense of the Design-Builder, provided that the Design-Builder, the District and Escrow Agent shall, as a prerequisite to such payment, enter into an escrow agreement in the same form as prescribed in Subparagraph 9.8.1.4, above. At the Design-Builder's Own Expense, the Design-Builder may direct the investment of the payments into securities and interest bearing accounts and the Design-Builder shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by the District under the same terms provided herein for securities deposited by the Design-Builder. Upon satisfactory Final Completion of the entire Work, the Design-Builder shall receive from Escrow Agent all securities,
interest and payments received by Escrow Agent from the District, less escrow fees and charges of the Escrow Account, according to the terms of said §22300 and the Contract Documents.

9.9. **FINAL PAYMENT**

9.9.1. **Payment by District.** Subject to the right of withholding as set forth in Section 9.6, above, or elsewhere in the Contract Documents, Final Payment shall be made by District not more than sixty (60) Days after completion of the entire Work as defined in California Public Contract Code §7107(c)(2).

9.9.2. **Application for Final Payment.** Upon issuance by District’s Authorized Representative of the Notice of Final Completion of the entire Work pursuant to Paragraph 9.12.5, below, Design-Builder shall submit to District’s Authorized Representative its Application for Payment requesting Final Payment.

9.9.3. **Review by District.** District’s Authorized Representative will review and approve or disapprove of the Application for Payment requesting Final Payment as provided in Section 9.5, above.

9.9.4. **Conditions to Final Payment.** Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions to a proper submission, and to District’s Authorized Representative’s approval, of Design-Builder’s Application for Payment requesting Final Payment:

1. submission of Design-Builder certification as required by Paragraph 9.2.9, above;
2. submission of consent of Surety, if any, to Final Payment;
3. submission of a certificate evidencing that the insurance required by the Contract Documents is in force;
4. submission of conditional releases and waivers of stop notice and bond rights upon final payment in the form required by California Civil Code §8136 executed by Design-Builder and by all the Subcontractors and Subconsultants, of every Tier;
5. submission of all Close-Out Documents (including, without limitation, complete, accurate Record Drawings and Specifications certified by Design-Builder,) and approved and accepted by the District’s Vault;
6. timely submission of adequate and complete certified payroll records as required by the Contract Documents for any time period that Work was performed, which have not been submitted by Design Builder in connection with its previous Applications for Payment;
7. payment of prevailing wages as defined in California Labor Code §1720, et seq.;
8. compliance with the Project Stabilization Agreement and the District's Labor Compliance Program;
9. submission of certifications by Design-Builder and each Subcontractor, as required by the Project Stabilization Agreement, District's Labor Compliance Program, any applicable collective bargaining agreement or trust agreement or Applicable Laws, certifying that all employee benefit contributions due and owing have been paid in full;
10. submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion;
11. **Compliance with all terms and required certifications in Article 6 of the Design-Build Contract.**

9.9.5. **Disputed Amounts.** Pursuant to California Public Contract Code §7107, District may deduct and withhold from Final Payment an amount of up to one hundred fifty percent (150%) of any disputed amounts, including, without limitation, amounts to protect District against any Loss caused or threatened as a result of Design-Builder's failing to fully satisfy the conditions of Final Completion and Final Payment.
9.10. **SUBSTANTIAL COMPLETION**

9.10.1. **Contract Time.** Design-Builder shall achieve Substantial Completion of the Work in accordance with the requirements of the Contract Time, the approved Preliminary Phasing Plan and Final Phasing Plan and other provisions of the Contract Documents.

9.10.2. **Non-Conformance Items List.** During the course of construction the District’s Inspector of Record shall maintain a Non-Conformance Items List of items that have not been installed according to the approved Schedule or have not been installed in accordance with the Contract Documents. This list shall be updated regularly and will be shared with the Design-Builder. Design-Builder shall review the current Non-Conformance Items List with the District’s Authorized Representative before requesting Substantial Completion.

9.10.3. **Request for Inspection.** Design-Builder shall notify the District’s Authorized Representative when Design-Builder believes that the Work is Substantially Complete by submitting a Request for Substantial Completion on the District provided form.

9.10.4. **Substantial Completion Inspection.** When Design-Builder gives notice to District’s Authorized Representative that it has achieved Substantial Completion of the Work, unless the District’s Authorized Representative determines that the Work is not sufficiently complete to warrant an inspection to determine Substantial Completion ("Substantial Completion Inspection"), District’s Authorized Representative, Inspector of Record, Design Consultant and such others as may be designated by District will inspect the Work.

9.10.5. **Substantial Completion Punch List.** Within 21 days of the Substantial Completion Inspection, the District or District’s Authorized Representative shall prepare and give to Design-Builder a Substantial Completion Punch List of items, if any, to be completed or corrected. If Design-Builder disputes any of the items included, it shall so note its objection on the Substantial Completion Punch List. Design-Builder shall proceed within forty-eight (48) hours after preparation of the Substantial Completion Punch List to commence correction and completion of the items on the Substantial Completion Punch List, including, without limitation, any such disputed items, and all such items of Work shall be completed by Design-Builder before the Work will be considered as Finally Complete. Failure by District, District’s Authorized Representative, Inspector of Record, Design Consultant or Design-Builder to include an item on the Substantial Completion Punch List does not alter the responsibility of Design-Builder to perform the Work in accordance with the Contract Documents. Items of Work necessary for Final Completion that, for any reason, have been omitted from the Substantial Completion Punch List shall be added to the Substantial Completion Punch List and shall be promptly completed by Design-Builder upon request by District, District’s Authorized Representative, Design Consultant or Inspector of Record made at any time (i) prior to Final Payment, and (ii) prior to the later of Final Completion and occupancy by the District of all of the Work.

9.10.6. **Re-inspection.** Design-Builder shall notify District’s Authorized Representative when the items of Work shown on the Substantial Completion Punch List are completed. District’s Authorized Representative, Inspector of Record, Design Consultant and such others as District deems necessary or appropriate will then make a further inspection to determine whether such work is complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Substantial Completion Punch List, which must be completed or corrected, Design-Builder shall, as a condition of completion of the Work,
complete or correct such item, which shall then be re-inspected to confirm that such Work is complete. Design-Builder shall reimburse District, or District may at its option withhold from Design-Builder’s payments, amounts Incurred by District to the District’s Authorized Representative, Inspector of Record, Design Consultant, District Consultants or others whose services, for reasons within the control or responsibility of Design-Builder or the Subcontractors or Subconsultants, are necessary for more than two (2) such re-inspections to determine completion of the Work.

9.10.7 Notice of Substantial Completion. When District’s Authorized Representative determines that the Work or such District-designated portion thereof, is Substantially Complete, District will prepare a Notice of Substantial Completion on the District’s form, which shall state the date of Substantial Completion. The District will attach to the Notice of Substantial Completion the Substantial Completion Punch list prepared in accordance with Paragraph 9.10.5, above. Regardless of the date the Notice of Substantial Completion is issued, Substantial Completion shall be deemed to have occurred on the date stated in the Notice of Substantial Completion.

9.11 BENEFICIAL OCCUPANCY OR USE

District reserves the right to beneficially occupy all or any portion of the Work at any time before Substantial Completion of the entire Work. Beneficial Occupancy means that District has assumed physical occupancy and use of all or such portion of the Work. Commencement of improvements or other work by Separate Contractors in order to ready the Work for use or occupancy by District shall be unconditionally permitted in all cases prior to Substantial Completion and shall not constitute a taking of Beneficial Occupancy by District. Exercise by District in accordance with the provisions of this Section 9.11 of its right to take Beneficial Occupancy shall not constitute grounds for a Contract Adjustment. The District's right of Beneficial Occupancy of all or a portion of the Work prior to Substantial Completion shall be subject to the following conditions:

9.11.1 District’s Authorized Representative and such others as District’s Authorized Representative deems necessary will make an inspection of the portion of the Work to be beneficially occupied and prepare a list of items to be completed or corrected in the same manner as required by and subject to the same conditions as set forth in Section 9.10, above.

9.11.2 Beneficial occupancy by District shall not be construed as Acceptance of that portion of the Work which is to be occupied.

9.11.3 Except as otherwise provided in this Section 9.11, Beneficial Occupancy by District shall not constitute a waiver of rights of the District against Design-Builder. Notwithstanding anything stated in this Section 9.11 or elsewhere in the Contract Documents to the contrary, Beneficial Occupancy by District shall not constitute a waiver of rights of District relating to Defective Work in the area beneficially occupied or in any other portion of the Work.

9.11.4 Prior to the District's taking Beneficial Occupancy, Design-Builder shall submit to District’s Authorized Representative for all materials and equipment located in the portion of the work to be Beneficially Occupied all operating instructions, manuals and other information required by the Contract Documents. Prior to Beneficial Occupancy the Design-Builder shall provide in operable condition, in the areas beneficially occupied, fully functional utility services, elevator service, and heating and cooling systems. District shall be responsible, from and after taking occupancy, for utility consumption, regular operation and regular maintenance of such systems or equipment.

9.11.5 District shall pay all normal operating and maintenance costs resulting from its use of equipment in areas Beneficially Occupied except maintenance obligations of Design-Builder under the Contract Documents.

9.11.6 District shall pay all utility costs that arise out of its Beneficial Occupancy.

9.11.7 Design-Builder shall not be responsible for providing security in areas Beneficially
Occupied by the District.

9.11.8. District shall use its best efforts to prevent its Beneficial Occupancy from interfering with the conduct of Design-Builder's remaining Work.

9.11.9. Design-Builder shall not be required to repair damage caused solely by District's Beneficial Occupancy.

9.11.10. Design-Builder shall continue to maintain all insurance required by the Contract Documents in full force and effect.

9.11.11 Notice of Partial Use or Occupancy. At such time as the District intends to occupy or use a portion of the Work it shall, in coordination with the Design-Builder, issue a Notice of Partial Use or Occupancy. This Notice will be accompanied by a Non-Conformance Items List as per Article 9.10.2 above identifying items remaining to be completed or corrected in the area of Work to be occupied by the District. Regardless of the date the Notice of Partial Use or Occupancy is issued, Beneficial Occupancy shall be deemed to have occurred on the date stated in the Notice of Partial Use or Occupancy, and this date shall begin the warranty period for all Work in the area to be Beneficially Occupied by the District.

9.12. FINAL COMPLETION

9.12.1. Contract Time. Design-Builder shall expeditiously and diligently perform the Work after Substantial Completion, including, without limitation, all items of Work on the Substantial Completion Punch list that accompanies the Notice of Substantial Completion, so as to achieve Final Completion within the requirements of the Contract Time for Final Completion.

9.12.2. Final Completion Punch List. Thirty (30) days after Substantial Completion and at the request of the District’s Authorized Representative, the Inspector of Record shall prepare and submit to District’s Authorized Representative a Final Completion Punch List of items of Work that remain outstanding to be completed or corrected for Final Completion of the Work. If Design-Builder disputes any of the items included, it shall so note its objection on the Final Completion Punch List. Failure by District, District’s Authorized Representative, Design Consultant, Inspector of Record or Design-Builder to include an item on the Final Completion Punch List does not alter the responsibility of Design-Builder to perform the Work in accordance with the Contract Documents. Items of Work necessary for Final Completion that, for any reason, have been omitted from the Final Completion Punch list shall be added to the Final Completion Punch List upon request by District, District’s Authorized Representative, Inspector or Record or Design Consultant made at any time (i) prior to Final Payment, and (ii) prior to the later of Final Completion and occupancy by the District of all of the Work.

9.12.3. Final Completion. The period for completion of items noted on the Substantial Completion Punch list is thirty (30) days after the issuance of the Certificate of Substantial Completion. At the end of this administrative closeout period the District will create a Final Completion Punch List noting any items that remain to be completed or corrected per the Contract Documents. At the end of the thirty day administrative closeout period the District, or the District’s Authorized Representative may elect to extend the administrative closeout period to permit completion of any items on the Final Completion Punch List or District may elect in its sole discretion to complete any remaining items. The costs of any such work performed by the District or others at the District’s direction, shall be assessed against the Design Builder and withheld from the release of retention.

9.12.4. Acceptance by District. Acceptance may be exercised by District, in its sole and absolute discretion, either after Final Completion or, without waiving or releasing Design-Builder from any of its obligations under the Contract Documents, at any time after Substantial Completion and prior to Final Completion.

9.12.5. Notice of Completion. Upon issuance of the Certificate of Substantial Completion, the
District shall record a Notice of Completion with the County Recorder.

9.12.6. **No Waiver by District.** No inspections conducted pursuant to this Article 9 nor any approvals or certificates issued by District, District’s Authorized Representative, Design Consultant or Inspector of Record shall be deemed to be a waiver or limitation on District’s right to insist on Final Completion and [Project Certification and] full performance of all other conditions to Final Payment under the Contract Documents prior to issuance of Final Payment to Design-Builders.

**ARTICLE 10 INSPECTIONS, SAFETY AND HAZARDOUS SUBSTANCES**

10.1. **INSPECTIONS**

10.1.1. **General.** One or more Inspectors of Record, including special inspectors as required, may be employed by District in accordance with requirements of the California Education Code§ 17250.35(b), the Field Act and Title 24 of the California Code of Regulations and assigned to the Work. Duties of Inspector of Record are as specifically defined in the Field Act and Title 24 of the California Code of Regulations. The fees of Inspectors of Record shall be directly paid for by District. **IF INSPECTORS OF RECORD ARE ASSIGNED TO THE WORK, THEN NO WORK SHALL BE CARRIED ON EXCEPT UNDER THE INSPECTION, AND WITH THE KNOWLEDGE, OF THE APPROPRIATE INSPECTOR(S) OF RECORD,** and Design-Build shall be responsible, at Design-Build’s Own Expense, to remove and replace any Work performed without such inspection by the appropriate Inspector of Record.

10.1.2. **Coordination.** Design-Build shall schedule, arrange, and coordinate its activities with the activities of the District, District’s Authorized Representative, Inspectors of Record, specialty inspectors, Design Consultant, District Consultants and others designated by District to inspect or observe the Work. When, in order to comply with the intent of the Contract Documents, inspection or observation must be made at the plant or mill of the manufacturer or fabricator of material or equipment, Design-Build shall notify the District’s Authorized Representative, as well as any other persons identified by District as assigned by it to inspect or observe the Work, a sufficient length of time in advance to allow for arrangements to be made for such inspection or observation. Inspection requests must be made on approved District form no later than two working days in advance of inspection.

10.1.3. **Uncovering of Work.** District’s Authorized Representative or an Inspector or Record shall have the right to request that any portion of the Work be uncovered by Design-Build for inspection. Except as otherwise provided in Paragraph 10.1.1, above, if such Work is found to be in accordance with the Contract Documents, then all of the additional costs incurred in uncovering, replacing and re-covering the Work shall constitute grounds for Design-Build, upon proper notice and request pursuant to Article 7, above, to receive a Contract Adjustment for Compensable Change and if such uncovering, replacing and re-covering of the Work causes a Delay, such Delay shall constitute grounds for Design-Build, upon proper notice and request pursuant to Article 8, above, to receive a Contract Adjustment for Compensable Delay. If such Work is not in accordance with the Contract Documents, then such costs of uncovering, replacing and re-covering shall be paid for by Design-Build at Design-Build’s Own Expense and any resulting Delay shall be considered an Unexcused Delay.

10.1.4. **Off-Hours Inspections.** Design-Build shall request approval by District’s Authorized Representative before arranging any inspections either: (1) before 7:00 am or after 5:00 pm on Monday through Friday, or (2) on any Saturday, Sunday, holiday or any other time when Work is not usually in progress. Such request shall be delivered to District at least two (2) working days in advance of the inspection being performed. Approval or disapproval of such request is in the sole and absolute discretion of District, which approval will be communicated to Design-Build by the
District’s Authorized Representative. Except where such off-hours inspections are due to a breach by District of an obligation under the Contract Documents, the additional cost (over and above that which would be required for inspections during regular business hours) to District of the inspection shall be paid for by Design-Builder at Design-Builder’s Own Expense.

10.1.5. Access to the Work. Design-Builder shall make available for use by District, District’s Authorized Representative, Inspectors of Record, Design Consultant, District Consultants and others assigned to inspect or observe the Work, any equipment (wheelbarrow, shovel, ladder, man-lift, etc.) that is available or in use on Site, and is required to assist in such inspections or observations.

10.1.6. Right to Stop Work. District’s Authorized Representative shall have the right, but not the obligation, to order Design-Builder to stop performance of Work. Inspectors of Record shall, only if and to the extent permitted by Applicable Laws, have the authority, but not the obligation, to stop the Work whenever provisions of Contract Documents are not being complied with, or the conduct of the Work poses a probable risk of harm to persons or property.

10.1.7. No District Duty. No authority of the District, District’s Authorized Representative, Inspectors of Record, Design Consultant, District Consultants or others designated by District to inspect the Work that is conferred by the Contract Documents nor any decision made by any of them in good faith either to exercise or not exercise such authority, nor any recommendation by any of them, shall give rise to a duty or responsibility on the part of any of them to Design-Builder or to the Subcontractors or Subconsultants, of any Tier.

10.1.8. Design-Builder Responsibility. Inspections or observations by the District, District’s Authorized Representative, Inspectors of Record, District Consultants or others shall not in any way relieve Design-Builder from its sole responsibility for full compliance with all of the terms and conditions of the Contract Documents, nor be construed to lessen, to any degree, Design-Builder’s responsibility for providing efficient and capable superintendence as required herein or for incorporating into the Work only those items of the Work that conform to the Contract Documents.

10.1.9. Reimbursement to District. Without limitation to any other provisions of the Contract Documents, Design-Builder shall reimburse the District at Design-Builder’s Own Expense, or District shall have the right, at its option, to withhold from payments due to Design-Builder, costs of inspections, observations or testing and other Losses that are incurred for any of the following reasons: (1) Design-Builder has failed to execute the Work in accordance with the Contract Documents; (2) materials or equipment have been substituted by Design-Builder, without prior approval by the District’s Authorized Representative; (3) Defective Work; or (4) to conduct load testing of certain portions of the structure that have not fully met the requirements of the Contract Documents.

10.2. SAFETY PRECAUTIONS AND PROGRAMS

10.2.1. General Safety Obligation. Design-Builder shall, notwithstanding the activities of others (such as, but not limited to, the District, District’s Authorized Representative, Design Consultant, Inspectors of Record, District Consultants or others designated by District to prepare safety recommendations or inspect or observe the Work), be solely responsible, on a twenty-four (24) hours a Day, seven (7) Days a week basis, for initiating, maintaining and supervising all safety precautions and programs on the Site in connection with the preparation, performance, observation or inspection of the work, including all necessary precautions for the safety of and protection to:

.a1 persons in and around the Site, as well as their personal property and vehicles;
.a2 the Work, materials and equipment to be incorporated therein under care, custody or control of Design Builder or the Subcontractors, of any Tier, whether in storage
on or off the Site, including, without limitation, the provision of temperature control, covering and enclosures necessary to prevent Loss due to adverse weather conditions.

.3 other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, curbs, roadways, structures (including, without limitation, protection from settlement or loss of lateral support) and utilities not designated for removal, relocation or replacement in the course of construction; and

.4 construction and operations by the District, District’s Authorized Representative, Design Consultants and Inspectors of Record.

10.2.2. Illness and Injury Prevention Plan. Prior to the start of the Work, Design-Builder shall prepare and submit to District’s Authorized Representative and District Safety Manager an Illness and Injury Prevention Plan, which shall comply with the requirements of the Contract Documents and shall include, at a minimum, guidelines, requirements and procedures for the following: safety management policy; emergency response plan; illness and injury prevention procedures; safety meetings; accident investigation; basic accident causes; safety inspection checklist; fire prevention and control; report forms; and employee safety manual and procedures for achieving compliance with safety requirements of insurers. A copy of the Illness and Injury Prevention Plan shall be maintained on Site at all times and provided to the District’s Authorized Representative upon request. Design-Builder is solely responsible for monitoring activities at the Site for compliance with the Illness and Injury Prevention Plan and for the enforcement thereof.

10.2.3. Safety Orders. Design-Builder shall comply with all Applicable Laws, including, without limitation, all safety laws, standards, orders, rules, regulations and building codes, to prevent accidents or injury to persons on, about or adjacent to the Site and to provide a safe and healthful place of employment. Design-Builder shall, at Design-Builder’s Own Expense, correct any violations of Applicable Laws occurring or threatened by conditions on the Site.

10.2.4. Safety Representative. Design-Builder shall designate a responsible member of its organization on the Site, who meets the qualification and competency requirements of Applicable Laws and whose sole duty shall be giving safety instructions, prevention of accidents and overall job site safety (including, without limitation, posting of information and other notices regarding safety that are required under occupational safety and health laws and compliance with reporting and other occupational safety requirements pertaining to the protection of the life, safety and health of the workers). The name of the person so designated shall be reported to the District’s Authorized Representative and District Safety Manager by Design-Builder prior to the commencement of any of the Work on the Site.

10.2.5. Protection. As part of the Design-Builder’s obligation under this Section, Design-Builder shall take reasonable precautions to protect the Work and all building materials, equipment, temporary field offices, storage sheds, and other public and private real and personal property that might be affected, directly or indirectly, by Design-Builder’s activities associated with performance of the Work, and shall make good, at Design-Builder’s Own Expense, all Loss due to failure to provide such reasonable precautions.

10.2.6. Safeguards, Disabled Access. Design-Builder shall erect and maintain, as required by existing conditions and performance of the Work, all necessary safeguards for safety and protection, including, without limitation, safety devices, belts, nets, barriers, safety rails, canopies, danger signs, fire protection, no smoking prohibitions, warnings against hazards, safety regulations postings and notifications to owners and users of adjacent sites and utilities, and shall, as required by Applicable Laws, make provision for access for, and provide assistive devices to, persons with disabilities, including, without limitation, providing safe pathways of travel around areas where construction is being performed so that staff, students, visitors, the public and others on the Site with disabilities are afforded reasonably direct and barrier-free access to areas of the
Site and Existing Improvements.

10.2.7. Fire, Explosives, Hazardous Substances. Design-Builder shall take all necessary precautions to guard against and eliminate possible fire hazards. Explosives may be used or stored only when authorized in writing by the District. Explosives shall be handied, used and stored in accordance with Applicable Laws. When use or storage of explosives or other Hazardous Substances or methods of construction involving use of dangerous materials or equipment are necessary for execution of the Work, Design-Builder shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.


10.2.9. Unsafe Conditions. Design-Builder shall immediately correct any condition that exists on the Site, or that District’s Authorized Representative or District Safety Manager, in their reasonable judgment, determines to exist on the Site, that is unsafe or potentially unsafe to persons or property. If, in the sole and absolute discretion of District or District’s Authorized Representative or District Safety Manager, the condition is potentially life-threatening, the District or District’s Authorized Representative may, with or without notice to Design-Builder, take whatever immediate action is necessary to correct the life-threatening condition, and the costs thereof, including, without limitation, any additional service fees or costs of the District’s Authorized Representative, District Safety Manager, Design Consultant, Inspectors of Record, District Consultants or others to whom District may be liable, shall be reimbursed to District by Design-Builder at Design-Builder’s Own Expense. Nothing set forth in this Paragraph 10.2.9 shall be interpreted as an assumption of any obligation on the part of the District, District’s Authorized Representative, District Safety Manager, Inspectors of Record, Design Consultant, District Consultants or other persons or entities other than Design-Builder and the Subcontractors and Subconsultants, to report such conditions nor as relieving Design-Builder of any of its responsibilities under the Contract Documents.

10.2.10. Responsibility for Loss. Design-Builder shall promptly remedy Loss to any property or person caused in whole or in part by the failure of Design-Builder, the Subcontractors or Subconsultants, of any Tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable to fully comply with the requirements of this Article 10, except Loss attributable to the negligent acts or omissions of the District, District’s Authorized Representative, Inspectors of Record, Design Consultant, District Consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable, in whole or in part, to the negligence, willful misconduct or violation of Applicable Laws by Design-Builder or a Subcontractor or Subconsultant, of any Tier, or the failure by Design-Builder to comply with the Contract Documents. The foregoing obligations of Design Builder are in addition to and not a limitation upon Design-Builder's indemnity obligations under Contract Article 11.

10.2.11. Design-Builder shall be responsible for coordinating the storage and staging of materials and equipment On-Site and off-Site and shall not load or store or permit any part of the Work or the Site to be loaded or stored so as to endanger the safety of persons or property.


1. Design-Builder Responsibility. In an emergency involving safety or protection of persons or property, Design-Builder shall act immediately, either at District’s or District’s Authorized Representative's or District Safety Manager's direction or as otherwise necessary under the circumstances, to prevent any Loss. In such cases, Design-Builder shall immediately notify District’s Authorized Representative, which notice may be oral,
followed within twenty-four (24) hours after occurrence of the incident by written confirmation of the occurrence of such emergency and Design-Builder's action in response thereto.

.2 District Action. If, in the sole discretion of District or District’s Authorized Representative, the condition is immediately threatening life or property, District or District’s Authorized Representative may, with or without notice to Design-Builder, take whatever immediate action is necessary to correct the life threatening condition, and the costs thereof, including, without limitation, any additional services fees or costs of District’s Authorized Representative, Inspectors of Record, District Consultants or others to whom District may be liable, shall be borne by Design-Builder at the Design-Builder's Own Expense. 

.3 No District Responsibility. Nothing set forth in this Paragraph 10.2.12 nor elsewhere in the Contract Documents shall be interpreted as an assumption of any responsibility on the part of District, District’s Authorized Representative, District Safety Manager, Inspectors of Record, Design Consultant or other persons or entities other than the Design-Builder and the Subcontractors and Subconsultants to report such conditions to Design-Builder nor as relieving Design-Builder of any of its responsibilities under the Contract Documents.

10.2.13. Separate Contractors. With respect to work of Separate Contractor being performed within an area of the Site that is under the responsibility or control of the Design-Builder, Design-Builder shall: (1) provide copies of the Illness and Injury Prevention Plan to the Separate Contractors and advise the Separate Contractors of the areas of the Site to which the IIPP applies and where compliance with the Illness and Injury Prevention Plan is expected; (2) protect the Separate Contractors' work and workers from Loss due to the actions or inactions of Design-Builder and the Subcontractors; and (3) notify the Separate Contractor and District of any observed violation by the Separate Contractor of the Illness and Injury Prevention Plan or of any violations by the Separate Contractor of Applicable Laws governing safety on the Site. Nothing herein shall be interpreted as relieving the Separate Contractors from their obligations to comply with the Design-Builder’s Illness and Injury Prevention Plan, as excusing any failure by a separate Contractor from performing its obligations under its contracts with District or Applicable Laws or as obligating Design-Builder to directly supervise or enforce the obligations of the Separate Contractors to comply with the requirements of the Illness and Injury Prevention Plan or Applicable Law relating to safety.

10.3. HAZARDOUS SUBSTANCES, MOLD

10.3.1. Hazardous Substances.

.1 Release on Site

(1) Existing Conditions. In the event Design-Builder or its Subcontractors or Subconsultants encounter materials existing or otherwise present at the Site that are reasonably believed to be Hazardous Substances that have not been rendered harmless, Design-Builder and Subcontractors and Subconsultants shall, except in cases where the removal, encapsulation or abatement of such Hazardous Substances is indicated by the Contract Documents to be part of the Work to be performed by Design-Builder, immediately stop Work in the area affected and report the condition to District’s Authorized Representative in writing. Design-Builder and Subcontractors and Subconsultants shall continue Work in unaffected areas reasonably believed safe. District’s Authorized Representative shall then promptly arrange for the sampling, testing and profiling of such suspected Hazardous Substances to confirm the nature, quantity or concentration thereof.
In the event that such suspected Hazardous Substances are determined not to be Hazardous Substances or to be Hazardous Substances but not of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as a hazardous waste upon disturbance and removal, then Design-Build and its Subcontractors and Subconsultants shall, without any Contract Adjustment, be obligated to resume the portion of the Work that was suspended and shall proceed to handle and dispose of such materials pursuant to the Contract Documents, taking all reasonable precautions that are applicable under the circumstances. If, alternatively, the suspected Hazardous Substances are determined to be Hazardous Substances of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as hazardous waste upon disturbance and removal, the parties shall determine what, if any, action to take with respect to such Hazardous Substances, whether to resume Work with respect to such Hazardous Substances, taking all reasonable precautions that are applicable under the circumstances, and what, if any, Contract Adjustment is appropriate and mutually agreed in order to account for any increased cost of, or Delay in connection with, handling or disposal of Hazardous Substances not already contemplated and provided for in the Contract Documents.

(2) Design-Build Release. Design-Build and its Subcontractors and Subconsultants shall not cause the introduction, discharge, release, emission, spill, storage, treatment or disposal of any Hazardous Substance on or adjacent to the Site. Should Design-Build or its Subcontractors or Subconsultants introduce, discharge, release, emit, spill, treat, store or dispose of any Hazardous Substance on the Site in violation of the foregoing obligation or otherwise in violation of Applicable Laws, Design-Build shall at Design-Build's Own Expense and without limitation to District's other rights or remedies for default immediately (1) inform District's Authorized Representative in writing of such event, (2) advise District's Authorized Representative with respect to any release reporting or notification requirement that may apply as a result of such event, (3) assist District and District's Authorized Representative in complying with any such reporting or notification requirement as determined by District or District's Authorized Representative, and (4) perform any investigation, remediation, removal or other response that is necessary or desirable in order to abate or clean up the condition resulting from such event to the full satisfaction of District and any applicable Governmental Authority. Such Hazardous Substances shall be removed and properly disposed of as soon as they can be accepted at an appropriate disposal facility, and in no event later than sixty (60) Days after such waste is generated, unless a longer time is approved by District's Authorized Representative.

.2 Remediation by Design-Build.

(1) Application. The provisions of this Paragraph 10.3.1.2 shall apply only if the Work to be performed by Design-Build includes within its scope the removal, abatement, moving, handling, containment, disposal or transport of Hazardous Substances.

(2) Advance Submissions. Before Design-Build or any of its Subcontractors or Subconsultants moves, removes, or transports Hazardous Substances to a facility for the receipt, treatment, storage or disposal of the Hazardous

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Substances ("Hazardous Substances Facility"), Design-Builder shall cause the person or entity who will be moving, removing or transporting the Hazardous Substances to provide to District’s Authorized Representative the following: (1) verification of the Hazardous Substance Facility’s or other transporter’s licensed status to haul such materials; (2) verification of the Hazardous Substance Facility's licensed status, including a current permit to receive the specific materials to be transported there; (3) certification that the Hazardous Substance Facility is not under enforcement action by the U.S. Environmental Protection Agency ("EPA") or applicable State Government Authority or listed on any applicable EPA or applicable State Government Authority list of violating facilities; (4) verification of the Hazardous Substances Facility's EPA Identification Number (if applicable); and (5) original executed letter(s) of indemnity from the Hazardous Substances Facility bearing the Hazardous Substance Facility's letterhead. Design-Builder further warrants that the selected Hazardous Substance Facility is appropriately licensed and permitted to store, treat and dispose of Hazardous Substances waste in connection with the Work.

(3) **Design-Builder Responsibility.** Design-Builder warrants that it is aware of and understands the hazards which are presented to persons, property and the environment in performance of the transportation, storage and disposal of Hazardous Substances. Design-Builder and its Subcontractors, Subconsultants and agents shall be responsible for the following: (1) processing the application for, and receiving on behalf of the District or appropriate entity, an EPA or state-equivalent generator identification number (if required); (2) preparing manifests and other shipping documents; (3) making all necessary arrangements (after consultation with District’s Authorized Representative) for any off-Site transportation, treatment, storage and disposal of Hazardous Substances in accordance with Applicable Laws; (4) ensuring the proper and lawful transportation and disposal of Hazardous Substances, even if such services are performed by other entities under contract with Design-Builder or its Subcontractors or Subconsultants; and (5) taking any necessary actions to ensure such proper transport and disposal of Hazardous Substances in the event of any contingency, such as the rejection of the Hazardous Substances as nonconforming by any waste disposal facility. Design-Builder shall promptly provide to District’s Authorized Representative copies of all manifests and other shipping documents confirming the receipt and proper disposal of all waste at the Hazardous Substances Facility, even if such services are performed by other entities under contract with Design-Builder or its Subcontractors or Subconsultants.

(4) **Reporting Requirements.** Design-Builder shall comply with any Hazardous Substances release reporting requirements to Governmental Authorities directly applicable to Design-Builder. Notice of such reporting must be provided in advance to District’s Authorized Representative or concurrently in the event of an emergency.

(5) **Samples.** Design-Builder and its Subcontractors and Subconsultants shall retain all media samples for the longer of (1) the longest holding period specified in any federal, state or local laboratory analytical procedures or guidance for the analyses performed; or (2) three months for soil samples and thirty (30) Days for water samples. Further storage or transfer of samples will be made at District’s
expense upon District’s Authorized Representative’s written request of Design-
Builder. Design Builder shall require by contract that each and every
Subcontractor and Subconsultant and agent of Design-Builder or a Subcontractor
or Subconsultant who performs testing of samples in connection with the Work
properly disposes of such samples in accordance with Applicable laws after
completion of testing and notice to District’s Authorized Representative.
Regarding any such samples which may remain on-Site, provided District’s
Authorized Representative has approved of such on Site storage in advance,
District agrees to pay all costs associated with the storage, transport, and disposal
of such samples.

(6) **Verification.** Upon Final Completion of the Work, Design-Builder shall
confirm by a writing delivered to District’s Authorized Representative that: (1) all
Hazardous Substances specified for removal in the Contract Documents have
been removed; and (2) all Hazardous Substances wastes removed from the Site
as part of the Work have been disposed of in accordance with this Subparagraph
10.3.1.2 and Applicable laws in a Hazardous Substances Facility

10.3.2. Design-Builder is responsible to immediately notify District’s Authorized Representative
in writing if any conditions in the construction materials incorporated or to be incorporated into
the Work or present in Existing Improvements are encountered at the Site that Design-Builder or
any Subcontractor or Subconsultant knows or, in the exercise of due care, should know indicate
the presence of Mold or if untreated are likely to result in the growth of Mold. Design-Builder
shall thereafter take such precautions as are reasonably required to prevent the exposure of
persons to such conditions until they have been evaluated. Except as otherwise authorized by the
Contract Documents or as are usual and customary according to prevailing standards of the
construction industry in the vicinity of the Project, Design-Builder shall not allow water or
moisture to come into contact with materials in Existing Improvements or with materials located
at the Site that are incorporated or to be incorporated into the Work and if such contact occurs,
the areas affected shall be inspected by Design-Builder, using appropriate consultants
experienced in testing and evaluating Mold, for the presence of Mold and evaluated for the
potential of future growth of Mold. All portions thereof that are found to indicate the presence
of Mold, or that are found to be in a condition that has the potential for becoming a source of
Mold, shall be removed and replaced. Costs incurred by Design Builder due to its failure to
perform its obligation under this Paragraph 10.3.2 shall be borne by Design-Builder at Design
Builder’s Own Expense.

10.3.3. **Release of District.** Design-Builder assumes the risk that its employees or the employees
of its Subcontractors and Subconsultants, and other persons that they cause or permit to be
present on the Site, may be exposed to known or unknown Hazardous Substances or Mold. Under
no circumstances shall District be liable for, and Design-Builder hereby fully and unconditionally
releases District and the other Indemnitees referenced in Article 12 from, and agrees to defend
and indemnify District and the other Indemnitees on the terms set forth in the Article 12, against,
any and all known and unknown loss resulting from or relating to the exposure of any employee
of Design-Builder or its Subcontractors or Subconsultants, or other person that they cause or
permit to be present on the Site, to: (1) Hazardous Substances or Mold encountered in connection
with or as a result of the performance of the Work, or (2) Hazardous Substances or Mold not
necessarily encountered in connection with the performance of the Work, but to which any of
them may nevertheless be exposed as a result of their being present on the Site.

10.3.4. **Governmental Authorities.** Design-Builder shall provide to District’s Authorized
Representative copies of all written communications with Governmental Authorities or others
relating to Hazardous Substances or Mold (other than privileged communications); provided, however, that non-disclosure of privileged communications shall not limit Design-Builder’s obligation to otherwise comply with the terms of the Contract Documents, including, without limitation, this Section 10.3.

**10.3.5. Subcontractors, Subconsultants.** Design-Builder shall include provisions in all contracts it enters into with Subcontractors and Subconsultants for the Work requiring them to assume toward Design-Builder and District the same obligations that Design Builder assumes toward District under this Section 10.3. Design-Builder shall require the Subcontractors and Subconsultants to ensure that such provisions are included in all contracts they enter into with all lower-Tier Subcontractors and Subconsultants.

**ARTICLE 11  INSURANCE AND BONDS**

**11.1. OWNER CONTROLLED INSURANCE PROGRAM**

**11.1.1. General Provisions.**

.1 **OCIP Manual.** District has determined that the Project of which this Work is a part, to be insured under an Owner Controlled Insurance Program ("OCIP"). The terms of the OCIP are more fully described in the document entitled "Los Angeles Unified School District - The School Repair and Construction Program - Insurance Manual" ("OCIP Manual"), including any Addendum thereto, which is incorporated herein by this reference. Parties performing labor or services at the Site are eligible to enroll in the OCIP unless they are an Excluded Party (as defined in Subparagraph 11.1.1.3, below). The insurance coverage under the OCIP is provided pursuant to policies of insurance ("OCIP Policies") issued by insurance companies ("OCIP Insurers") that provide for specified coverages ("OCIP Coverages") generally described in Paragraph 11.1.2. Below, to Enrolled Parties (as defined in Subparagraph 11.1.1.2, below) and not to Excluded Parties (as defined in Subparagraph 11.1.1.3, below). Participation in the OCIP is mandatory, but not automatic for all eligible Subcontractors, of every Tier, each of whom must enroll separately for each contract in the OCIP as required by the terms of the OCIP Manual.

.2 **Enrolled Parties.** The OCIP provides certain coverages, set forth in the OCIP Policies and summarized in Paragraph 11.1.2, below, to: (1) the District; (2) the Design-Builder and Subcontractors who are eligible and enroll in the OCIP and (3) such other persons or entities as the District, in the exercise of its sole discretion, may designate (hereinafter collectively referred to as "Enrolled Parties").

.3 **Excluded Parties.** The OCIP does not cover any of the following (hereinafter collectively referred to as "Excluded Parties"): (I) Architects, surveyors, engineers, and soil testing engineers, and their consultants; (II) Hazardous Substances remediation, removal, and/or transport companies and their consultants; (III) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Site; (IV) Contractors and their subcontractors and subconsultants who do not perform any actual Work on the Site; (V) Crane operators and crane operations; (VI) Persons or entities who are not Enrolled Parties; or (VII) Any other persons or entities not identified as an Enrolled Party in Subparagraph 11.1.1.2, above, or who, whether or not they qualify as Enrolled Parties.
Parties, are expressly excluded by the District, in its sole discretion, from participation as Enrolled Parties.

The OCIP, OCIP Policies and OCIP Coverages shall not apply to Excluded Parties, even if erroneously enrolled in the OCIP. Excluded Parties and parties no longer enrolled or covered by the OCIP or erroneously enrolled in the OCIP shall obtain and maintain, and require by contract that each of their lower-Tier Subcontractors and Subconsultants to obtain and maintain, the insurance coverages as required by Paragraph 11.1.4, below, and as required by the OCIP Manual.

.4 Off-Site Operations. Off-site operations of an Enrolled Party, including, without limitation, product manufacturing or product assembling, shall, if the District so elects in the exercise of its sole discretion, be covered only if all such operations are: (1) solely dedicated to the performance of the Work; (2) approved In writing by the District; and (3) coverage thereof has been acknowledged in writing by the OCIP Administrator. It is the sole responsibility of the Design-Builder to notify the District to request coverage for specified off-Site operations.

.5 Premiums. The District shall pay the premiums for the OCIP Coverages. The District will receive or pay, as the case may be, all adjustments to such premiums and costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. The Design-Builder and the Subcontractors hereby assign to the District all rights to receive such adjustments, including, without limitation, all return premiums, premium refunds, dividends and other monies due or to become due in connection with the insurance provided under the OCIP, all of which shall inure to the benefit of the District. The Design-Builder and the Subcontractors who are Enrolled Parties shall execute such further documentation as may be required by District to effectuate this assignment.

.6 Exclusion of Costs from Proposal and Bid Prices. The Design-Builder and each Subcontractor, of every Tier, that is eligible under the terms of the OCIP for OCIP Coverage shall, in calculating its proposal or bid price for the Work, exclude therefrom any cost or premiums of insurance coverage that is provided by the terms of the OCIP. Worksheets and instructions for calculation of such costs or premiums are provided in the OCIP Manual.

.7 Conflicts. The descriptions of the OCIP Coverages set forth in this Section 11.1 are not intended to be complete or meant to alter or amend any provision of the actual OCIP Policies. The OCIP Coverages and exclusions are set forth in full in their respective policy forms. In the event of a conflict or omission between the coverages described in the OCIP Policies and the coverages summarized or described in the OCIP Manual, this Section 11.1, or elsewhere in the Contract Documents, the coverages and coverage amounts set forth in the actual OCIP Policies issued by the OCIP Insurers shall control. In the event of a conflict between the provisions of this Section 11.1 and the OCIP Manual that does not involve any conflict with the provisions of the actual OCIP Policies issued by the OCIP Insurers, then the provisions of this Section 11.1 shall govern.

.8 District's Right to Modify or Discontinue OCIP Coverages. The District may, for any reason, modify the OCIP Coverages, discontinue the OCIP, not bind the OCIP Coverages, or request that Design-Builder or any Subcontractor withdraw from the OCIP upon thirty (30) Days' written notice. The Design-Builder and the Subcontractors shall in such an event secure and maintain such insurance as is required to provide comparable replacement coverage to that provided under the OCIP. Provided that the foregoing is not
the result of any failure by the Design-Builder or any Subcontractor to comply with the requirements of the Contract Documents or OCIP Manual, the costs of such replacement insurance shall be deemed an Allowable Cost for which the Design-Builder shall be entitled to an adjustment of the Contract Sum by means of a Change Order, without any sum added thereto for Allowable Markup. The form, coverage, limits of liability, cost and the rating of the insurer issuing such replacement insurance shall be subject to the District's prior written approval.

.9 District Right to Purchase Other Coverages. The District reserves the right at its option, and without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the Contract Documents to be provided by the District. Apart from the OCIP Coverages, the District may at its option purchase additional insurance coverages that insure the Project that may not necessarily insure the Design-Builder or its Subcontractors. Without limitation, examples of such coverage may include excess pollution liability, excess professional liability and excess automobile liability. The District's decision to purchase, or not to purchase, such additional coverage shall in no way reduce or otherwise affect the liability of Design-Builder or its Subcontractors under the Contract Documents.

11.1.1. Summary of OCIP Coverages. The following is a general summary only of the OCIP Coverages for each eligible and Enrolled Party. Except as otherwise provided in Subparagraph 11.1.1.4, above, OCIP Coverages shall apply only to those operations of an Enrolled Party performed at the Site in connection with the Work. Actual coverages and coverage amounts shall be as set forth in the actual OCIP Polices of insurance issued by the OCIP Insurer.

.1 Workers' Compensation Insurance in compliance with the Workers' Compensation Laws of the State of California, and that is primary for all occurrences at the Site, with limits as follows:

Statutory Limits.

.2 Employer's Liability Insurance that is primary for all occurrences at the Site, with limits as follows:

<table>
<thead>
<tr>
<th>Coverage Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily injury by Accident, each accident</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Bodily injury by Disease, each employee</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Bodily injury by Disease, policy limit</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

.3 General Liability Insurance, equivalent to ISO Occurrence Form CG 001 edition 2001 or later that is primary for all occurrences at the Site. The OCIP General Liability coverage shall not provide coverage for any claim that could be covered under a property policy or builder's risk policy, with limits as follows:

<table>
<thead>
<tr>
<th>Coverage Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily injury and Property Damage - each occurrence</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>General Aggregate for all Enrolled Parties</td>
<td>$4,000,000</td>
</tr>
<tr>
<td>Personal/Advertising injury – each occurrence</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products &amp; Completed Operations/Aggregate</td>
<td>$4,000,000</td>
</tr>
<tr>
<td>10-year Products &amp; Completed Operations Extension beyond final acceptance of the entire Project with a single, non-reinstated aggregate limit.</td>
<td></td>
</tr>
</tbody>
</table>

.4 Excess Liability Insurance, over the Employer’s Liability with limits as follows:
Each Occurrence Limit $100,000,000
General Annual Aggregate for all Enrolled Parties $100,000,000
Products & Completed Operations/Aggregate $100,000,000

.5 Contractor’s Pollution Liability Insurance, with limits as follows:
   Each Occurrence Limit $50,000,000
   Annual General Aggregate Limit $50,000,000

.6 Other Coverage. District assumes no obligation to provide insurance coverages other than that summarized above and set forth in the actual OCIP Policies issued by the OCIP Insurers. Any other insurance required for protection of the Design Builder or its Subcontractors or Subconsultants is solely the responsibility and expense of the Design-Builder and its Subcontractors and Subconsultants.

11.1.2. Design-Builder and Subcontractor OCIP Obligations.

.1 Cooperation. Any information that is required by the OCIP Manual or determined by the District, in its sole discretion, to be relevant to the OCIP, including, without limitation, insurance underwriting, payroll, rating, safety or loss history information, certified copies of insurance policies, declaration pages of coverages, certificates of insurance, OSHA citations and other information or records, shall be provided by the Design-Builder to the District within seven (7) Days of request by the District or OCIP Administrator. At all times during the performance of the Work, the Design-Builder and the Subcontractors shall fully and unconditionally cooperate with the District, OCIP Administrator and the OCIP Insurers with respect to any and all matters that arise in connection with the OCIP.

.2 Project Safety. Design-Builder is solely responsible, at no adjustment to the Contract Sum or Contract Time, for initiating, maintaining, and supervising all safety precautions and programs relating to the conduct of Work, including, without limitation, any safety programs or procedures that are required by the terms of the Safety Manual and/or OCIP Manual and any Addendum thereto, and for incorporating the provisions thereof into the Design-Builder’s Illness and Injury Prevention Plan.

.3 Distribution of OCIP Manual. The Design-Builder is responsible to see to it that all Subcontractors receive copies of the OCIP Manual and any Addendum thereto. The failure of Design-Builder to do so shall not relieve Design-Builder or any Subcontractor from any of the obligations contained in this Section 11.1, the OCIP Manual or elsewhere in the Contract Documents.

.4 Obligations. Without limitation to the other requirements of the Contract Documents or OCIP Manual, the Design-Builder agrees, and shall take steps to ensure that all contracts entered into by Subcontractors, of every Tier, who are eligible and Enrolled Parties include provisions whereby each such Subcontractor agrees, to the following:

i. to incorporate the terms of this Section 11.1 in all contracts and agreements entered into for performance of any portion of the Work;

ii. to enroll in the OCIP within five (5) Days of execution of its contract or agreement for performance of any portion of the Work and maintain enrollment in the OCIP and ensure that all Subcontractors enroll in the OCIP within five (5) Days of subcontracting and prior to the commencement of the Work at the Site, and maintain enrollment in the OCIP;

iii. to comply with all of the administrative, safety, insurance and other requirements outlined in this Section 11.1, the OCIP Manual, the Safety Manual,
the OCIP Policies and the other provisions of the Contract Documents;
iv. to provide each Subcontractor with a copy of the OCIP Manual and ensure that all Subcontractors comply with the provisions of the OCIP Policies, the OCIP Manual, this Section 11.1, and the other provisions of Contract Documents;
v. that the District, Design-Builder and the OCIP Administrator are not agents, partners or guarantors of the OCIP Insurers and that the District is not responsible for any claims or disputes between or among Design-Builder, the Subcontractors, and any OCIP Insurer and that any insurance coverage or limits of liability in addition to the OCIP Coverages that a Subcontractor requires for its own protection, or that is required by the Contract Documents or Applicable Laws, shall be the sole responsibility and expense of the party requiring same and shall not be the responsibility or chargeable to the District or the Design-Builder;
vi. to cooperate fully with the OCIP Administrator and the OCIP Insurers, as applicable, in its or their administration of the OCIP; and
vii. to pay to District (without limitation to the District’s other rights under the Contract Documents) a sum of up to $5,000 for each occurrence for losses (including, without limitation, costs of defense) for bodily injury or property damage payable under the OCIP General Liability Policy to the extent attributable to the acts or omissions of Design-Builder, any Subcontractor or any other person or entity for whom Design-Builder or a Subcontractor may be responsible, in connection with the Work (“General Liability Obligation”), it being the understanding of the parties that the foregoing General Liability Obligation shall not be covered by the OCIP Policies and shall remain uninsured by Design-Builder

.5 Representations and Warranties. Design-Builder represents and warrants to the District, and shall take steps to ensure that provisions are included in all contracts executed by Subcontractors of every Tier requiring them to similarly represent and warrant, as follows:
i. that all information it submits to the District or the OCIP Administrator shall be accurate and complete;
ii. that it has had the opportunity prior to executing its contract for the Work to read and analyze copies of the specimen OCIP Policies that are on file in the District’s office;
iii. that any reference or summary in the Design-Build Contract, the OCIP Manual, or any other provision of the Contract Documents as to amount, nature, type or extent of OCIP Coverages and/or potential applicability to any potential claim or loss is for convenience of reference only, have not been relied upon by it, and that any understanding and/or belief reached by it as to amount, nature, type or extent of any OCIP Coverages and/or their potential applicability to any potential claim or loss is based on its independent review and analysis of the OCIP Coverages as set forth in such specimen policies.
iv. that the "Costs of OCIP Coverages" (as hereafter defined) were not included in its bid or contract price for the Work, and will not be included in any change order or any application for payment for Work, extra work or change. The "Costs of OCIP Coverages" is defined as the amount of a reduction in insurance costs due to eligibility for OCIP Coverages, as determined by the District, using the forms located in the OCIP Manual and information available to the District and/or the OCIP Administrator regarding the costs of similar coverages taking into
account limits of liability, coverages, and rating of the insurer; and that it acknowledges and agrees that the District shall not be responsible to pay or compensate the Design-Builder or any Subcontractor, in any manner, for Costs of OCIP Coverages.

11.1.3. Additional Insurance Required from Enrolled Parties and Excluded Parties. Notwithstanding and in addition to the OCIP Coverages, without in any way affecting the indemnity provided in Article 12 below, Design-Builder shall obtain and maintain, and shall require the Subcontractors and Subconsultants of every Tier to obtain and maintain, the insurance coverages specified below:

.1 Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a combined single limit of not less than $1,000,000 each accident for bodily injury and property damage.

.2 Statutory Workers' Compensation and Employer's Liability Insurance with statutory limits as required by law, including Maritime coverage, if appropriate, and Employer's Liability limits of not less than $1,000,000 each accident/$1,000,000 each employee/$1,000,000 policy limit.

.3 Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy CG 0001 ("Occurrence Form"), with the following minimum limits (including excess or umbrella liability Insurance if required to achieve limits) such insurance to be maintained for a period of no less than five years after completion of the Work:

<table>
<thead>
<tr>
<th>ENROLLED PARTIES/EXCLUDED PARTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
</tr>
<tr>
<td>General Aggregate</td>
</tr>
<tr>
<td>Products &amp; Completed Operations/Aggregate</td>
</tr>
<tr>
<td>Personal/Advertising injury Aggregate</td>
</tr>
<tr>
<td>10-year Products &amp; Completed Operations Extension</td>
</tr>
<tr>
<td>$1,000,000/$3,000,000</td>
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<tr>
<td>$2,000,000/$3,000,000</td>
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<tr>
<td>$2,000,000/$3,000,000</td>
</tr>
<tr>
<td>$2,000,000/$3,000,000</td>
</tr>
</tbody>
</table>

.4 Professional Liability Insurance in the amount of not less than $2,000,000 per claim and $5,000,000 in the aggregate shall be maintained by Design-Builder and any Subcontractor or Subconsultant performing design work. Design-Builder and any applicable Subcontractor or Subconsultant agree to maintain continuous coverage for professional liability applicable to Work performed for a period no less than five years after completion of the Work. Any claims-made policy used to meet the requirements of the Contract Documents shall have a retroactive date prior to commencement of the Work.

.5 Aviation and/or Watercraft Liability Insurance covering bodily injury, property damage, and passenger liability, as respects any aircraft or watercraft owned, used, operated, or hired in connection with the Work. If Design-Builder uses aircraft or watercraft in connection with the Project, Design-Builder shall first consult with District regarding specific coverages and limits required.

.6 Pollution Liability Insurance with limits not less than $5,000,000, in a form and with an insurer acceptable to the District, for Work of Design-Builder and/or Subcontractors involved in demolition and/or hazardous materials remediation excluded from OCIP coverage. All hazardous materials remediation Work must be performed by a Contractor or Subcontractor(s) approved by the District.

.7 Other Insurance as may be required by the District to protect the Design-Builder, the Subcontractors and/or the District, and other indemnitees from hazards related to
the Work or the performance thereof.

11.1.4. Additional Requirements for Design-Builder-Provided Coverage. The following requirements and provisions shall apply to insurance provided by Design-Builder and/or its Subcontractors and Subconsultants pursuant to Paragraph 11.1.4, above:

.1 Such insurance may be provided through a combination of primary and excess policies, including the umbrella form of policy. All required insurance shall be maintained without interruption from the date of commencement of the work until the date of the Final Payment unless otherwise specified elsewhere in the Contract Documents or the OCIP Manual.

.2 As to Excluded Parties, the workers' compensation, employer's liability, automobile liability and commercial general liability insurance coverages required by Paragraph 11.1.4, above, shall be primary for all on- and off-Site activities.

.3 As to Enrolled Parties, the workers' compensation, employer's liability and commercial general liability insurance required by Paragraph 11.1.4, above, shall only be for off-Site activities or operations or activities not insured under the OCIP Coverages. Automobile liability shall cover both on-site and off-site activities.

.4 Each such policy, except the workers' compensation policy and professional liability policy (if any), shall add the District and other indemnitees listed in Article 12 below, OCIP Administrator, and each of their respective officers, agents, shareholders and employees and any additional entities as District may request, as additional insureds.

.5 Each such policy shall state or be endorsed to state that the coverage provided to the additional insureds is primary and non-contributing with respect to any other insurance available to the additional insureds. In the event of a claim, a copy of the Design-Builder and Its Subcontractors' or Subconsultants' insurance policies will be provided to District.

.6 Insurance required by Paragraph 11.1.4, above, shall be written and maintained during the periods required by the Design-Build Contract by a company or companies lawfully authorized to do business in the State of California and having a current A.M. Best's rating of no less than A:- VI unless otherwise approved in writing by the District. If a policy issued by any insurance company falls below the rating criterion, such policy shall promptly be replaced by the party procuring such policy.

.7 The insurance required by Paragraph 11.1.4, above, shall be written on forms that conform to the requirements set forth in the OCIP Manual and that are otherwise acceptable to the District.

.8 The Design-Builder shall provide to the District, prior to execution of the Design-Build Contract and within thirty (30) Days of any renewal, change or replacement of coverage certificates of insurance and endorsements evidencing coverage required by Paragraph 11.1.4, above, to be obtained by the Design-Builder and the Subcontractors and Subconsultants. Upon request or as required by the OCIP Manual, certified copies of policies shall be provided to the District.

.9 If the Design-Builder fails to provide insurance as required herein, the District or its assignees shall have the right but not the obligation, to purchase such Insurance. In such event, the Contract Sum shall be reduced by the amount paid for such insurance.

.10 Insurance coverage and limits required of or provided by Design-Builder or its Subcontractors or Subconsultants are intended to apply to the full extent of the policies. Nothing contained in this Section 11.1 or elsewhere in the Contract Documents relating to the District or its operations is intended to limit the application of such insurance coverage.
.11 No liability policy shall contain any provision or definition that would serve to exclude so-called "third party action over" or cross-liability claims, including any exclusion for bodily injury to an employee of the Insured or of any Design-Builder or Subcontractor.

.12 The District reserves the right at any time to change the amounts and types of insurance required by giving the Design-Builder thirty (30) Days' advance written notice of such change. If such change results in substantial additional cost to the Design-Builder, the District will negotiate additional compensation in the form of a Contract Adjustment for added Allowable Costs (with no additional sum for Allowable Markups) that is proportional to the increased benefit to District.

.13 For purposes of applying insurance coverage only, the Design-Build Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of the Work.

.14 Design-Builder acknowledges and agrees that any actual or alleged failure on the part of the District to inform the Design-Builder of non-compliance with any insurance requirement in no way imposes any additional obligations on the District nor does it waive any rights hereunder in this or any other regard.

.15 Any type of insurance or any increase of limits of liability not described in this Section 11.1, which the Design-Builder requires for its own protection or on account of any statute, shall be Design-Builder's responsibility and at Design-Builder's Own Expense.

.16 During the period following the Acceptance of the Work and prior to expiration of all warranty periods under the Contract Documents, Design-Builder shall maintain in full force and effect all insurance as specified in Paragraph 11.1.4, above, covering all Work performed during such period.

.17 The District shall have no responsibility for arranging coverage or for payment of premiums for any insurance coverage required of any Design-Builder or Subcontractor under Paragraph 11.1.4, above.

11.1.5. Miscellaneous Provisions

.1 Audits. Design-Builder agrees that the District, the OCIP Administrator and/or any OCIP Insurer may inspect, copy and audit the Design-Builder's and the Subcontractors' payroll records, books and records, insurance policies, insurance cost data, bid documents, estimates or any other information to confirm the accuracy of any information provided to the District or OCIP Administrator, to verify compliance with the Contract Documents or to confirm that Costs of OCIP Coverages are not included in any application for payment. Design-Builder shall take steps to ensure that provisions granting to the District and OCIP Administrator the rights under this Paragraph 11.1.6 are included in all contracts executed by Subcontractors of every Tier. In addition to any other provisions of the Contract Documents pertaining to auditing of the Design-Builder's or its Subcontractors' books and records, in the event an audit of Design-Builder's or any of its Subcontractors' records and information as permitted by this Paragraph 11.1.6 reveals a discrepancy in the insurance, payroll, safety or any other information required by the Contract Documents to be provided by the Design-Builder to the District or to the OCIP Administrator that has resulted in the inclusion of any Costs of OCIP Coverages in any Application for Payment, the District shall have the right, exercised in its sole discretion, to either withhold from payments to the Design-Builder, deduct from the Contract Sum or recover from the Design-Builder any such Costs of OCIP Coverages and all related audit costs. Such audit costs shall include but not be limited to the fees of the OCIP Administrator and the fees of accountants conducting the audit and review.

.2 Design-Builder Oversight. Design-Builder shall not violate or knowingly permit to
be violated any conditions of the OCIP Policies or other policies of insurance required by this Section 11.1 or the OCIP Manual. Design-Builder shall ensure that all requirements imposed by such policies, the terms of this Section 11.1 and the OCIP Manual shall likewise be imposed on, and assumed and performed by, each Subcontractor of every Tier.

.3 Withholding of Payments. In addition to any other rights of withholding that the District may have under the Contract Documents, the District has the right to withhold any payments otherwise due to the Design-Builder in the event of a failure by the Design-Builder or any Subcontractor to comply with the requirements of this Section 11.1 or the OCIP Manual. The District may withhold from any payment owing to the Design-Builder the Costs of OCIP Coverages if included in a request for payment. Such withholding by the District shall not be deemed to be a default under the Design-Build Contract. The District shall withhold from Design-Builder the Costs of OCIP Coverages attributable to an increase in Design-Builder's and its Subcontractors of every Tier total payroll for the Work over the amount reported to the District and OCIP Administrator at time of enrollment in the OCIP.

.4 Notice. All policies of insurance that the Design-Builder or the Subcontractors or Subconsultants are required to provide under the terms of this Design-Build Contract to secure and maintain shall be endorsed to provide that their insurance company shall notify the District, OCIP Administrator, and the named insured, at least sixty (60) Days prior to the effective date of any cancellation or modification of such policies.

.5 Remedies. Without limitation upon any of the District's other rights or remedies, any failure by Design-Builder or any Subcontractor or Subconsultant to comply with any provision of this Section 11.1 or the OCIP Manual shall be deemed a material breach of the Design-Build Contract, thereby entitling the District, (1) at its option, upon notice to Design-Builder to suspend performance by the Design-Builder, without any adjustment to Contract Sum or Contract Time, until there is full compliance, or (2) or terminate this Design-Build Contract for cause.

.6 Claims Cooperation. The Design-Builder and the Subcontractors and Subconsultants shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of their operations conducted in connection with the Work and shall cooperate with District, OCIP Insurers and OCIP Administrator with the adjustment, settlement, mediation, arbitration or litigation of all said claims, including, without limitation, providing light or modified duty for injured workers, appearances in mediation, arbitration or court proceedings and/or participating in settlement meetings, as may be required.

.7 Waiver of Subrogation. The Design-Builder hereby waives all rights of recovery under subrogation or otherwise because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason, against the District, indemnitees in listed in Article 12, District Consultants, OCIP Administrator, Separate Contractors, Subcontractor and Subconsultants performing Work or rendering services in connection with the planning, development and construction of the Project, including without limitation, the officers, directors, agents, shareholders and employees of each of them. Design-Builder shall require that the Subcontractors and Subconsultants of every Tier require that all insurance policies provided, with the exception of workers' compensation, that relate to the Work include clauses providing that each insurer waives all of its rights of recovery by subrogation against the same parties referenced immediately above in this Subparagraph 11.1.6.7. The waivers of subrogation provided
for in this Subparagraph 11.1.6.7 shall be deemed effective as to any individual or entity even if such individual or entity: (1) would otherwise have a duty of indemnification, contractual or otherwise; (2) did not pay the insurance premium directly or indirectly; or (3) has or does not have an insurable interest in the property damaged.

.8 Waiver of Rights. Design-Builder waives all rights against the District, indemnitees listed in Article 12, District Consultants, Separate Contractors, Subcontractors and Subconsultants performing Work or rendering services in connection with the planning, development and construction of the Project, including without limitation, the officers, directors, agents, shareholders and employees of each, for loss or damage caused by fire or other perils to the extent covered by the Builder's Risk or other property policy applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the District. This waiver applies only to the extent that proceeds are, in fact, realized as a result of a claim against such policy. Design-Builder shall require such waivers from the Subcontractors and Subconsultants of every Tier.

.9 No Release. The provision of the OCIP shall in no way be interpreted as relieving the Design-Builder or any Subcontractor or Subconsultant of any responsibility or liability under the Contract Documents, the OCIP Policies, or Applicable Laws, including, without limitation, the Design-Builder's and Subcontractor's and Subconsultants' responsibilities relative to indemnification and their obligation to exercise due care in the performance of the Work and to complete the Work in strict compliance with the Contract Documents.

11.2. OTHER LIABILITY INSURANCE

Optionally, the District may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract Documents. The Design-Builder shall not be responsible for purchasing and maintaining the District's liability insurance unless specifically required by the Contract Documents. The District's decision to purchase, or not to purchase, such other insurance coverage shall in no way reduce or otherwise affect the liability of Design-Builder or its Subcontractors under the Contract Documents.

11.3. BUILDER'S RISK INSURANCE

11.3.1. Purchase by District. Unless otherwise provided, the District shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of California, builders risk insurance in the amount of the Guaranteed Maximum Price, as well as subsequent Contract Adjustments thereto, for the entire Work at the Site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion has been made or until no person or entity other than the District has an insurable interest in the property required by this Section 11.3 to be covered, whichever is earlier. This insurance shall include interests of the District, the Design-Builder and the Subcontractors and Subconsultants, of every Tier, in the Work.

11.3.2. Coverage. Builders Risk Insurance shall insure against direct physical loss resulting from the perils of fire and explosion subject to stated exclusions and coverage extensions. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents. The Design-Builder, and the Subcontractors and Subconsultants of the first Tier shall be named as additional insureds.

11.3.3. Deductibles. If the builders risk insurance involves deductibles or Design-Builder obligations and such deductibles or Design-Builder obligations are identified in the Contract Documents or the OCIP Manual, the Design-Builder shall pay costs not covered because of such deductibles or Design-Builder obligations.

11.3.4. Off-Site Storage. Unless otherwise provided in the Contract Documents, the Builder's Risk
insurance required by this Section 11.3 shall cover portions of the Work stored off the Site with
written approval of the District at the value established in the approval, and also portions of the
Work in transit.

11.3.5. Machinery, Tools. The insurance required by this Section 11.3 is not intended to cover
machinery, tools or equipment owned or rented by the Design-Builder which are utilized in the
performance of the Work but not incorporated into the permanent improvements. The Design-
Builder shall, at the Design-Builder’s Own Expense, provide insurance coverage for such owned or
rented machinery, tools or equipment, which insurance shall be subject to the provisions of
Paragraphs 11.1.4 and 11.1.5, above.

11.3.6. Boiler and Machinery Insurance. The District shall purchase and maintain boiler and
machinery insurance required by the Contract Documents or by Applicable Law, which shall
specifically cover such insured objects during installation and until Acceptance of the Work; shall
include interests of the District, the District’s Authorized Representative, the Design-Builder and
the Subcontractors and Subconsultants, of every Tier, in the Work; and shall name the District and
the Design-Builder as named insureds.

11.3.7. Loss of Use Insurance. The District, at the District's option, exercised in its sole discretion,
may purchase and maintain such insurance as will insure the District against loss of use of the
District’s property due to fire or other hazards, however caused.

11.3.8. Partial Occupancy. Partial occupancy or use in accordance with Section 9.11, above, shall
not commence until the insurance company or companies providing property insurance have
consented to such partial occupancy or use by endorsement or otherwise. The District and the
Design-Builder shall take reasonable steps to obtain consent of the insurance company or
companies and shall, without mutual written consent, take no action with respect to partial
occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.4. PERFORMANCE BOND AND PAYMENT BONDS

11.4.1. Performance and Payment Bonds. Prior to the Notice to Proceed with Construction,
Design-Builder shall deliver to the District and District’s Authorized Representative a good and
sufficient labor and material payment bond (“Payment Bond”) and a good and sufficient
performance bond (“Performance Bond”), each in the amount of one hundred percent (100%) of
the difference of the Guaranteed Maximum Price less the Design Fee. The form of the bonds shall
be consistent with any form developed by the California Department of General Services pursuant
to Section 17250.30(a) of the Education Code. In the event such form has not been developed by
the California Department of General Services, then the form of bonds shall be consistent with
the form of bonds attached to the RFP.

11.4.2. Changes. The penal amounts of the Performance Bond and Payment Bond shall be
increased on account of Change Orders and Unilateral Change Orders increasing the Contract
Sum. The Design-Builder shall deliver to District and District’s Authorized Representative evidence
of the increases of such penal amounts.

11.4.3. Replacement. The requirements of this Section 11.4 applicable to the Performance Bond
and Payment Bond and the sureties providing such bonds shall be satisfied for the duration
specified in Section 11.4.4. Should any bond required hereunder or any surety on such bond
become or be determined by District to be insufficient, it shall be replaced within ten (10) Days
by a bond that fully complies with the requirements of this Section 11.4. If any surety withdraws
or cancels its bond, whether voluntarily or involuntarily, or should any surety become insolvent,
make an assignment for benefit of creditors, or file for or be placed into bankruptcy, receivership
or liquidation, Design-Builder shall promptly give District notice and provide a substitute surety
and replacement bonds conforming to the requirements of this Section 11.4. Failure to satisfy the
requirements of Section 11.4 at all times shall constitute an Event of Default.
11.4.4. **Duration.** Except as required by Applicable Laws, including, without limitation, California Labor Code § 1741, the Payment Bond shall remain in effect until Acceptance of the Work and all Claims of Design-Builder and the Subcontractors and Subconsultants, of any Tier, have been fully and finally resolved. The Performance Bond shall remain in effect and assure faithful performance of all Design-Builder’s obligations under the Contract Documents, including, without limitation, Project Certification and warranty obligations including the services to be performed by the Warranty Manager.

11.4.5. **Condition of Payment.** No payments to Design-Builder for Work performed shall be made or due until there has been full compliance with the requirements of this Section 11.4.

11.4.6. **Surety Rating.** Any Surety company issuing the Payment Bond or Performance Bond shall be, at all times while such bonds are in effect, listed in the latest published United States Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" and have a current A.M. Best rating of A or better.

11.4.7. **Premiums.** The premiums for the Performance Bond and Payment Bonds are included in the Contract Sum and shall be paid by Design-Builder at Design-Builder’s Own Expense.

11.4.8. **Obligee.** A Performance Bond shall name District as obligee. All performance bonds, if any, purchased by Subcontractors shall name District as a dual obligee with Design-Builder.

11.4.9. **No Exoneration.** The Performance Bond and Payment Bond shall contain provisions to the effect that Changes, Change Orders, Unilateral Change Orders, Modifications, Changes and Contract Adjustments shall in no way release or exonerate Design-Builder or its Surety from their obligations and that notice thereof is waived by the Surety.

11.4.10. **Communications.** District and District’s Authorized Representative shall have the right to communicate with Surety with respect to matters that are related to performance of the Work. Design-Builder shall be provided with a copy of all such communications that are in writing. Such communications shall not create or be interpreted as creating any contractual obligation of District to Surety.

11.4.11. **No Limitation.** The requirements of this Section 11.4 pertaining to the Performance Bond and the Payment Bond shall be without limitation to any other obligations Design-Builder may have under Applicable Laws to provide bonding for the benefit of, and to assure payment to the Subcontractors performing the Work for, the Project.

11.4.12. **Subcontractor Bonds.** Each performance bond, if any, furnished by a first-Tier Subcontractor shall include a provision whereby the Surety consents to the contingent assignment of Design-Builder's rights under such bond to District as provided in Section 5.3 above.

**ARTICLE 12 INDEMNIFICATION**

12.1.1. **Indemnification by Design-Builder.** In addition to Paragraph 12.1.2 and any other part of the Contract Documents, Design-Builder and its performance bond surety, even if Design-Builder is free from fault, shall defend, indemnify, and hold harmless the District, District’ Authorized Representative, Design Consultant, District Consultants, Inspector of Record, District employees, representatives and/or agents, including, without limitation, the OCIP Administrator, State of California, and their respective agents, employees, officers, and directors, from and against claims, actions, damages, losses, penalties, costs and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) arising out of or resulting from: performance of the Work, including but not limited to, Design-Builder's or its Subcontractors' or Subconsultants' use of the Project site; Design-Builder's failure to pay Subcontractors or Subconsultants and/or others; Design-Builder or its Subcontractors construction of the Work, or failure to construct the Work, or any portion thereof; the use, misuse, erection, maintenance,
operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of Design-Build or its Subcontractors or Subconsultants or their respective agents, employees, material or equipment suppliers, invitees, or licensees whether caused in whole or in part by the acts or omissions of Design-Build, its Subcontractors or Subconsultants, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether the allegations underlying such claims, action, damage, loss, penalty, cost or expense are with or without merit, true or false and whether or not caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of defense and/or indemnity, which would otherwise exist under the Contract Documents or by law as to a party, person, or entity described herein. Nothing set forth in this Paragraph 12.1.1 is intended to provide indemnification to the extent precluded by law, including without limitation, Civil Code§§ 2782(a) and/or 2782(b).

12.1.2. Indemnification by Subcontractors and Their Sureties. In addition to Paragraph 12.1.1 and any other part of the Contract Documents, Design-Build shall ensure that each Subcontractor and Subconsultant, and each performance bond, if any, of a Subcontractor, shall defend, indemnify, and hold harmless the District, District’ Authorized Representative, Design Consultant, District Consultants, Inspector of Record, District employees, representatives and/or agents, including, without limitation, the OCIP Administrator, State of California and their respective agents, employees, officers, and directors, from and against claims, actions, damages, losses, penalties, costs and expenses (including, but not limited to, attorneys’ fees and costs, including consultants) arising out of or resulting from: performance of the Work, including but not limited to, Subcontractors or Subconsultants use of the Project site; Subcontractors or Subconsultants failure to pay suppliers or others; Subcontractors construction of the Work or failure to construct the Work or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of Subcontractors or Subconsultants or their respective agents, employees, material or equipment suppliers, invitees, or licensees whether caused in whole or in part by the acts or omissions of Subcontractors or Subconsultants, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether the Subcontractor or Subconsultant itself is free from fault or the allegations underlying such claim, action, damage, loss, penalty, cost or expense are with or without merit, true or false, and whether or not caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of defense and/or indemnity, which would otherwise exist as to a party, person, or entity described herein. Nothing set forth in this Paragraph 12.1.2 is intended to provide indemnification to the extent precluded by law, including without limitation, Civil Code§§ 2782(a) and/or 2782(b).

12.1.3. Joint and Several Liability. In the event that more than one Subcontractor or Subconsultant is connected with an event covered by the text of Paragraphs 12.1.1and/or 12.2.2, then all such Subcontractors and Subconsultants, together with Design Builder, shall be jointly and severally responsible to each of the Indemnitees for the obligations described therein, and the ultimate responsibility among such indemnifying Subcontractors and/or Design-Build for the loss and expense of any such obligations (including any limitations in Civil Code Section 2782.05) shall be resolved without jeopardy to any Indemnitee. The text of Paragraphs 12.1.1 and/or 12.1.2 shall not be construed to indemnify any Indemnitee to the extent precluded by law
or to eliminate or reduce any other right that any indemnitee has by the Contract Documents or by law or equity.

12.1.4. No Limitation on Obligations to Indemnify. Design-Builder and each Subcontractor's or Subconsultant's obligation to indemnify, hold harmless and defend the Indemnitees under Paragraphs 12.1.1 and 12.1.2 shall also include, without limitation, any and all claims, actions, damages, losses, penalties, expenses and costs: for injury to persons and property and death of any person; for breach of any warranty and/or guarantees, express or implied; for failure of Design-Builder, Subconsultants or Subcontractors to comply with any Applicable Laws, rule, regulation, or other requirement; and for products installed in or used in connection with the Work, except as may be precluded by statute. These obligations shall survive Final Payment, Final Completion, Acceptance of the work, any termination by Design-Builder, any termination of the Contract by the District and/or any termination of Design Builder's right to proceed with the Work in whole and/or in part.

12.1.5. Federal and State Immigration Laws. Design-Builder and its Subcontractors and Subconsultants, of each Tier, shall comply with federal and state immigration and employment verification/notification laws. Design-Builder shall be solely responsible for any liability arising from any failure by Design-Builder or its Subcontractors and Subconsultants to comply with applicable federal and state immigration law, including immigration and employment verification and notification laws. To the fullest extent permitted by law, Design Builder shall indemnify, defend and hold District harmless from any Losses arising from any failure by Design Builder or its Subcontractors or Subconsultants to comply with federal and state immigration law. Design-Builder's obligations under the Contract Documents shall not be excused and Design-Builder is entitled to no relief and to no Contract Adjustment for actions taken by federal, state or local authorities in connection with immigration law and enforcement against Design-Builder or its Subcontractors and Subconsultants, including actions of the Immigration Customs Enforcement Division of the Department of Homeland Security and the Immigration and Naturalization Service, and such actions shall not excuse Design-Builder's performance.

ARTICLE 13  UNCOVERING AND CORRECTION OF THE WORK

13.1. UNCOVERING OF THE WORK
If a portion of the Work is covered contrary to the request or direction of District, District’s Authorized Representative, Inspector of Record, specialty inspectors, or Design Consultant, or contrary to the requirements of the Contract Documents, it must, if required by the any of them, be uncovered for observation and be re-covered by Design-Builder at Design-Builder's Own Expense.

13.2. CORRECTION OF THE WORK
Design-Builder shall promptly correct Defective Work, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. All such Defective Work shall be either: (1) replaced and all the Work disturbed thereby made good by Design-Builder at Design-Builder's Own Expense; or (2) District may exercise its option pursuant to Section 13.4, below, to accept such Work and adjust the Contract Sum.

13.3. GUARANTEE TO REPAIR PERIOD

13.3.1. Guarantee To Repair Period. Besides guarantees and warranties required elsewhere in the Contract Documents, Design-Builder guarantees the Work as provided herein below. The period of this guarantee, termed the "Guarantee To Repair Period," is for one (1) year commencing from the date of Final Completion of the Work or from Beneficial Occupancy for any portion of the Work, if used.

13.3.2. Repairs. Design-Builder shall do the following: (1) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee to Repair Period; and (2)
replace, repair, or restore to the District's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. The District or District’s Authorized Representative will give notice of observed Defective Work with reasonable promptness, and Design-Build shall promptly commence such correction, replacement, repair or restoration upon notice from the District or District’s Authorized Representative, but in no case later than ten (10) Days after email notice from District or mailing of such notice to Design-Build's last known address. Design-Build shall diligently and continuously prosecute such correction, replacement, repair, or restoration to completion. All Losses resulting from such Defective Work, including, without limitation, all costs of such correction, replacement, repair or restoration, additional testing, inspection and additional service fees and costs of the District’s Authorized Representative, Inspector of Record, specialty inspectors, Design Consultant, District Consultants or others whose services may be made necessary thereby, shall be paid for by Design-Build at Design-Build's Own Expense. Design-Build shall correct, replace, repair or restore the Work at such times as are acceptable to the District and in such a manner as to avoid, to the greatest extent practicable, disruption to the activities of the District or the staff, students, visitors, public and others on the Site. Ordinary wear and tear; abuse, or neglect are except from this guarantee. Design-Build shall notify the District in writing upon the completion of such correction, replacement, repair or restoration. The Guarantee to Repair Period for correction, replacement, repair, or restoration as provided by this Subparagraph shall be extended for one (1) year as to such Work commencing from the completion of such correction, replacement, repair, or restoration.

13.3.3. Dangerous Conditions. If immediate correction of Defective Work during the Guarantee To Repair Period is required for life, safety or the protection of property or if, in the opinion of the District, Defective Work creates a dangerous condition or requires immediate correction or attention to prevent further Loss to the District or to prevent interruption of operations of the District, the District or District’s Authorized Representative will attempt to give immediate notice to Design-Build. If Design-Build cannot be contacted or does not comply with District’s request for correction within a reasonable time as determined in the sole and absolute discretion of District or District’s Authorized Representative, then District, or the Separate Contractors under the District’s direction, may, notwithstanding any other provisions of this Article 13, proceed to make such corrections or provide such attention, and all costs associated with such correction or attention shall be paid by Design-Build at Design-Build’s Own Expense. Such action by District or District’s Authorized Representative will not relieve Design-Build of the guarantees provided in this Article 13 or elsewhere in the Contract Documents. Design-Build shall correct, replace, repair or restore to District’s satisfaction and at Design-Build’s own Expense any other parts of the Work and any other real or personal property that are damaged or destroyed as a result of such actions by District, District’s Authorized Representative or the Separate Contractors.

13.3.4. Removal. Design-Build shall promptly remove from the Site all the Work identified by the District or District’s Authorized Representative as Defective Work, whether incorporated or not and whether discovered before or after Substantial or Final Completion. If Design-Build either does not remove such Defective Work within ten (10) Days after email notice from District or mailing of notice from the District as provided in Paragraph 13.3.2, above, then the District may, without prejudice to other remedies, remove it and may store the material. The costs of such storage shall be paid by Design-Build at Design-Build’s Own Expense.

13.3.5. Sale. If Design-Build does not pay the expenses of the repair, correction or removal of the Defective Work and other Losses as required by Paragraphs 13.3.2 through 13.3.4, above, then within five (5) Days after notice by the District or District’s Authorized Representative, the District may sell any materials removed at auction or at private sale or otherwise dispose of such
materials and shall account for the net proceeds thereof, after deducting all costs and expenses incurred for removal or correction as provided in Paragraphs 13.3.2 through 13.3.4, above, and all costs of sale. If such net proceeds of sale do not cover the Losses for which Design-Builder is liable to the District, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due Design-Builder, or the remaining payments are insufficient to cover such deficiency, Design-Builder shall promptly pay the difference to the District.

13.3.6. Not a Limitation. Design-Builder’s obligations under this Article 13 are in addition to, and not in limitation of, its warranty under Section 3.5, above, and any other obligation, guaranty or warranty of Design Builder or any other third party under the Contract Documents. Nothing contained in this Article 13 shall be construed to shorten any periods of limitation with respect to other obligations of Design-Builder under the Contract Documents that are for longer specified periods. Establishment of the Guarantee to Repair Period relates only to the specific obligation of Design-Builder to correct the Work and in no way limits either Design-Builder’s liability for Defective Work or the time within which proceedings may be commenced to enforce Design-Builder’s obligations under the Contract Documents.

13.4. ACCEPTANCE OF NONCONFORMING WORK
Notwithstanding any other provisions of the Contract Documents to the contrary, the District shall have the option, exercised in its sole and absolute discretion after notice by District or District’s Authorized Representative to Design-Builder, in lieu of requiring that Defective Work be remedied or corrected, to reduce the Contract Sum to reflect the reduced value of the performance received by District. Such option shall be exercised solely by written notice to Design-Builder and shall not be implied from any act or omission by District or District’s Authorized Representative. If there are no remaining payments of the Contract Sum to be made to Design-Builder, or if the remaining payments and retention are insufficient to cover the amount of the reduction of the Contract Sum, Design-Builder shall promptly pay to District the amount of any such deficiency.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1. GOVERNING LAW
The interpretation and enforcement of the Design-Build Contract and other Contract Documents and of the performance by the parties there under shall, notwithstanding application of the principles of conflicts of laws, be governed by the laws of the State of California. The Superior Court for the County of Los Angeles shall have exclusive jurisdiction and venue over any legal proceedings arising out of or involving the interpretation or enforcement of, or other matters relating to, the Design-Build Contract, the other Contract Documents or the performance of the parties there under. Design-Builder and District waive any right to removal to federal court.

14.2. TIME OF ESSENCE
All time limits stated in the Contract Documents relative to Design-Builder’s performance of obligations under the Contract Documents are of the essence.

14.3. SUCCESSORS AND ASSIGNS
The Design-Build Contract and other Contract Documents shall be binding on successors, assigns and legal representatives of District and Design-Builder, respectively. Design-Builder shall not assign, sublet or transfer an interest in or claim under this Design-Build Contract without advance written approval of District, which approval may be granted or withheld by District in its sole and absolute discretion, and any assignment, subletting or transfer without written approval by District shall be deemed void from its inception. Any assignment, subletting or transfer, whether or not approved by District, will not release Design-Builder from any of its obligations under the Contract Documents to District. District shall have the right to assign, sublet or transfer its interest in or any claim under the Design-Build Contract upon written notice to Design-Builder.
14.4  WRITTEN NOTICE
Any notice from one party to the other or otherwise under the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall be deemed to have been duly served if served in the following manner or via email to or from the District’s Authorized Representative:

14.4.1 Notice to District. If notice is given to District, by personal delivery thereof to District and District’s Authorized Representative or by depositing same in United States mail, enclosed in a sealed envelope addressed to District at its address shown in the RFP Documents and to District’s Authorized Representative at his/her last known address, and sent by registered or certified mail with postage prepaid. District’s Authorized Representative may designate in writing where such notices shall be sent and changes to such designations by written notice to Design-Build’s project manager or superintendent.

14.4.2 Notice to Design-Builder. If notice is given to Design-Builder, by personal delivery thereof to Design Builder or to Design-Builder’s project manager or superintendent at the Site, or by depositing same in United States mails, enclosed in a sealed envelope addressed to Design-Builder at its last known address for its regular place of business and sent by registered or certified mail with postage prepaid. Design Builder may designate in writing where such notices shall be sent and changes to such designations by written notice to the District’s Authorized Representative.

14.4.3 Notice to Surety. If notice is given to the Surety, by personal delivery to the surety or by depositing same in United States mail, enclosed in a sealed envelope, addressed to the Surety at the address of the Surety shown in the applicable Performance Bond or Payment Bond (or, if none is shown, the last known address for the Surety), and sent by registered or certified mail with postage prepaid. The Surety may designate in writing where such notices shall be sent and changes to such designations by written notice to the District’s Authorized Representative and the Design-Builder’s project manager or superintendent at the site.

14.5 RIGHTS AND REMEDIES

14.5.1 District Rights. Rights and remedies available to the District under the Contract Documents are in addition to and not a limitation of District’s rights and remedies otherwise available under Applicable Laws.

14.5.2 Writing Required. Provisions of the Contract Documents may be waived by District only in writing signed by the District's Chief Facilities Executive or Deputy Chief Facilities Executive stating expressly that it is intended as a waiver of specified provisions of the Contract Documents. The District's Chief Facilities Executive or Deputy Chief Facilities Executive must consult with the District's Office of General Counsel prior to waiving any provision of the Contract Documents.

14.5.3 Subsequent Breach. A waiver by either party of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein whether of the same or a different character.

14.6 NO NUISANCE
Design-Builder shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of Work.

14.7 EXENT OF AGREEMENT
The Contract Documents represent the full and complete understanding of every kind or nature between the parties and all preliminary negotiations and prior representations, proposals and contracts, of whatever kind or nature, are merged herein and superseded hereby. No verbal agreement or implied covenant shall be held to vary the provisions of the Contract Documents. Any Modification of this Design Build Contract or the other Contract Documents will be effective only by written instrument signed by both District and Design-Builder.
14.8. NO THIRD-PARTY RIGHTS
Nothing contained in the Design-Build Contract or the other Contract Documents is intended to make any person or entity who is not a signatory to this Design-Build Contract a third-party beneficiary of any right of Design-Builder (including, without limitation, any right of Design-Builder to a benefit derived from, or to the enforcement of, an obligation assumed by District) that is expressly or impliedly created by the terms of the Contract Documents or by operation of Applicable Laws.

14.9. SEVERABILITY
Should any part, term, portion or provision of the Design-Build Contract or the other Contract Documents, or the application thereof to any party or circumstance, be held to be illegal, invalid or in conflict with Applicable Laws, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to any other party or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

14.10. PROVISIONS REQUIRED BY APPLICABLE LAWS
Each and every provision of law and clause required by Applicable Laws to be inserted in the Design-Build Contract or other Contract Documents shall be deemed to be inserted in the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or if inserted and requires correction, then upon request of either party these General Conditions shall forthwith be amended by the parties to the Design-Build Contract to make such insertion or correction.

14.11. SURVIVAL
All provisions of the Contract Documents that either expressly, or by their nature, require performance or assumption by Design-Builder of an obligation that extends beyond termination of the Design Contract or Final Completion of the Work, including, without limitation, Design-Builder’s obligations of, or relating to, indemnification, insurance, confidentiality, ownership of documents, retention and audit of books and records, warranties and guaranties and resolution of Claims shall be deemed to survive either termination of the Design-Build Contract or Final Completion of the Work.

14.12. FEDERAL/STATE GRANTS
In the event of a federal or state grant or other federal or state financing participation in the funding of the Project, Design-Builder shall, as required in connection with, or as a condition to, such federal or state grant or other federal or state financing participation, permit access to and grant the right to examine its books covering its services performed and expenses incurred under the Design-Build Contract or other Contract Documents and comply with all applicable federal or state agency requirements including, without limitation, those pertaining to work hours, overtime compensation, non-discrimination, and contingent fees. Design-Builder shall cause this provision to flow-down to all Subcontractors and Subconsultants, of any Tier.

14.13. PROHIBITED INTERESTS
Design-Builder agrees not to accept any employment or representation which will, or is likely to, make Design-Builder "financially interested" (as provided in California Government Code §§1090 and 87100, hereinafter "financially interested") in any decision made by District on any matter in connection with which Design-Builder has been retained in connection with the Project. Without limitation to the foregoing, transactions and interests prohibited by this Section 14.13 include the following: (1) no official or employee of District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become directly or indirectly financially interested in the performance of the Design-Build Contract or in any part thereof; (2) no officer, employee, architect, attorney, engineer, construction manager or inspector of or for District who is authorized in such capacity and on behalf of
District to exercise any executive, supervisory or other similar functions in connection with construction of the Project shall become directly or indirectly financially interested in the performance of the Design Build Contract or in any part thereof; and (3) Design-Builder shall receive no compensation hereunder, and shall repay District for any compensation received by Design-Builder hereunder, should Design Builder or any of the Subcontractors or Subconsultants aid, abet or knowingly participate in violation of this Section 14.13.

14.14. ASSIGNMENT OF ANTI-TRUST ACTIONS
California Public Contract Code §7103.5(b), which is hereby incorporated by this reference, provides: "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, contractor or the subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to contractor, without further acknowledgement by the parties."

Design-Builder for itself and all the Subcontractors and Subconsultants agrees to assign to District all rights, title and interest in and to all such causes of action Design-Builder and all the Subcontractors and Subconsultants may have under the Contract Documents. This assignment shall become effective at the time District tenders Final Payment to Design-Builder, and Design-Builder shall require assignments from all the Subcontractors and Subconsultants to comply herewith.

14.15. NO WAIVER
District's approval, acceptance, use or payment for any or part of Design-Builder's performance of the Work shall not in any way alter Design-Builder's obligations, or waive any of District's rights, under Contract Documents.

14.16. CONSENT TO PHOTOGRAPHING
Design-Builder is advised that District intends, from time to time, to take photographs, videotapes and/or motion pictures of the Work, and workers located on the Site and proximate settings. Design-Builder consents to the use of Design-Builder's name and likeness in instructional or training uses, news releases, advertising and/or publicity throughout the world in perpetuity, in all media now known or hereafter invented. Design-Builder shall include in its contracts with its Subcontractors and Subconsultants a consent by the Subcontractor or Subconsultants to the use of Subcontractor's or Subconsultant's name and the likenesses of its employees on the same terms as provided for herein applicable to such consent by Design-Builder.

ARTICLE 15 TERMINATION OR SUSPENSION

15.1. DISTRICT REMEDIES FOR DEFAULT

15.1.1. Event of Default. Each and any of the following shall be considered an Event of Design-Builder Default:

1. Design-Builder files a petition, or has filed against it a petition, for bankruptcy or is adjudged bankrupt;
2. Design-Builder makes a general assignment for the benefit of its creditors;
3. A receiver is appointed on account of Design-Builder's insolvency or Design-Builder becomes insolvent;
4. Design-Builder defaults, by failing or refusing to perform any obligation set forth in the Design-Build Contract, General Conditions or elsewhere in the Contract Documents (including, without limitation, the performance or installation of Defective Work), and thereafter: (1) fails to commence to cure such default within two (2) working days after
receipt of written notice of default; (2) if the default can be cured within three (3) Days, Design-Builder fails or refuses after commencing to cure in accordance with Clause (1) hereof to fully cure such default within three (3) Days after receipt of written notice of default; or (3) if the default cannot be fully cured within three (3) Days, Design-Builder fails after commencing to cure in accordance with Clause (1) hereof to diligently and continuously prosecute and fully cure such default within ten (10) Days after receipt of such written notice;

.5 Design-Builder fails or refuses to perform an obligation set forth in the Design-Build Contract, General Conditions or other Contract Documents that either (1) cannot be cured; or (2) cannot be cured within the 10-Day cure period set forth in Subparagraph 15.1.1.4, above;

.6 Failure by Design-Builder to timely submit a Post-Award Submittal in accordance with the requirements of the RFP Documents:

.7 Design-Builder's pre-qualification status has been revoked or cancelled for any for the reasons for which such revocation or cancellation is permitted under the terms of the Pre-Qualification Documents or District policy;

.8 the occurrence of a claim upon any security (including, without limitation, any letter or credit or guaranty) provided by District at the request of Design-Builder or a Subcontractor prior to Award to assist Design Builder or a Subcontractor in obtaining credit, financing or bonding needed: (1) to qualify for Award of the Design-Build Contract; or (2) to meet its obligations under the Contract Documents;

.9 the default of Design-Builder, or any Subcontractor, receiving assistance under the Surety Bond to comply with its obligations under the Surety Bond; or

.10 a breach of any other agreement between District and Design-Builder as provided in Paragraph 15.1.9, below.

15.1.2. District's Remedies. Without limitation to the District's other rights or remedies under the Contract Documents or Applicable Laws, if there is an Event of Design-Builder Default, District shall have the right to exercise any one or more of the following remedies:

.1 Take Over Work. District may without terminating the Design-Build Contract and without incurring any additional liability or responsibility to Design-Builder (including, without limitation, any obligation to agree to a Contract Adjustment for any portion of the taken-over or non-taken-over Work), take over and perform, or engage others to perform, all or a portion of the Work.

.2 Suspend Work. District may, without terminating the Design-Build Contract and without incurring any additional liability or responsibility to Design-Builder (including, without limitation, any obligation to agree to a Contract Adjustment for any portion of the suspended or non-suspended Work), suspend Design Builder's performance of all or a portion of the Work for as long a period of time as the District determines, in its sole discretion, is appropriate.

.3 Termination. District may, without incurring any additional liability or responsibility to Design-Builder, terminate the Design-Build Contract, the Work or any portion thereof.

.4 Surety. If there is an Event of Design-Builder Default pursuant to any of Subparagraphs 15.1.1.1 through 15.1.1.9, above, District may, with or without terminating the Design-Build Contract and without incurring any additional liability or responsibility to Design-Builder or Surety (including, without limitation, any obligation to agree to a Contract Adjustment), exercise its rights under the Performance Bond furnished by Design-Builder by giving Surety ten (10) Days' written notice of demand to
perform; provided, however, that if the Surety fails, within seven (7) Days after receipt by Surety of written demand, to deliver to the District and District’s Authorized Representative written notice of its unconditional intention to perform or does not commence performance of the Work within ten (10) Days from receipt of such notice of demand, the District may, at Design-Builder’s Own Expense and/or the expense of the Surety, and with or without terminating the Design-Build Contract, proceed to complete the Work by any other means District deems expedient. By executing its Performance Bond incorporating the terms of the Design-Build Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this Paragraph 15.1.2 as constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond. Neither delivery by Surety of such written notice of unconditional intention to perform nor its timely performance of the Work in accordance with the terms of the Contract Documents and Performance Bond shall constitute waiver by Surety of any rights it may have under the Performance Bond and Applicable Laws to limit Its liability to the penal amount of the Performance Bond.

15.1.3. Notice and Opportunity to Cure. District may terminate this Design-Build Contract without notice or opportunity to cure if, in District’s reasonable opinion after a careful investigation and deliberation, any of the reasons for termination exist under Section 15.1.1, which in District’s reasonable judgment are not curable, including repeated or persistent failure to abide by the requirements of the Contract Documents. Providing Design-Builder with a notice and an opportunity to cure does not constitute a waiver and does not give rise to estoppels as to District’s right to subsequently conclude that the reasons for termination are not curable.

15.1.4. Design-Builder Tools, Equipment. Upon District’s exercise of one or more of its remedies following an Event of Design-Builder Default, District shall have the right, but not the obligation, to perform or complete all or any portion of the Work using any means that District may deem expedient, including, without limitation, taking possession and utilization of any or all of the materials, equipment, appliances, tools, plant and other property not owned by Design-Builder that are on the Site for District’s use in performing the Work.

15.1.5. Design-Builder Obligations. Upon exercise by District of its remedies following an Event of Design-Builder Default, Design-Builder shall, unless District directs in writing otherwise, do the following:

.1 immediately discontinue performance of the Work to the extent specified in writing by District or District’s Authorized Representative;
.2 remove no materials, equipment or tools (other than those owned by Design-Builder and not necessary for performance of a portion of the Work not terminated or discontinued) from the Site unless directed to do so by District or District’s Authorized Representative and take all actions necessary or appropriate, or that the District or District’s Authorized Representative may direct in writing, for the protection and preservation of the Work, any materials, equipment or tools at the Site and any materials or equipment in transit to the Site;
.3 place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for Design-Builder to continue performance of such portion, if any, of the Work that is not discontinued or terminated by District in its written notice;
.4 provide to the District and District’s Authorized Representative, in writing, no later than two (2) Days after request by District or District’s Authorized Representative, a statement listing or providing: (1) all subcontract agreements, purchase orders and
contracts that are outstanding, as well as any change orders, amendments and modifications thereto; (2) the status of invoicing, payments and balance owing under each such subcontract agreement, purchase order and contract; (3) the status of performance and any claims asserted under each such subcontract agreement, purchase order and contract; and (4) providing such other information as the District or District’s Authorized Representative may determine to be necessary in order to decide whether to accept assignment of any such subcontract agreement, purchase order or contract;

.5 promptly following and in accordance with District's or District’s Authorized Representative's written direction: (1) assign to the District or its designee those subcontract agreements, purchase orders or contracts, or portions thereof, that the District elects to accept by assignment; (2) cancel, on the most favorable terms reasonably possible, any subcontract agreement, purchase order or contract, or portion thereof, that the District does not elect to accept by assignment; and (3) if requested by District, settle, with the prior written approval of District of the terms of settlement, outstanding liabilities to Subcontractors and Subconsultants with respect to the Work terminated or discontinued;

.6 not terminate any insurance required by the Contract Documents;

.7 thereafter continue only such performance as may be directed by District or District’s Authorized Representative;

.8 deliver to the District or District’s Authorized Representative the documents required to delivered pursuant to Paragraph 1.4.6, above; and

.9 the option of District, exercisable in its sole discretion, and written request of District or District’s Authorized Representative, deliver to the District, and transfer title to the District of, any completed items, materials, products, equipment or other unincorporated parts of the Work that have not been previously delivered to the Site.

15.1.6. Accounting and Payment

.1 Full Termination or Discontinuance.

(1) Further Payment. In the event of an exercise by District of any of its remedies following an Event of Design-Builder Default that results in a termination or discontinuance of the entire Work, then no further payment shall be due to Design-Builder for the Work until an accounting has been conducted in accordance with this Paragraph 15.1.6.

(2) Time for Accounting. Within forty-five (45) Days after Final Completion of the work by Design-Builder, Surety, District or others at request of District or District’s Authorized Representative, an accounting shall be made pursuant to this Paragraph 15.1.6 of the amount due to Design-Builder or District.

(3) Payment Amount. If, based on the accounting conducted pursuant to this Paragraph 15.1.6, the DesignBuilder Amount exceeds the District Amount, then the difference shall be paid by District to Design Builder within fifteen (15) Days after demand by Design-Builder following completion of such accounting. If the District Amount exceeds the Design-Builder Amount, then the difference shall be paid by Design Builder to District within fifteen (15) Days after demand by District or District’s Authorized Representative following completion of such accounting. Payment by Design-Builder of the amount due to District pursuant to such accounting shall not be construed as a release of Design-Builder’s obligation to District for, or District’s right to recover from Design-Builder, any Losses, of any kind whatsoever, not part of the calculation of the District Amount (including, without limitation, additional Losses related to
circumstances that formed the basis for calculation of the District Amount) that may be then or thereafter owing to or recoverable by District under Applicable Laws or the Contract Documents.

(4) **Design-Builder Amount.** The Design-Builder Amount used as the basis for payment pursuant to the accounting under this Paragraph 15.1.6 shall be calculated as follows:

(a) take one of the following, as applicable:

(i) if the Design-Build Contract is terminated prior to completion of the Final Construction Documents, then take a portion of the Design Fee based on a percentage of completion achieved that is calculated in a manner consistent with the percentages set forth in Subparagraph 9.4.1.1 of the General Conditions

(ii) if the Design-Build Contract is terminated after completion of Final Construction Documents he full amount of Design Fee;

(b) if the Design-Build Contract is terminated after completion of Final Construction Documents, then add thereto the product derived by multiplying (i) the difference of the Contract Sum less the Design Fee by (ii) the District's Good .Faith Determination of the percentage of the work properly performed by Design-Builder and (i) in permanent place, (ii) previously fabricated and delivered to the Site or (iii) fabricated and en route for delivery to the Site and delivered to the Site within a reasonable time after Design-Builder's receipt of such written notice;

(c) subtract therefrom all amounts previously paid by District to Design-Builder or to Subcontractors or Subconsultants.

(5) **District Amount.** The District Amount used as the basis for payment pursuant to the accounting under this Paragraph 15.1.6 shall be calculated based on the sum of all past, present and future Losses to District resulting or reasonably certain to result, directly or indirectly, from any or all of the following: (a) any negligence, willful misconduct, Defective Work on the part of Design-Builder or any Subcontractor or Subconsultant, or failure to comply with the Contract Documents; (b) any Event of Design-Builder Default, whether or not constituting the basis of the District’s termination or discontinuance; (c) the District's exercise of its rights and remedies under and in accordance with the Contract Documents or Applicable Laws following the occurrence of an Event of Design-Builder Default; and (d) the payment by District of amounts to Design-Builder or any Subcontractor or Subconsultant that were not owing to Design-Builder or that were in excess of the amount to which Design-Builder was entitled under the Contract Documents.

.2 **Partial Termination or Discontinuance.** In the case of an exercise by District of its remedies for an Event of Design-Builder Default that results in a discontinuance or termination of only a portion of the Work, then the Contract Sum and Contract Time shall be adjusted under the provisions of Article 7 and Article 8, above, applicable to Deleted Work. Design-Builder shall thereafter continue to be paid for its performance of the other portions of the Work in accordance with the terms of the Contract Documents, less any amounts that District is entitled to withhold on account of any Loss resulting or
threatened as a result of Design-Builder's default.

.3 Exclusive Compensation. Design-Builder agrees to accept such amounts, if any, as allowed under this Paragraph 15.1.6 as its sole and exclusive compensation in the event of an exercise by District of its remedies permitted by the Contract Documents or Applicable Laws following an Event of Design-Builder Default.

15.1.7. Surety. Without limitation to any of the District's other rights or remedies under a Performance Bond furnished by Design-Builder, Contract Documents or Applicable Laws, the District has the right to suspend, take over or terminate the performance of the Work by Surety in the event of any of the following: (1) failure of Surety or its contractors to begin the Work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (2) abandonment of the Work by Surety or its contractors; (3) if at any time the District makes a Good Faith Determination that the Work is unnecessarily or unreasonably delayed by Surety or its contractors; (4) violation by Surety or its contractors of any terms of the Contract Documents, Performance Bond or Applicable Laws; or (5) failure by Surety or its contractors to follow instructions of the District or District’s Authorized Representative for performance of the Work or for performance of the Work within the Contract Time. By executing its Performance Bond incorporating the terms of the Design-Build Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this Paragraph 15.1.7 as constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond.

15.1.8. Conversion. In the event a termination for cause by the District is adjudged by a court in accordance with the Contract Documents to have been wrongful, such termination shall be deemed converted to a termination for convenience pursuant to Section 15.3, below, in which case Design-Builder agrees to accept such amount, if any, as permitted by Paragraph 15.3.3, below, as its sole and exclusive compensation and agrees to waive any right to recovery of any other compensation or Loss, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity or other consequential, direct, indirect or incidental damages, of any kind.

15.1.9. Substantial Performance Waived. The legal doctrine that a contractor may recover for substantial performance of a building contract is to have no application to the Design-Build Contract. Any Event of Design-Builder Default, whether occurring before or after the Work is Substantially Completed, shall be deemed material and shall give rise to the right of District to exercise its remedies permitted under the Contract Documents or Applicable Laws.

15.1.10. Set Off. Design-Builder agrees that District shall have the right, without the necessity of a prior judgment by a court of law, to set off against amounts owing to Design-Builder under the Design-Build Contract any Loss that District suffers as a result of a breach by Design-Builder of any other agreement between Design-Builder and District, whether or not such agreement is related or unrelated to the Project.

15.1.11. Rights Cumulative. All of District's rights and remedies under the Contract Documents are cumulative, and shall be in addition to and not a limitation upon those rights and remedies available under Applicable Laws.

15.1.12. Materiality. Designation in the Contract Documents of certain defaults as "material" shall neither be construed as implying that other defaults not so designated are not material nor as limiting District's right to terminate or exercise its other rights or remedies for default to only material defaults.

15.1.13. District Action. No termination or action taken by District after termination shall prejudice any rights or remedies of District provided by Applicable Laws or by the Contract Documents, including, without limitation, the right of District to proceed against Design-Builder
to recover all Losses suffered by reason of Design-Builder’s default.

15.2. SUSPENSION BY DISTRICT FOR CONVENIENCE

15.2.1. Suspension Order. Without limitation to the District’s rights under Section 15.1, above, District may, at any time and from time to time, without the occurrence of any Event of Design-Builder Default or other cause, order Design-Builder, in writing, to suspend, delay or interrupt performance of the Work, in whole or in part. Upon receipt of such an order, Design-Builder shall comply with its terms and take all reasonable steps to minimize additional costs that are incurred applicable to the portion of the Work suspended, delayed or interrupted by District.

15.2.2. Resumption. If an order issued by the District pursuant to this Section 15.2 is canceled or expires, DesignBuilder shall resume and continue with the previously suspended portion of the Work. In such event, Design Builder shall be entitled to a Contract Adjustment for additional Allowable Costs necessarily caused by such suspension and compensation allowed under the Contract Documents for Compensable Delay; provided, however, that no such Contract Adjustment shall be made: (1) to the extent that performance either is, was or would have been so suspended, delayed or interrupted by another cause for which Design-Builder or any of the Subcontractors or Subconsultants is responsible or for which Design Builder would not be entitled to a Contract Adjustment; (2) to the extent that a Contract Adjustment on account thereof is made or denied under another provision of the Contract Documents; or (3) for any general or specific escalation in prices of the Work.

15.2.3. Limitation. The provisions of this Section 15.2 shall not apply unless a written order is issued by District pursuant to this Section 15.2.

15.3. TERMINATION BY DISTRICT FOR CONVENIENCE

15.3.1. District to Terminate for Convenience. Without limitation upon any of District’s other rights or remedies under the Contract Documents or Applicable Laws, District shall have the option, at its sole discretion and without the occurrence of any Event of Design-Builder Default or any other cause, to terminate the Design Build Contract or Work, in whole or in part, by giving five (5) Days written notice to Design-Builder.

15.3.2. Design-Builder Obligations. Upon receipt of notice of termination for convenience pursuant to this Section 15.3, Design Builder shall, unless such notice directs otherwise, comply with all of the provisions of Paragraph 15.1.4, above.

15.3.3 Design-Builder Compensation. Following termination without cause pursuant to this Section 15.3 and within sixty (60) Days after receipt of a complete and timely Application for Payment from Design-Builder, an accounting shall be conducted in accordance with the process set forth in Paragraph 15.1.6, above. In such event, the amount due to Design-Builder shall be the Design Builder Amount as calculated in the same manner provided for in Paragraph 15.1.6, above, except that there shall be added to the calculation of the Design Builder Amount an amount for: (1) the reasonable, actual and direct Allowable Costs incurred and paid by Design-Builder (and not Subcontractors or Subconsultants) for (a) demobilizing Design-Builder’s facilities from the Site, and (b) Design-Builder’s administering the close out of its participation in the Project for a period of no longer than fifteen (15) Days; plus (2) a markup to Design Builder on the Design Builder’s Allowable Costs Incurred under Clause (1) of the first sentence of this Paragraph that is based on the percentage for Allowable Markup that Design-Builder is permitted to charge pursuant to Article 7, above, for Compensable Changes involving Extra Work that is self-performed by Design-Builder.

15.3.4. Exclusive Compensation. Design-Builder agrees to accept the compensation allowed under Paragraph 15.3.3, above, as its sole and exclusive compensation in the event of a termination by District for convenience and waives any claim for Loss related to District’s
termination for convenience, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect, or incidental damages, of any kind.

15.3.5. Subcontractors, Subconsultants. Design-Builder shall include provisions in all of its subcontracts, purchase orders and other contracts with the Subcontractors and Subconsultants permitting termination for convenience by Design-Builder on terms that are consistent with, and that afford no greater rights of recovery against Design-Builder for termination than are afforded to Design-Builder under, this Section 15.3.

15.4. WARRANTIES
All obligations of Design-Builder and the Subcontractors and Subconsultants under the Contract Documents with respect to warranties and guarantees of the Work will continue in force and shall apply, notwithstanding a termination or other discontinuance of the Work by District pursuant to an exercise of its rights under this Article 15, to any portion of the Work that at the time of such termination or discontinuance has been completed or partially completed by Design Builder to the point that it is substantially ready (exclusive of any incidental work that may be needed to connect such portion to other Work or Existing Improvements or to energize such portion of the Work for operation) for use or occupancy by District.

ARTICLE 16 NON-DISCRIMINATION

16.1. NON-DISCRIMINATION IN SERVICES

16.1.1. Design-Builder must, in accordance with Applicable Laws, not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. For the purpose of this Section 16.1, discrimination in the provision of services may include, but is not limited to the following:

.1 Denying any person any service or benefit or the availability of a facility.
.2 Providing any service or benefit to any person which is not equivalent to, or is in a non-equivalent manner or at a non-equivalent time from, that provided to others.
.3 Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service.
.4 Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
.5 Treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.

16.1.2. Design-Builder shall ensure that services are provided without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

16.1.3. Design-Builder shall establish and maintain written procedures under which any person applying for, performing or receiving services hereunder, may seek resolution from Design-Builder of a complaint with respect to any alleged discrimination. Such persons shall be advised by Design-Builder of these procedures. A copy of such procedures shall be posted by Design-Builder in a conspicuous place, available and open to the public, in each of Design-Builder's facilities where services are provided hereunder.

16.2. NON-DISCRIMINATION IN EMPLOYMENT

16.2.1 Design-Builder must, in accordance with Applicable Laws, not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. Without limitation to any other provisions of this Section 16.2, in the performance of the obligations under the Contract Documents, Design-Builder and the Subcontractors and Subconsultants shall comply with all
applicable provisions of the California Fair Employment Practices Act (California Government Code §§12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§2000e - 217), whichever is more restrictive. Design-Builder and the Subcontractors and Subconsultants shall ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws. Such shall include, but not be limited to, the following:

1. Employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

2. Selection for training, including apprenticeship.

16.2.2. Design-Builder agrees to post in conspicuous places in each of Design-Builder’s facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Section 16.2.

16.2.3. Design-Builder shall, in all solicitations or advertisements for employees placed by or on behalf of Design Builder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws.

16.2.4. Design-Builder shall send to each labor union, or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or the workers' representative of Design-Builder's commitments under this Section 16.2.

16.2.5. Design-Builder certifies and agrees that it will deal with the Subcontractors, Subcontractors, bidders and vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of Applicable Laws.

16.2.6. In accordance with Applicable Laws, Design-Builder shall allow duly authorized representatives of the District, State, and Federal government access to its employment records during regular business hours in order to verify compliance with the provisions of this Section 16.2. Design-Builder shall provide such other information and records as such representatives may require in order to verify compliance with the provisions of this Section 16.2.

16.2.7. If District finds that any of the provisions of this Section 16.2 have been violated by Design-Builder or any of the Subcontractors or Subconsultants, such violation shall constitute a material breach of the Design Build Contract for which District may cancel, terminate or suspend the Design-Build Contract. While District reserves the right to determine independently that the anti-discrimination provisions of the Design-Build Contract have been violated, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Design-Builder or the Subcontractor or Subconsultant has violated State or Federal anti-discrimination laws shall constitute a finding by District that Design-Builder or the Subcontractor or Subconsultant has violated the provisions of this Section 16.2.

16.2.8. Design-Builder hereby agrees that it will comply with §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and similar Applicable Laws relating to employment of or access to persons with disabilities, all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Design-Builder receiving Federal Financial Assistance.

END OF GENERAL CONDITIONS
Los Angeles Unified School District

Amended and Restated Contract & Contract

General Conditions

Roosevelt High School Comprehensive Modernization Project
AMENDED AND RESTATED DESIGN-BUILD CONTRACT BETWEEN

DISTRICT AND DESIGN-BUILDER

THIS AMENDED AND RESTATED DESIGN-BUILD CONTRACT BETWEEN DISTRICT AND DESIGN BUILDER ("Design-Build Contract") is entered into and effective on this 27th day of April 2018 by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT ("District") and SWINERTON BUILDERS, a Corporation ("Design-Builder").

RECITALS

A. District and Design-Builder entered into that certain Design-Build Contract dated October 10, 2017 regarding the Work for the proposed project (the "Original Design-Build Contract").

B. District and Design-Builder now desire to amend and restate the Original Design-Build Contract as set forth below. Upon the execution and delivery of this Amended and Restated Design-Build Contract, this Amended and Restated Design-Build Contract shall be deemed to constitute an amendment and restatement of the Original Design-Build Contract, and this Amended and Restated Design-Build Contract shall supersede and replace the Original Design-Build Contract in its entirety. For ease of reference, attached as Exhibit A is a redline version of the Original Design-Build Contract that shows all changes made thereto by this Amended and Restated Design-Build Contract.

C. The parties, for services in connection to the Project, are identified below:

OWNER:
LOS ANGELES UNIFIED SCHOOL DISTRICT
333. South Beaudry Avenue
Los Angeles, California 90017

DESIGN-BUILDER:
SWINERTON BUILDERS
865 South Figueroa Street, Suite 3000
Los Angeles, California 90017

PROJECT:
ROOSEVELT HIGH SCHOOL COMPREHENSIVE MODERNIZATION PROJECT
456 S. Mathews Street
Los Angeles, California 90033

In consideration of the mutual covenants and obligations contained herein, District and Design-Builder agree as set forth herein.
CONDITIONS OF
THE AMENDED AND RESTATED DESIGN-BUILD CONTRACT

| ARTICLE 1  | SCOPE OF WORK          |
| ARTICLE 2  | STANDARD OF PERFORMANCE|
| ARTICLE 3  | CONTRACT TIME          |
| ARTICLE 4  | CONTRACT SUM           |
| ARTICLE 5  | REQUIRED MEETING ATTENDANCE|
| ARTICLE 6  | DESIGN AND CONSTRUCTION PHASE RESPONSIBILITIES|
| ARTICLE 7  | TERMINATION/SUSPENSION FOR CONVENIENCE|
| ARTICLE 8  | ELECTRONIC DATA        |
| ARTICLE 9  | MISCELLANEOUS          |
| ARTICLE 10 | LEVELS OF AUTHORITY    |
| ARTICLE 11 | ENUMERATION OF CONTRACT DOCUMENTS|
| ARTICLE 12 | FINGERPRINTING         |
| ARTICLE 13 | KEY STAFF              |
1. **ARTICLE 1 SCOPE OF WORK**

1.1. Design-Builder shall execute the entire Work called for by the Contract Documents and reasonably inferable from the Contract Documents, except to the extent, if any, expressly and specifically enumerated in the Contract Documents to be the responsibility of District or another Project Team member retained or to be retained by District. District reserves the right in its sole discretion to modify the Scope of Work and/or remove any work from the Scope of Work for Design-Builder and assign this work or any portion of the Work to others. Notwithstanding anything to the contrary in this Contract, the General Conditions, the Supplemental Conditions or any other of the Contract Documents, before District's Board of Education (Board) takes action on whether to certify an Environmental Impact Report (EIR) for the proposed project under the California Environmental Quality Act (CEQA, California Public Resources Code §§ 91000 et seq.) and whether to approve the proposed project, and before District issues a Notice to Proceed with Construction of any increment, phase or portion of Construction under Section 3.5 hereof, the following shall apply: (a) District, acting on behalf and at the direction of Board, shall have the sole and absolute discretion to: (i) modify the proposed project and any aspect of the Scope of Work, including, but not limited to, project Design and any demolition, excavation, grading or other construction, as District as a lead agency may deem necessary or advisable to comply with CEQA, (ii) identify and select feasible measures to mitigate significant environmental impacts the proposed project may cause, (iii) identify and select feasible project alternatives to avoid or mitigate such significant environmental impacts, (iv) balance the benefits of the proposed project against any of its significant environmental impacts if such impacts cannot otherwise be avoided, and/or (v) determine not to proceed with the proposed project; (b) the preparation of a design of the proposed project that enables District to provide a project description to conduct a review of the proposed project under CEQA has been prepared and relied upon by District in conducting this review; (c) all services that District authorizes Design Builder to undertake before District issues a Notice to Proceed with Construction of any increment, phase or portion of Construction under Section 3.5 hereof shall constitute the only portion of the Scope of Work as to which District and Design-Builder shall have enforceable rights and obligations hereunder; (d) no excavation, grading, demolition or other construction regarding the proposed project shall occur. This Contract, the General Conditions, the Supplemental Conditions and all other Contract Documents in their entirety shall be subject to the terms and conditions of this Section 1.1. Notwithstanding anything to the contrary in this Contract, the General Conditions, the Supplemental Conditions or any other of the Contract Documents, Design-Builder shall be entitled to an adjustment or increase to the Contract Price, the Contract Time, and the Milestones established in Specification 01 1219 if Design-Builder demonstrates in writing, subject to District’s written approval of such an adjustment or increase which shall not be unreasonably withheld or delayed, that a change to the design or schedule included in Design-Builder’s Proposal was caused by actions District takes to comply with CEQA.

1.2 Subject to the terms and conditions of Section 1.1. hereof and as the proposed project may be changed or not approved by Board consistent therewith, the proposed project is located at Roosevelt High School and will include, but is not limited to the following (collectively, “Elements,” individually, “Element”):

1.2.1 Demolition of the following facilities:

1.2.1.1 Auditorium and Classroom building
1.2.1.2 Music building
1.2.1.3 Industrial arts classroom building
1.2.1.4 East classroom building
1.2.1.5 Physical Education building
1.2.1.6 Lunch shelter
1.2.1.7 Auto service
1.2.1.8 Maintenance and Operations building
1.2.1.9 Approximately 22 classrooms and offices located in relocatable buildings
1.2.1.10 Approximately 8 classrooms in modular buildings
1.2.1.11 School-site utility building

1.2.2 New classroom buildings consisting of general classrooms, administration, science labs, special education spaces, specialty classrooms, and associated storage and support spaces;

1.2.3 New gymnasium building consisting of a main and a practice gymnasium space, locker/shower rooms, coaches offices, weight room, fitness, aerobics and associated support spaces;

1.2.4 New performing Arts Center with Auditorium, music, choral dance space and drama rooms;

1.2.5 New wellness clinic consisting of medical, mental and dental offices;

1.2.6 Improvements for programmatic access;

1.2.7 New parking lot(s);

1.2.8 ITD convergence and interior/exterior improvements.

1.2.9 New outdoor athletic spaces, including a practice field and new tennis and basketball hard court areas;

1.2.10 Landscape and hardscape

1.2.11 Utilities infrastructure upgrades and replacement;

1.2.12 American with Disabilities Act (ADA), Division of State Architect (DSA), California Environmental Quality Act (CEQA), Department of Toxic Substances Control (DTSC), and any other required improvements or mitigations to ensure compliance with Local, State and/or Federal facilities and traffic requirements;

1.2.13 Utility agency approvals and connections; and

1.2.14 Coordinating Owner furnished furniture and equipment (FF&E).

1.3 General Summary: This scope of work is a general summary of the Work and is not meant to limit Design–Builder’s obligations under the Contract Documents, including without limitation the Scope of Work as defined in the RFP Documents.

2. ARTICLE 2 STANDARD OF PERFORMANCE

2.1. In addition to and without limiting Design–Builder’s other obligations under the Contract Documents, and subject to the terms and conditions of Section 1.1 hereof, Design–Builder shall, at all times in its performance of its obligations under the Contract Documents, conform to the following general standards of performance:

2.1.1. Comply with the requirements of the Contract Documents;

2.1.2. Comply with Applicable Laws and perform in accordance with the requirements of the DSA;

2.1.3. Conform to the standard of care applicable to those who provide and are experienced in providing design–build professional services and construction of the type called for by this Design–Build Contract for projects of a scope and complexity comparable to the Project;

2.1.4. Furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and
2.1.5. Apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the District and within the limitations of the Contract Sum and Contract Time.

2.1.6. All design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. And with the usual and customary professional standards of skill, care, diligence and timeliness applicable to architects, engineers and other design professionals who regularly perform similar services on projects of similar nature, size and complexity to the Project.

3. ARTICLE 3 CONTRACT TIME

3.1. **Notice to Proceed With Preliminary Design.** The Contract Time for completion of the Work shall be measured from the Notice to Proceed with Preliminary Design consistent with the terms and conditions of Section 1.1 hereof. Within thirty (30) days after issuance of Notice to Proceed With Preliminary Design or as otherwise agreed to by District, District and Design–Builder shall make reasonable and good faith efforts to complete the Preliminary Design Requirements as follows:

3.1.1. Not used.

3.1.2. Design–Builder shall complete its field verification and investigation of the Site and the Reference Documents, including as built documents for Existing Improvements, if any, and any other information provided by District. Design–Builder shall not be required to verify or independently investigate Non-Verified Information which the District agrees Design–Builder may reasonably rely upon. Non-Verified Information consists of the reports specifically identified by District as Non-Verified Information in Article 11.1.8. Within 30 days after issuance of the Notice to Proceed with Preliminary Design or as otherwise agreed upon by District, Design–Builder shall execute an Acceptance of Field Conditions in a form to be provided by District, which shall not include any exclusions or reservations by Design–Builder. If Design–Builder believes that destructive testing or other testing or further investigation is needed prior to execution of this form, Design–Builder shall request approval from District as soon as practicable and, in all events, sufficiently far in advance to enable the testing and results to be completed and evaluated in sufficient time for Design–Builder to execute the Acceptance of Field Conditions within 30 days after Notice to Proceed with Preliminary Design. Design–Builder shall coordinate with District to accommodate current uses of the Existing Improvements and the Site in connection with any further investigation or testing unless otherwise agreed to by the District. Design–Builder shall complete any additional testing or investigation with no increase in the Contract Price or Contract Time. Execution of the Acceptance of Field Conditions by Design–Builder shall not waive Design–Builder’s right to relief for a Differing Site Condition as defined, and to the extent permitted, in the General Conditions.

3.1.3. Not used.

3.2. **Notice to Proceed With Design.** Subject to the terms and conditions of Section 1.1 hereof, a Notice to Proceed with Design shall be issued(ii) after District has approved any proposed modifications or revisions to the Project Criteria in the RFP Documents for the Project; (iii) after District has approved the Phasing Plan proposed by Design–Builder; and (iv) after Design–Builder has executed the Acceptance of Field Conditions using the form to be provided by District. Design–Builder shall not be entitled to a time extension for any delays.
in completing the Work required in Paragraphs 3.1.1, 3.1.2 and/or 3.1.3 and Design–Builder may not proceed with any other Work until and unless a Notice to Proceed with Design is issued by District or as otherwise approved by District subject to the terms and conditions of Section 1.1 hereof. Notice to Proceed with Design shall authorize commencement of design of all of the Elements within the Scope of Work set forth in Article 1 hereof, as the same may be modified by District pursuant to this Section and Section 1.1.

3.3. NOT USED.

3.4. Completion of Design and DSA Approval. Subject to and in accordance with the terms and conditions of Section 1.1, Design Builder shall: (i) complete the design and Final Construction Documents in accordance with the proposed project as approved by Board and with the Design–Build Schedule and Phasing Plan approved by District and the District’s Project Criteria. Design–Builder is responsible for completing the designs and submitting them to DSA in a timely fashion in order to obtain DSA approval and complete all of the Work prior to the Beneficial Occupancy Milestone Dates and Project Substantial Completion Date. All Work is to be performed in accordance with the requirements of the DSA and the Design–Builder shall be solely responsible for obtaining all approvals from DSA at no additional cost to District. Design Builder is responsible for determining number, content and timing and schedule of DSA submissions. Design Builder shall obtain acceptance by DSA and approval from the District of the number and content of these submissions. Design–Builder shall be solely responsible for any delays or other impacts arising from making separate submittals to DSA for different portions of the Work. If any single submittal is made and, through no fault of Design–Builder, the DSA Review Time exceeds 180 days, Design Builder shall be entitled to a time extension but no compensation, including no right to additional General Condition Costs, escalation, Design Fee or extended overhead costs. DSA Review Time is defined as beginning on the date in the Notice of Progress letter from DSA indicating acceptance and completeness of submittal for plan review purposes, through the receipt of DSA plan check correction set. Design–Builder shall not be entitled to a time extension if the DSA requires more than two re–submittals by Design–Builder or if any excess DSA Review Time is caused by incomplete, inaccurate or otherwise inadequate submittals or failure of Design–Builder to properly manage the DSA approval process in accordance with the approved Phasing Plan.

3.5. Notice to Proceed With Construction. Subject to and in accordance with the terms and conditions of Section 1.1 hereof, District may issue a Notice to Proceed with Construction of any Element, increment, phase or portion of Construction only if Board has first certified the EIR for the proposed project after completing its CEQA review, and approved the proposed project, including any changes to the proposed project and its design that Board may make as a result of these actions in its sole and absolute discretion. No physical demolition, excavation, grading or other construction at the Site shall commence prior to: (a) Board certification of the EIR for the proposed project after completing its CEQA review; (b) Board approval of the proposed project, including any changes to the proposed project and its design that Board may make as a result of these actions in its sole and absolute discretion; (c). District’s issuance of a Notice to Proceed with Construction of any Element, increment, phase or portion of Construction; and (d) the date fixed in the Notice to Proceed with Construction. District may issue a single Notice to Proceed with Construction for the entire Project or separate notices for different Elements or other portions of the Work. No construction or alteration shall commence for any Work prior to receipt of the written approval of the applicable plans for the Work from DSA and any other applicable required permits or approvals. Unless otherwise provided by District, Design–Builder shall be responsible for obtaining all required approvals and permits. As another condition
precedent to Notice to Proceed with Construction, Design–Builder must also: (1) submit and obtain District approval of any changes to the proposed Phasing Plan; (2) obtain the required payment and performance bonds; (3) and maintain all required insurance in accordance with the terms of the Contract Documents.

3.6. **The Work shall be completed as follows, subject to and in accordance with the terms and conditions of Section 1.1 hereof:**

3.6.1. **Design.** Design–Builder shall complete the Final Construction Documents sufficiently and far enough in advance to achieve the Beneficial Occupancy Milestone Dates for each phase of the Project and the Project Substantial Completion Date in accordance with the Contract and the Design–Build schedule approved by District’s Representative.

3.6.2. **Construction and Substantial Completion.** Design–Builder shall achieve the Project Substantial Completion Date within 1853 days after issuance of Notice to Proceed with Preliminary Design and shall achieve the Beneficial Occupancy Milestones specified in Section 01 1219. Design–Builder shall achieve Final Completion of the Work not later than 60 Days after achieving Substantial Completion of the Work.

3.6.3. **Project Certification.** Design–Builder shall achieve Project Certification on the Work as expeditiously as reasonably practicable and no later than 60 days after Final Completion. For work submitted in multiple packages to DSA, Certification of any DSA Application shall be achieved no later than 60 days after District takes Beneficial Occupancy of the work in that DSA Application.

3.6.4. **Project Commissioning.** The District will appoint a Commissioning Agent and provide the Owner’s Project Requirements (OPR) template and District Commissioning Guide. The Design Builder shall in coordination District-Appointed Commissioning Agent maintain and update the OPR and Basis of Design at each design phase submittal. Prior to the District taking Beneficial Occupancy of any portion of the Work, Design-Builder shall fully commission all systems as required for that portion of the project to be occupied or used by the District and shall meet all requirements for Beneficial Occupancy Milestones as set forth in Article 17 of the Supplementary Conditions. At Substantial Completion of the project, all systems on all phases shall have another full commissioning prior to final turnover of the project to the District.

3.6.5. **Warranty Manager.** Design–Builder shall provide a Warranty Manager as required by the Contract Documents who shall serve for 12 months following Substantial Completion of the Project and who shall remain reasonably available for the Project throughout this period.

3.7. **Time is of the Essence.** District and Design–Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

3.8. **Liquidated Damages to District**

3.8.1. District and the Design–Builder acknowledge and agree that if Design–Builder fails to timely meet a Beneficial Occupancy Milestone or fails to meet the Project Substantial Completion Date, District will suffer substantial Losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the payment by Design–Builder of liquidated damages pursuant to this Section 3.8. Liquidated damages do not limit the District’s other rights and remedies, including for damages associated with other breaches and for damages other than delay damages.

3.8.2. **Daily Rate.** If Design–Builder fails to achieve one or more Beneficial Occupancy Milestones or fails to meet the Project Substantial Completion Date, Design–Builder
shall pay to District as liquidated damages the amounts specified in Section 01.1219. The sum of liquidated damages assigned to the project milestones will total $5,000 per day. The $5,000 per day will be split among key milestones in the approved phasing plan based on the percentage of the total contract price associated with the milestone as specified in Section 01.1219.

3.8.3. **Extensions of Time.** Liquidated damages shall not be charged to Design–Builder for Delays to a Beneficial Occupancy Milestone or Delays to Substantial Completion for which the Design–Builder is entitled under the Contract Documents to receive a Contract Adjustment to the Contract Time.

3.8.4. **Partial Completion.** Liquidated damages shall not be reduced or apportioned for meeting one or more Beneficial Occupancy Milestones or for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work.

3.8.5. **Remedies.** Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. District may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Design–Builder, or pursue any other legal remedy to collect such liquidated damages from Design–Builder and/or its Surety. Neither the District’s failure or delay in deducting liquidated damages from payments otherwise due Design–Builder, nor District’s failure or delay in notifying Design–Builder of the accrual of liquidated damages, shall be deemed a waiver of District’s right to liquidated damages.

3.8.6. **Not a Limitation.** District’s rights under this Section 3.8 shall not be interpreted as precluding or limiting: (1) any right or remedy of District arising from an Event of Default other than a failure to Substantially Complete the Work within the Contract Time allowed to achieve Substantial Completion; or (2) District’s right to order an acceleration, at Design–Builder’s Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which District has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit District’s right to terminate the Design–Build Contract and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

4. **ARTICLE 4 CONTRACT PRICE**

4.1. **Total Compensation.** Subject to the terms and conditions of Section 1.1 hereof, District shall pay the Design–Builder for the Design–Builder’s complete performance of the Work in accordance with the Contract Documents the Contract Price of One-Hundred Forty-Four Million Three-Hundred Fifty-Seven Thousand Five-Hundred Sixty-Five Dollars ($144,357,565.00). The Contract Price is the Best and Final Offer Base Bid Amount plus Bid Alternate No. 2 (option for Level V Methane Mitigation if required by the authorities having jurisdiction or LAUSD); Deductive Bid Alternate No. 4 (the use of handball courts at Hollenbeck Middle School for construction parking); Alternate No. 6 (for the design and construction cost to upgrade the chain link fence to wrought iron fencing and gate along the perimeter of the field and handball courts at Hollenbeck Middle School per the School Design Guidelines). The Contract Price is only subject to adjustment as permitted by the General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.

4.2. **Design Fee.** The Contract Sum includes a total Design Fee of Eleven Million Five Hundred Thousand Dollars ($11,500,000.00) as allocated in Design–Builder’s Proposal to District.
sole purpose of the Design Fee is to determine: (1) The Design–Builder Amount for purposes of calculating the compensation the District is obligated to pay to Design Builder under Section of the General Conditions in the event the Design–Build Contract is terminated by District for cause or convenience prior to commencement of any physical construction at the Site; and (2) the amount that the Design–Builder is entitled pursuant to Paragraph 9.4.1 of the General Conditions to include in its Application for Payment seeking Progress Payments.

4.3. **All Inclusive Price.** Subject to the terms and conditions of Section 1.1 hereof, the Contract Price is the total maximum amount payable by District to Design–Builder for performance of the Work under the Contract Documents and is deemed to cover all Losses arising out of or related to the performance of the Work, including without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work, and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause, including without limitation, causes beyond the control of and not foreseeable by the Design–Builder or its Subcontractors or Subconsultants. All Work is to be performed in accordance with the requirements of the DSA and the Design–Builder shall be solely responsible for obtaining all approvals from the DSA at no additional cost to District. The District will pay all DSA plan check and application fees directly to DSA. To the extent Design–Builder proposes alternatives that are not acceptable to DSA; Design–Builder shall bear all of the costs to complete the Work as required by DSA with no increase in the Contract Price and no right to additional time or compensation from the District.

4.4. **As Built Conditions.** Design–Builder acknowledges that it was provided access to the Site and an opportunity to conduct field verification and investigation as determined by Design–Builder before submitting its Proposal to District. After issuance of the Notice to Proceed with Preliminary Design subject to and in accordance with Section 1.1 hereof, Design–Builder will complete its field verification and investigation and execute the Acceptance of Field Conditions with no exclusions or reservations as provided above. Design–Builder represents and warrants that it has reviewed the Reference Documents, including as built drawings for the Existing Improvements, if any, and all other Owner Provided Information, except Non-Verified Information which District agrees Design-Builder is permitted to reasonably rely upon, in addition to the conditions of the Existing Improvements and the Site, including, but not limited to, utility capacity and power capacity. Design–Builder has included all costs necessary to complete the Work in the Contract Price. Except for the Non-Verified Information identified by District, Design–Builder expressly waives all claims against the District for any errors and omissions in the Reference Documents, including as-built drawings, if any, and any other Owner-Provided Information for the Project, including all claims for breach of contract or for breach of an express or implied warranty. Design–Builder shall have no claims against District based upon the conditions of the Existing Improvements of the Site except to the extent expressly permitted in Public Contract Code Section 7104.

5. **ARTICLE 5 REQUIRED MEETING ATTENDANCE**

5.1. **Prior to Start of Design:** Design–Builder shall attend Preliminary Design Phase meetings with the District after Notice to Proceed with Preliminary Design.

5.2. **Community Meetings:** Design–Builder is required to attend a total of up to six (6) community meetings as determined and scheduled by the District. Design–Builder shall attend other staff, project advisory and community meetings as reasonably necessary during
the Project.

5.3. **CA-CHPS:** Attend a minimum of one meeting/workshop per Design Phase and one meeting during construction at Pre–Construction, 40%, 80%, 100% and/or as required to satisfy CA–CHPS certification requirements.

5.4. **Building Commissioning:** Attend a minimum of one meeting per Design Phase and monthly meetings per LAUSD Commissioning Guide during construction or as required to satisfy building commissioning requirements.

5.5. **Schematic Design Phase:** During Schematic Design Phase, Design–Builder shall meet with the District at least once every two (2) weeks to review design progress or as otherwise reasonably requested by District.

5.6. **Design Development Phase:** During Design Development Phase, Design–Builder shall meet with the District at least once every two (2) weeks to review design progress or as otherwise reasonably requested by District.

5.7. **Construction Document Phase:** During Construction Document Phase, Design–Builder shall attend meetings with the District at least once every three (3) weeks to review design progress or as otherwise reasonably requested by District.

5.8. **Construction Phase:** During Construction Phase, Design–Builder shall attend a construction start/job start meeting, at least four (4) Sustainability (CHPS) coordination meetings, and weekly construction progress meetings with the District and other attendees. In addition to the meetings outlined above Design–Builder shall attend site meetings or site visits as necessary to discuss and resolve field issues in a timely manner and as required to support the progress of construction including the Design–Builder’s final completion work.

5.9. **Key Personnel Attendance:** The Design–Builder’s Key Personnel shall attend all appropriate meetings with the District Representatives at each phase of the Project or as otherwise reasonably requested by District. (i.e. Design–Build Project Manager, Architect of Record, Key Subconsultants, Key Subcontractors at Design Phases)

6. **ARTICLE 6 DESIGN, DSA SUBMITTAL AND CONSTRUCTION PHASE RESPONSIBILITIES**

6.1. **Design, DSA Submittal and Construction Phases:** Builder shall have the responsibilities and duties set forth below in addition to other responsibilities and duties provided in the Contract Documents, including without limitation, Sections 3.2 through 3.4 of the General Conditions.

6.2. **Preliminary Design**

6.2.1. Upon receipt of Notice to Proceed with Preliminary Design, the Design–Builder shall review the conceptual design submitted in the Design–Builder’s winning Request for Proposal.

6.2.2. The Design–Builder and the District’s Authorized Representatives shall collaborate, revise as needed, and approve the new conceptual design prior to proceeding to the Schematic Design Phase.

6.3. **Schematic Design Phase**

6.3.1. Upon receipt of Notice to Proceed with Design, the Design–Builder shall prepare the Schematic Design Documents in accordance with the Project Criteria and the Contract Documents, including the description of the RFP Documents, specifically Attachment No. 02 and the School Design Guide furnished by the District.

6.3.2. Design–Builder shall prepare Schematic Design Documents consistent with and incorporating the Project Description and Requirements identified in Attachment No. 02 to the RFP Documents. These documents shall include site plans, floor plans, elevations, sections, and other drawings, sketches or graphic materials needed to
describe the Project in three dimensions as well as descriptions of the relationship
of the project to on- and off-site improvements. Design–Builder shall also prepare
descriptive outline specifications indicating proposed architectural, structural,
mechanical and electrical systems and materials and other systems. The Schematic
Design submittal shall be in accordance with the School Design Guidelines.

6.3.3. The Design–Builder shall, as required to inform the design process and at a minimum
one (1) time during the Schematic Design Phase, conduct site visit(s) with the
District’s Authorized Representative to observe and verify existing conditions and
validate the proposed design.

6.3.4. During the Schematic Design services, the Design–Builder, through its Architect of
Record, shall conduct a Sustainability workshop with the District’s project team, the
Architect of Record’s consultants, and any other necessary representative of the
Design–Builder, and District’s Sustainability Specialist, during which the participants
will review and discuss potential options for the Sustainability Plan for Sustainability
Certification(s); establish the Sustainability Objectives; discuss potential
Sustainability Measures to be targeted; examine strategies for implementation of
the Sustainability Measures; which parties shall be responsible for the completion
of required tasks and attainment of each Sustainability Measure and discuss the
potential impact of the measures to the project schedule and to the District’s
program and budget.

6.3.5. Following the sustainability workshop, the Design–Builder shall prepare a
Sustainability Plan based on the Sustainability Objective and targeted Sustainability
Measures. The Design–Builder shall provide to the District copies of project specific
CHPS scorecard along with the Sustainability Plans part of the 100% Schematic
Design Submittal. The Sustainability Plan and related materials are subject to District
approval.

6.3.6. As a part of the 100% Schematic Design submittal, the Design–Builder shall also
furnish the District with documentation as required in the School Design Guidelines.
The Design–Builder shall complete works and services required under the Schematic
Design Phase of this Agreement, and submit such works to the District for their
approval in accordance with the Project Schedule.

6.3.7. Due to the critical nature of this project, the Design-Builder will have on-going “over-
the-shoulder” design reviews with LAUSD to expedite the approval of the Schematic
Design Phase. These reviews are at the District’s sole discretion, and Design-Builder
shall not be entitled to any additional costs or time for participating in these reviews.

6.3.8. If applicable, the Design-Builder shall submit as part of the Schematic Design Phase
submittal, the Historic American Building Survey (HABS) Level II documentation as
required per the RFP documents ‘Attachment 7 – 7.11 OEHS Standard Conditions of
Approval’, Reference # SC-CUL-4. This documentation requirement applies to any
buildings, site feature, structure or object that may be demolished or altered
including, historic buildings being modified for programmatic access as defined in
Exhibit E, and historically significant site features that may be modified or impacted
by the exterior site development and upgrades.

6.4. **Design Development Phase**

6.4.1. The Design–Builder through its Architect of Record shall prepare the Design
Development Documents that shall comply with the applicable School Design Guide.

6.4.2. Design–Builder shall prepare presentation drawings acceptable to the District which
shall consist of the following: a minimum of one (1) 20-inch x 30-inch perspective
colored rendering of the project with a surrounding mat and frame bearing the
Project name, project description and Design–Builder identification; one full size copy and six (6) 8 ½-inch x 11-inch colored copies of the rendering; and an electronic copy at a minimum 300dpi resolution.

6.4.3. The Design–Builder and its Architect of Record shall, as required to inform the design process and at a minimum one (1) time during the Design Development Phase, conduct site visit(s) with the District’s Authorized Representative to observe and verify existing conditions and validate the proposed design.

6.4.4. The Design–Builder shall provide for District’s review and approval a color/materials board illustrating interior and exterior finishes as proposed for the Project. Minimum size for the material board(s) shall be 24”x36”.

6.4.5. As a part of the 100% Design Development submittal, the Design–Builder shall furnish the District with documentation as required in the School Design Guidelines including required documents for the completion of the Preliminary Submission to California Department of Education (CDE). CDE required documents include but are not limited to: SP–2A Diagrams, copies of Design Development Documents, Project Summary, Breakdown of Physical Education (PE) Teaching Stations, etc.


6.4.7. Due to the critical nature of this project, the Design–Builder will have on-going “over-the-shoulder” design reviews with LAUSD to expedite the approval of the Design Development Phase. These reviews are at the District’s sole discretion, and Design–Builder shall not be entitled to any additional costs or time for participating in these reviews.

6.5. **Construction Document Phase**

6.5.1. The Design–Builder shall prepare and submit to the District Construction Document submittals at 50% completion of Construction Documents and at 100% completion of Construction Documents.

6.5.2. As a part of the 50% Construction Document submittal, the Design–Builder shall furnish the District with the required documentation in accordance with the School Design Guide, the LAUSD CAFM Guidelines and the LAUSD BIM Guidelines, including required documents for the completion of the Final Submission to CDE. CDE required documents include but are not limited to: SP3A Diagrams, copies of Construction Documents, Project Summary, Breakdown of PE Teaching Stations, etc. and any other requirements as identified in the School Design Guide.

6.5.3. The Design–Builder shall, as required to inform the design process and at a minimum one (1) time each during the 50% and 100% Construction Document Phase, conduct site visit(s) with the District’s Authorized Representative to observe and verify existing conditions and validate the proposed design.

6.5.4. No later than the conclusion of the Construction Document services, the Design–Builder, through its Architect of Record, shall conduct a second sustainability workshop with the District’s project team, the Architect’s consultants, District’s Sustainability Specialist, and any other necessary representatives of Design Builder, during which the participants will review and discuss the updated Sustainability Plan for Sustainability Certification(s), Sustainability Objectives, Sustainable Measures, and any potential impact of the updates to the project schedule, District’s program and budget.
6.5.5. As part of the 50% and 100% Construction Document submittals the Design–Builder shall provide copies of the updated Sustainability Plan and the CHPS scorecard for the project. At 100% Construction Document submittals, credit–by–credit supporting documentation shall be submitted to the District Sustainability Specialist in electronic and hard copy formats.

6.5.6. The Design–Builder shall collect the Sustainability Certification design documentation; organize, manage and submit to the Certifying Authority as required for the Sustainability Certification in a timely manner. The Design–Builder, through its Architect of Record, shall prepare responses to and submit additional design documentation required by comments or questions received from the Certifying Authority. The Design–Builder at its own cost and expense, through its Architect of Record, shall prepare and file necessary design documentation with the Certifying Authority to appeal a ruling or other interpretation denying a requirement, prerequisite, credit or point necessary to achieve the Sustainability Certification.

6.5.7. Due to the critical nature of this project the Design-Builder will have on-going “over-the-shoulder” design reviews with LAUSD to expedite the approval of the Construction Document Phase. These reviews are at the District’s sole discretion, and Design-Builder shall not be entitled to any additional costs or time for participating in these reviews.

6.6. Construction Phase

6.6.1. If and when District issues a Notice to Proceed with Construction subject to and in accordance with the terms and conditions of Section 1.1. hereof, the Design–Builder shall comply with and be bound by the terms and conditions of Section 6.6 hereof, and shall advise and consult with the District in all matters, and shall quickly relay all observations to the District’s Authorized Representative relative to the construction of the project.

6.6.2. The Design–Builder shall provide general direction to the Inspector of Record (in accordance with DSA requirements) and provide technical assistance to District’s Authorized Representative who shall be employed by and responsible to the District.

6.6.3. The Design–Builder, through its Architect of Record shall advise and consult the District regarding the progress of the project toward the achievement of the Sustainability Measures and/or Sustainability Certification(s). The Architect shall promptly notify the District’s Authorized Representative and the District Sustainability Specialist of contemplated or known deviations from the Contract Documents and defects or deficiencies in the work that the Design–Builder and/or its Architect of Record recognize could impact achievement of the Sustainable Measures and/or Sustainability Certification(s). In such case, the Design–Builder’s Architect of Record shall meet with the District Sustainability Specialist, District’s Authorized Representative and Design–Builder to discuss and implement alternatives to remedy the condition, subject to District approval.

6.6.4. Design–Builder and its Architect of Record shall evaluate whether proposed changes to the Work could materially impact a Sustainability Measure. If the Design–Builder or its Architect of Record determine that the implementation of a proposed change in the Work could materially impact a Sustainability Measure and/or Sustainability Certification(s), the Design–Builder through its Architect of Record shall notify the District’s Authorized Representative and the District Sustainability Specialist, who may coordinate further investigation of such change. Such proposed changes require approval from the District.
6.6.5. The Design–Builder shall furnish electronic copies of the complete working drawings on a CD/DVD or USB drive to the project District’s Authorized Representative. Drawings shall be unbound files in the latest version of AutoCAD and include all required X–references and peripheral files.

6.6.6. The Design–Builder shall advise and consult with the District regarding any potential deviations from District Standards including the School Design Guide, Technical Specifications, Educational Specifications, and Standard Technical Drawings proposed by the Design–Builder or any subcontractors. Any deviations from the District Standards require approval from the District.

6.6.7. Design–Builder shall attend at least four (4) CHPS coordination meetings during construction at Pre–construction, 40%, 80%, 100% and/or as required to satisfy Sustainability Certification requirements, and maintain the project CHPS Scorecard.

6.6.8. Prior to District's Authorized Representative review and approval of construction Design–Builder’s payment requests, the Design–Builder shall receive and review the field marked Design–Builder’s set of As–Built Drawings describing the complete project as constructed. Upon the filing of the Notice of Completion, the Design–Builder shall forward the completed set of as–built drawings and specifications to the District’s Authorized Representative who will review and then transmit any comments to be incorporated back to the Design–Builder. The Design–Builder shall be responsible for transferring markings and attachments from the Design–Builder’s record set of prints, including RFC/RFI responses and change order drawings, into the original CAD drawings by standard drafting methods. Each drawing sheet shall be prominently entitled Record Drawings and dated. Upon approval of the District, the Design–Builder shall furnish the District with the required Record Drawings in accordance with the School Design Guidelines and Specifications. The District will not approve the Design–Builder’s final payment prior to receiving and accepting the Record Drawings.

6.6.9. Design–Builder shall, at the completion of construction, furnish to the District complete post–construction water balance tabulations based on the as–built conditions, and maintenance plan for these BMPs based on the template available in the District Specifications.

6.6.10. As requested by District, Design–Builder shall assist the District in preparing rebuttal for any claims filed against the District and attend arbitration and/or litigation hearings, except in the case where the Design–Builder is a party to the suit. Such services and work by Design–Builder shall be privileged and confidential and protected by the attorney–client privilege and attorney work product protection where applicable. Unless otherwise directed by the District in writing, Design–Builder assure that such services and work product are created and maintained in a manner to protect the confidentiality and privileges applicable to such services and work product. Additional compensation, if any, shall be provided in accordance with the Contract.

6.6.11. Upon completion of the Work by the Design–Builder, the Design–Builder shall be responsible for accomplishment of the following tasks prior to Final Payment:

6.6.11.1. Design–Builder shall prepare and submit the Final Verified Progress Report (Title 24 California Code of Regulations, Section 4–336) to DSA and obtain their final acceptance of the project.

6.6.11.2. Design–Builder shall submit SP4A’s area diagrams in AutoCAD and .pdf formats to match the Record Drawings per the CAFM guide requirements.
6.6.11.1.3. The Design–Builder shall collect the Sustainability Certification construction documentation; organize, manage and submit to the Certifying Authority as required for obtaining the Sustainability Certification in a timely manner.

6.6.11.1.4. The Design–Builder shall prepare and timely file necessary documentation with the Certifying Authority to appeal a ruling or other interpretation denying a requirement, prerequisite, credit or point necessary to achieve the Sustainability Certification.

6.6.11.1.5. The Design–Builder shall coordinate with the District’s Authorized Representative and Sustainability Specialist to do a sustainability presentation to the school staff, CPM and M&O representatives to educate them about the sustainable goals and Sustainability Measures implemented in the Project, the post-construction storm water management plan, and the storm water best management practices (BMP’s).

6.6.11.1.6. The Design–Builder shall, utilizing site survey documentation provided by the District and As-Built documentation provided by the Design-Build construction contractors for the Project, prepare site utility as-built plans locating all known new and existing utilities for the entire campus. Plans shall be prepared in the latest version of AutoCAD with each utility drawn on a distinct layer.

6.7. Design Review by District

6.7.1. The District will review the Design–Builder design deliverables using Bluebeam® software at each design phase of the design. Bluebeam® will be the method used for tracking and consolidating all District comments from all LAUSD Departments to the Design–Builder. Bluebeam® will be used to track the Design–Builder’s response and/or implementation of comments as denoted below and in Electronic Review Process (Vol #2) Guidelines for Design Teams (Bluebeam). The Districts review timeframes will be as follows:

6.7.1.1. Schematic Design (SD) within ten (10) working days of receipt of complete SD package

6.7.1.2. Design Development within fifteen (15) working days of receipt of the complete DD package

6.7.1.3. 50% Construction Documents (CD) within fifteen (15) working days of receipt of the 50% package

6.7.1.4. 100% Construction Documents within fifteen (15) working days of receipt of the complete package.

6.7.2. The District is not responsible for design impacts associated with incorporating review comments in the event the DB contractor chooses to move forward with the design in advance of the review. The Design Builder shall respond in writing to the District comments within five (5) working days of receipt of the comments. The District’s comments or approvals of any deliverables shall not relieve Design–Builder of responsibility for all aspects of the design and construction, for complying with all applicable laws and permits and for obtaining DSA approval.

6.8. Miscellaneous Requirements

6.8.1. In addition to the duties and responsibilities set forth above and elsewhere in the Contract Documents, the Design–Builder shall: (i) attend meetings with appropriate Authorities and Agencies and other third parties as reasonably requested by District; (ii) assist in preparing design presentations to, and responding to questioning by...
appropriate Authorities and Agencies; (iii) complete and submit required submissions to appropriate Authorities and Agencies in a timely manner and in accordance with the provisions of this agreement, (iv) provide necessary follow-up to ensure that recommendations or directions of appropriate Authorities and Agencies related to design matters are appropriately addressed; and (v) provide all necessary reports including but not limited to Verified Progress Reports and any other reports or communications required under California Education Code section 17309 and Title 24 of the California Code of Regulations.

6.8.2 Design–Builder shall attend design progress meetings as well as any other design related conferences deemed necessary by District. Design–Builder will record the discussions in these meetings and provide a draft copy of the minutes to the District within three (3) working days. District’s Authorized Representative may require review and approval of meeting notes or minutes prepared by Design–Builder prior to distribution and District shall have a right but not an obligation to correct, clarify or supplement any minutes or notes prepared by Design–Builder. If any comments or changes are made by District, the Design–Builder shall then incorporate them and sign, publish, and distribute the final minutes of the meeting within (3) working days of the receipt of the District comments.

6.8.3 Design–Builder shall, as directed and/or requested by District, confer with the school community in the development of the project design.

6.8.4 Design–Builder shall request and review all District–provided record documents or data relative to the Project site including ACU Accessibility Survey Document.

6.8.5 Design–Builder shall research and procure any record documents and/or related information, which are available through reasonable investigation, and data not in possession of District including but not limited to street improvements, easements, utilities and other on and off–site improvements.

6.8.6 Design–Builder shall submit electronic copies of all files/documents outlined in the LAUSD School Design Guidelines and required CAFM and BIM Documents at the end of each design phase (Preliminary Design, Schematic Design, Design Development, 50% Construction Documents, 100% Construction Documents, DSA–Approved Construction Documents, and Final or Proposal Documents). In addition to the required printed documents both AutoCAD and .Pdf file versions (as applicable) of all required deliverables shall be furnished on a CD/DVD or USB drive.

6.8.7 The Design–Builder shall perform its services in accordance with Los Angeles Unified School District’s sustainability goals and shall achieve California Collaborative for High Performance Schools (CA–CHPS) Verified Certification per the most current version of the CHPS Criteria as of the date of the execution of the Contract.

6.8.8 Design–Builder shall assist in pursuing any incentive and rebate programs that will benefit the District.

6.8.9 Design–Builder shall coordinate with District’s Sustainability Group in identifying Sustainability Measures and strategies and in finalizing the Sustainability (CHPS) Certification and Design–Builder shall be responsible for submitting and finalizing all required documentation.

6.8.10 Design–Builder shall collect the required documentation for the Sustainability Certification(s) and organize, submit and manage the documentation as necessary, including all required submissions as described above. Design–Builder shall submit both electronic and hard copies of the supporting documentation at the end of design, construction and certification completion. In addition, (2) wall plaques and (10) original framed certificates, (for each Sustainability Certification) shall be
6.8.11 The Design–Builder shall maintain adequate staff, including a project manager, acceptable to the District. Design-Builder shall retain, at the expense of the Design-Builder and subject to approval by the district, a California Licensed Architect, California Licensed Landscape Architect, Theatrical Consultant and California Licensed Engineers for structural, electrical, mechanical, plumbing, fire protection and civil portions including off-site improvements of the Project. Project Civil Engineer shall hold California QSD (Qualified SWPPP Developer) certification, Acoustical Engineer (as required to comply with CHPS Verified Certification, District Standards and other project specific requirements). In addition and as required for the design of the specific Project the Design-Builder shall retain other specialty consultants such as Theatrical Consultant, Methane Consultant, traffic engineering, etc. as required by the specific Project Requirements.

6.8.12 Alterations, if any, to buildings identified as historically significant shall conform with the Secretary of Interior Standards to the maximum extent practical.

6.8.13 Design-Builder shall prepare and present (in Power Point format) the project’s design at Community Meetings as outlined in Article 5. The presentation content for each meeting shall be developed in consultation with the District and approved by the Design Manager. Presentation boards, models, or other materials prepared per the District’s Design Guide for the project design phases shall be utilized as appropriate to supplement the presentation.

6.8.14 Design-Builder shall provide planning for Interim Facilities to house those functions that are affected by the phasing of construction (as required but not limited to classrooms, core facilities spaces, food service, sanitary facilities, etc.). Services as related to the documentation of the Interim Facilities including design/document preparation, temporary utilities and submission to DSA as a stand-alone project for plan review and approval shall be part of the work.

6.8.15 Design-Builder shall coordinate with current separate LAUSD projects as applicable. Such projects may be located within or outside of the Project Limits of Work and may require coordination in utility connections, construction logistics, agency approvals/certifications, etc.

6.8.16 Design-Builder shall prepare a project specific Staging/Site Utilization Plan(s) in conjunction with the Design Manager, OAR and School Administration. The Plan shall: i. Identify locations for contractor staging space and construction fencing on campus. ii. Illustrate sequencing of construction for the Project including the modification of existing buildings/spaces and temporary swing space(s) as required by the construction. iii. Locate/specify modifications as necessary to the Site Egress/Emergency Evacuation paths and Safe Dispersal areas as required both for construction of the Project and upon Project completion. Safe Dispersal areas shall be approved by the Office of Environmental Health & Safety (OEHS).

6.8.17 The Design-Builder shall prepare and provide a Logistics Plan and Schedule in consultation with the Design Manager, OAR, and School Administration. The Plan shall address coordination of school operations and include a site plan and existing building floor plans with notations describing as applicable the sequence of demolition, work on existing spaces, construction of new structures, and related temporary facilities as required to implement the Project on Campus.

6.8.18 Design-Builder in conjunction with the Design Manager, OAR, and School Administration prepare a Move Plan documenting a sequence of functional and occupant relocations as required to maintain the functional and educational
operations of the campus throughout the course of construction. In addition the Design-Build shall identify modifications to existing facilities as required to support the Move Plan.

6.8.19 As part of the Design Development submittal, the Design-Build shall furnish the District with documentation as required in the School Design Guidelines including required documents for the completion of the Preliminary Submission to California Department of Education (CDE).

6.8.20 In accordance with the referenced LAUSD Commissioning Guide, Design–Builder shall provide assistance to the Commissioning Agent appointed by the District but Design–Builder is responsible for meeting these goals.

7. **ARTICLE 7 TERMINATION/SUSPENSION FOR CONVENIENCE**

7.1. **Termination for Convenience**

7.1.1. Upon five (5) days’ written notice to Design–Builder, District may, for its convenience and without cause (for any reason, including, but not limited to, any of the reasons described in Section 1.1 hereof, or no reason), elect to terminate this Agreement as described in Section 15.3 of the General Conditions. Upon termination of Design Builder, District shall have the right, which it may or may not exercise in its absolute discretion in accordance with and subject to the terms and conditions of this Section and Section 1.1 hereof, to contract directly with the Architect of Record, Design Build Design Consultants and any Subcontractor of Design–Builder with no other compensation to Design–Builder (except as provided in Section 15.3) and no limitation on Design–Builder’s continuing obligations to District under the Contract Documents, including without limitation, any applicable warranty obligations owed by Design–Builder.

7.2. **District’s Right to Stop Work for Convenience.**

7.2.1. District may, without cause and for its convenience, order Design–Builder in writing to stop and suspend the Work as provided in Section 15.2 of the General Conditions. Except to the extent the suspension or the length of suspension is the responsibility in whole or in part of the Design–Builder or anyone for whose acts the Design–Builder is responsible, such suspension shall not exceed ninety (90) consecutive days or a total aggregate of more than ninety (90) days during the duration of the Project.

7.2.2. Unless otherwise provided in Section 15.2.2 of the General Conditions, Design–Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by District.

8. **ARTICLE 8 ELECTRONIC DATA**

8.1. **Electronic Data.**

8.1.1. Design–Builder is required to utilize Computer–Aided Design and Drafting (CADD) and Building Information Models (BIM). Design–Builder may use Bentley, Revit or other industry 3–D modeling program. Design–Builder shall provide a level 300 BIM model (latest version of Autodesk Revit or equivalent to the District within 30 calendar days of DSA approval. The BIM model shall accurately include the quantity, size, location, specification, and layout of all major assemblies and equipment including but not limited to all structural elements, MEP (i.e., ducting, piping and
components) and architectural assemblies. The model shall be suitably detailed to support BIM clash detection activities by the District.

8.2. **Transmission of Electronic Data.**

8.2.1. District and Design-Builders shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

8.2.2. Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

8.2.3. By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in the Agreement and General Conditions. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

8.3. **Electronic Data Protocol.**

8.3.1. The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 8.3.

8.3.2. Electronic Data will be transmitted in the format agreed upon in Paragraph 8.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

8.3.3. The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

8.3.4. The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless the Electronic Data in question is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration and the change or alteration causes or results in damage or defect to the Project.
9. **ARTICLE 9 MISCELLANEOUS**

9.1. **Confidential Information.**

9.1.1. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (1) the transmitting party identifies as either confidential or proprietary; (2) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (3) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by Applicable Law, including the California Public Records Act, the receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

9.2. **Headings.**

9.2.1. The headings used in the General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

10. **ARTICLE 10 LEVELS OF AUTHORITY**

10.1. The District’s primary point of contact for this Agreement is the designated District’s Authorized Representative, or his/her authorized designee. The Design–Builder shall direct all communications to the District through the District’s Authorized Representative. The Chief Procurement Officer or designee are the sole individuals who can execute any amendment to this Agreement. No other employee or representative of the District has authority to give instructions or authorizations to the Design–Builder, and no authorizations or approvals from any other person or party shall be binding on the District.

11. **ARTICLE 11 ENUMERATION OF CONTRACT DOCUMENT**

11.1. **List of Contract Documents**

The Contract Documents, as defined in Article 1 of the General Conditions, include, without limitation, the following:

11.1.1. **Project Criteria.** The Contract Documents include the Project Criteria as set forth in the RFP Documents in Attachment 2.

11.1.2. **RFP Documents,** Design–Builder Proposal, Best and Final Offer. The Contract Documents include (1) the RFP Documents and (2) either (a) if no Best and Final Offers have been Submitted, Design–Builder Proposal or (b) if Best and Final Offers have been submitted, Design–Builder’s last submitted Best and Final Offer, including, in the case of a Best and Final Offer that is an amendment to a Design–Builder Proposal, any portion of Design–Builder’s Proposal expressly stated to be a part of Design–Builder’s Best and Final Offer; provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of Design–Builder Proposal or a Best and Final Offer that deviates from the Project Criteria.

11.1.3. **Design–Build Contract.** The Contract Documents include this executed Design–Build Contract between District and Design–Builder.

11.1.4. **General Conditions.** The Contract Documents include the General Conditions to the Design–Build Contract.

11.1.5. **General Requirements, Supplemental and/or Special Conditions.** The Contract
Documents include the following General Requirements and Supplemental and/or Special Conditions:

<table>
<thead>
<tr>
<th>Document Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Conditions to Design-Build Contract</td>
<td>Revised 10/07/2017</td>
<td>150</td>
</tr>
<tr>
<td>00 7300 Supplemental Conditions</td>
<td>Revised 10/04/2017</td>
<td>26</td>
</tr>
</tbody>
</table>

11.1.6. **Final Construction Documents.** The Contract Documents include the Final Construction Drawings prepared by Design–Builder and its Subconsultants, which have been reviewed and accepted by District in accordance with the terms of the Contract Documents; provided, however, that, the Contract Documents shall not include any portion of the Final Construction Documents that deviates from the Project Criteria.

11.1.7. **Addenda.** The Contract Documents include the Addenda listed below:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum No. 1</td>
<td>April 13, 2017</td>
<td>97 pages plus zip files of the Division 01 Specifications</td>
</tr>
<tr>
<td>Addendum No. 2</td>
<td>April 20, 2017</td>
<td>185 pages</td>
</tr>
<tr>
<td>Addendum No. 3</td>
<td>May 2, 2017</td>
<td>97 pages</td>
</tr>
<tr>
<td>Addendum No. 4</td>
<td>May 5, 2017</td>
<td>211 pages</td>
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<tr>
<td>Addendum No. 5</td>
<td>May 10, 2017</td>
<td>5 pages</td>
</tr>
<tr>
<td>Addendum No. 6</td>
<td>May 15, 2017</td>
<td>102 pages</td>
</tr>
<tr>
<td>Addendum No. 7</td>
<td>May 24, 2017</td>
<td>116 pages</td>
</tr>
<tr>
<td>Addendum No. 8</td>
<td>May 25, 2017</td>
<td>1510 pages</td>
</tr>
<tr>
<td>Addendum No. 9</td>
<td>June 23, 2017</td>
<td>97 pages plus 4 Cost Breakdown spreadsheets in EXCEL format</td>
</tr>
<tr>
<td>Addendum No. 10</td>
<td>July 6, 2017</td>
<td>68 pages</td>
</tr>
</tbody>
</table>

11.1.8. **Reference Documents.** The Contract Documents include the following Reference Documents.

**NON-VERIFIED INFORMATION - as defined in Article 1.1.226 of the Supplemental Conditions.**

<table>
<thead>
<tr>
<th>Document Title</th>
<th>Date</th>
<th>Pages</th>
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<tbody>
<tr>
<td>Geotechnical Investigation Report (RFP or Addenda)</td>
<td>11/15/2016</td>
<td>115</td>
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<tr>
<td>Roosevelt HS Site Hydrology Report</td>
<td>N/A</td>
<td></td>
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<tr>
<td>Arborist Report &amp; Tree Survey (RFP or Addenda)</td>
<td>2/16/17</td>
<td>60</td>
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<tr>
<td>LAUSD Approved Plant List (See CD)</td>
<td>October 2016</td>
<td></td>
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<tr>
<td>Electrical and Signaling System Site Survey (RFP or Addenda)</td>
<td>1/18/2017</td>
<td>189</td>
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<tr>
<td>Topographic Site Surveys (RFP or Addenda)</td>
<td>5/11/2015</td>
<td>10</td>
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<td>FETU Phase I – Citadel Environmental Services (RFP or Addenda)</td>
<td>4/14/2017</td>
<td>23</td>
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<tr>
<td>FETU Phase 2 – Citadel Environmental Services (RFP or Addenda)</td>
<td>5/10/2017</td>
<td>1,462</td>
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<td>Date</td>
<td>Page</td>
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<tr>
<td>Summary of Proposed Excavation Areas - TRC (RFP or Addenda)</td>
<td>4/25/2017</td>
<td>42</td>
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<tr>
<td>Ground Penetrating Radar Map (RFP or Addenda)</td>
<td>11/14/2016</td>
<td>5</td>
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<td>Fire Alarm &amp; Sprinkler Reports (RFP or Addenda)</td>
<td>Dec 16/Aug 15</td>
<td>49</td>
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<tr>
<td>LAUSD Building, Room and Room Numbering Guidelines (See CD)</td>
<td>Latest Edition as of 8/16/2017</td>
<td>2+4</td>
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<tr>
<td>LAUSD Design Guidelines and Treatment Approaches for Historic Schools</td>
<td>January 2015</td>
<td>106</td>
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<tr>
<td>LAUSD CAD Standards (See CD)</td>
<td>Latest Edition as of 8/16/2017</td>
<td></td>
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<tr>
<td>Electronic Review Process (Vol. #2) Guidelines for Design Teams (Bluebeam) (See CD)</td>
<td>Latest Edition as of 8/16/2017</td>
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<td>SAR Report (RFP or Addenda)</td>
<td>7/14/16</td>
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<td>DSA Certifications on File (RFP or Addenda)</td>
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<td>Estimating Guide (See CD)</td>
<td>Latest Edition as of 8/16/2017</td>
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<tr>
<td>LAUSD Work-Based Learning Vendor Guidebook (RFP or Addenda)</td>
<td>Rev. 8/2013</td>
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<tr>
<td>LAUSD Commissioning Templates (See CD)</td>
<td>Latest Edition as of 8/16/2017</td>
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<td>LAUSD School Design Guide (See CD)</td>
<td>Latest Edition as of 8/16/2017</td>
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<td>LAUSD Education Specifications (See CD)</td>
<td>Latest Edition as of 8/16/2017</td>
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<td>Project Specifications (LAUSD Guide Specifications) (See CD)</td>
<td>Latest Edition as of 8/16/2017</td>
<td></td>
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<tr>
<td>LAUSD Purple Pipe Manual (Use of Reclaimed Water for Landscaping Irrigation) (See CD)</td>
<td>Latest Edition as of 8/16/2017</td>
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<td>OEHS Safety Checklists (RFP or Addenda)</td>
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<td>2</td>
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<tr>
<td>LAUSD Standard Technical Drawings (All Disciplines) (See CD)</td>
<td>Latest Edition as of 8/16/2017</td>
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<tr>
<td>LAUSD Stormwater Whitepaper (See CD)</td>
<td>Latest Edition as of 8/16/2017</td>
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<td>LAUSD Stormwater Technical Manual (See CD)</td>
<td>Latest Edition as of 8/16/2017</td>
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<td>Project CEQA Documents (i.e. Environmental Impact Report ) (EIR), Exemption Report, Mitigated Negative Declaration, etc. (as applicable)</td>
<td>In Progress</td>
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<td>Existing Utility Subsurface Investigation (CCTV) (RFP or Addenda)</td>
<td>11/3/2016</td>
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<td>On Site Hydrant Test (RFP or Addenda)</td>
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<td>Roosevelt HS Utilities Bills</td>
<td>08/04/2016</td>
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<td>LAUSD Instructional Calendars (RFP or Addenda)</td>
<td>2014-2018</td>
<td>4</td>
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Roosevelt High School Comprehensive Modernization Project (17250/R-17014) Amended and Restated DB Contract
SAP/Contract/Colin Nos.: 4400005885/1710057A/10366803
NAI-1502563554v1
Rev. 04/18/2018
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11.2. Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context in which they are used.

11.3. Prior to execution of this Agreement, Design–Builder shall carefully review all of the Contract Documents and advise District of any claimed conflicts or ambiguities. Notwithstanding the order of precedence listed in Paragraph 1.3.12 of the General Conditions, in the event of any ambiguity, difference, discrepancy or purported conflict between any of the Contract Documents, the provision placing a more stringent requirement or greater burden on the Design–Builder or requiring the greater quantity and/or higher quality of material or the higher standard of workmanship shall prevail, unless otherwise directed by the District Representative in writing.

12. ARTICLE 12 FINGERPRINTING

12.1 Fingerprinting. Design–Builder, its employees, agents, subcontractors, subcontractor
employees, sub-consultants and sub-consultant employees who go to school sites when students are present will be required to comply with the requirements of the California Education Code Sections 45125.1 and 45125.2 at no cost to the District. In accordance with Section 45125.1 (d) all personnel going to the school site(s) must submit his or her fingerprints to the California Department of Justice (DOJ) in a manner authorized by the DOJ to determine whether the employee has been arrested or convicted of any crime. All personnel who may come in contact with students must be cleared by DOJ (Section 42125.1(f)). Any person who has been arrested or convicted of any serious or violent felony, as defined by California Penal Code Sections 667.5 and 1192.7 will not be allowed on LAUSD property. The Design–Builder is responsible for the administration and all costs relating to the fingerprinting and screening by the DOJ of all candidates for positions with the District. Confirmation of the DOJ clearance or confirmation that the fingerprints have been submitted to DOJ must be submitted to the District prior to employees visiting the school site. If the above time requirements cannot be met a letter of explanation must be submitted for the District’s approval prior to visiting the school site.

13. **ARTICLE 13 KEY STAFF**

13.1 **Key Staff.** In addition to other requirements of the Contract Documents, including Section 3.8 of the General Conditions, Design–Builder shall submit to the District and obtain written approval of the resumes of the proposed Project staff of Design–Builder and its sub-consultants who will be the responsible point of contact throughout the duration of the Project. Design–Builder shall submit for approval by the District in writing, the name of one person on the Design–Builder staff and one person on each of its consultants’ staff who will be the responsible point of contact throughout the duration of the Project. If changes must be made due to unavoidable circumstances, the Design–Builder shall submit the name(s) and resume(s) of the person(s) to the District in writing for approval prior to making the replacement. District shall have the right to request replacement of any consultant or project staff.
CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR’S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST DESIGN-BUILDERS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, and P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.

In executing this Agreement, District and Design-Build, each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary Board of Education or corporate approvals to execute this Agreement, and perform the services described herein.

WHEREFORE, This Design-Build Contract is entered into as of the day and year first written above.

OWNER:  
LOS ANGELES UNIFIED SCHOOL DISTRICT  

(Signature)  
Sung Yon Lee  
(Painted Name)  
Interim Chief Procurement Officer  
(Title)  
Date: 4/27/18

DESIGN-BUILDER:  
SWINERTON BUILDERS  

(Signature)  
Brian McCarthy  
(Printed Name)  
VP, Division Manager  
(Title)  
Date: 04.26.18
EXHIBIT A

Redline of Design-Build Contract dated October 10, 2017
Between Los Angeles Unified School District and Swinerton Builders
Los Angeles Unified School District

Amended and Restated
Contract & Contract
General Conditions
Roosevelt High School Comprehensive Modernization Project
AMENDED AND RESTATED DESIGN-BUILD CONTRACT BETWEEN

DISTRICT AND DESIGN-BUILDER

THIS AMENDED AND RESTATED DESIGN-BUILD CONTRACT BETWEEN DISTRICT AND DESIGN-BUILDER ("Design-Build Contract") is entered into and effective on this day of April 2018 by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT ("District") and SWINERTON BUILDERS, a Corporation ("Design-Builder").

RECITALS

A. District and Design-Builder entered into that certain Design-Build Contract dated October 10, 2017 regarding the Work for the proposed project (the "Original Design-Build Contract").

B. District and Design-Builder now desire to amend and restate the Original Design-Build Contract as set forth below. Upon the execution and delivery of this Amended and Restated Design-Build Contract, this Amended and Restated Design-Build Contract shall be deemed to constitute an amendment and restatement of the Original Design-Build Contract, and this Amended and Restated Design-Build Contract shall supersede and replace the Original Design-Build Contract in its entirety. For ease of reference, attached as Exhibit A is a redline version of the Original Design-Build Contract that shows all changes made thereto by this Amended and Restated Design-Build Contract.

C. The parties, for services in connection to the Project, are identified below:

OWNER:
LOS ANGELES UNIFIED SCHOOL DISTRICT
333. South Beaudry Avenue
Los Angeles, California 90017

DESIGN-BUILDER:
SWINERTON BUILDERS
865 South Figueroa Street, Suite 3000
Los Angeles, California 90017

PROJECT:
ROOSEVELT HIGH SCHOOL COMPREHENSIVE MODERNIZATION PROJECT
456 S. Mathews Street
Los Angeles, California 90033

In consideration of the mutual covenants and obligations contained herein, District and Design-Builder agree as set forth herein.
CONDITIONS OF
THE AMENDED AND RESTATED DESIGN-BUILD CONTRACT

ARTICLE 1 SCOPE OF WORK
ARTICLE 2 STANDARD OF PERFORMANCE
ARTICLE 3 CONTRACT TIME
ARTICLE 4 CONTRACT SUM
ARTICLE 5 REQUIRED MEETING ATTENDANCE
ARTICLE 6 DESIGN AND CONSTRUCTION PHASE RESPONSIBILITIES
ARTICLE 7 TERMINATION/SUSPENSION FOR CONVENIENCE
ARTICLE 8 ELECTRONIC DATA
ARTICLE 9 MISCELLANEOUS
ARTICLE 10 LEVELS OF AUTHORITY
ARTICLE 11 ENUMERATION OF CONTRACT DOCUMENTS
ARTICLE 12 FINGERPRINTING
ARTICLE 13 KEY STAFF
1. **ARTICLE 1 SCOPE OF WORK**

1.1. Design-Builder shall execute the entire Work called for by the Contract Documents and reasonably inferable from the Contract Documents, except to the extent, if any, expressly and specifically enumerated in the Contract Documents to be the responsibility of District or another Project Team member retained or to be retained by District. District reserves the right in its sole discretion to modify the Scope of Work and/or remove any work from the Scope of Work for Design-Builder and assign this work or any portion of the Work to others. Notwithstanding anything to the contrary in this Contract, the General Conditions, the Supplemental Conditions or any other of the Contract Documents, before District’s Board of Education (Board) takes action on whether to certify an Environmental Impact Report (EIR) for the proposed project under the California Environmental Quality Act (CEQA, California Public Resources Code §§ 21000 et seq.) and whether to approve the proposed project, and before District issues a Notice to Proceed with Construction of any increment, phase or portion of Construction under Section 3.5 hereof, the following shall apply: (a) District, acting on behalf and at the direction of Board, shall have the sole and absolute discretion to: (i) modify the proposed project and any aspect of the Scope of Work, including, but not limited to, project Design and any demolition, excavation, grading or other construction, as District as a lead agency may deem necessary or advisable to comply with CEQA, (ii) identify and select feasible measures to mitigate significant environmental impacts the proposed project may cause, (iii) identify and select feasible project alternatives to avoid or mitigate such significant environmental impacts, (iv) balance the benefits of the proposed project against any of its significant environmental impacts if such impacts cannot otherwise be avoided, and/or (v) determine not to proceed with the proposed project; (b) the preparation of a design of the proposed project that enables District to provide a project description to conduct a review of the proposed project under CEQA has been prepared and relied upon by District in conducting this review; (c) all services that District authorizes Design Builder to undertake before District issues a Notice to Proceed with Construction of any increment, phase or portion of Construction under Section 3.5 hereof shall constitute the only portion of the Scope of Work as to which District and Design-Builder shall have enforceable rights and obligations hereunder; (d) no excavation, grading, demolition or other construction regarding the proposed project shall occur. This Contract, the General Conditions, the Supplemental Conditions and all other Contract Documents in their entirety shall be subject to the terms and conditions of this Section 1.1. Notwithstanding anything to the contrary in this Contract, the General Conditions, the Supplemental Conditions or any other of the Contract Documents, Design-Builder shall be entitled to an adjustment or increase to the Contract Price, the Contract Time, and the Milestones established in Specification 01 1219 if Design-Builder demonstrates in writing, subject to District’s written approval of such an adjustment or increase which shall not be unreasonably withheld or delayed, that a change to the design or schedule included in Design-Builder’s Proposal was caused by actions District takes to comply with CEQA.

1.2. Subject to the terms and conditions of Section 1.1, hereof and as the proposed project may be changed or not approved by Board consistent therewith, the proposed project is located at Roosevelt High School and will include, but is not limited to the following (collectively, “Elements,” individually, “Element”):

1.2.1 Demolition of the following facilities:
   1.2.1.1 Auditorium and Classroom building
   1.2.1.2 Music building
   1.2.1.3 Industrial arts classroom building
1.2.1.4 East classroom building
1.2.1.5 Physical Education building
1.2.1.6 Lunch shelter
1.2.1.7 Auto service
1.2.1.8 Maintenance and Operations building
1.2.1.9 Approximately 22 classrooms and offices located in relocatable buildings
1.2.1.10 Approximately 8 classrooms in modular buildings
1.2.1.11 School-site utility building

1.2.2 New classroom buildings consisting of general classrooms, administration, science labs, special education spaces, specialty classrooms, and associated storage and support spaces;

1.2.3 New gymnasium building consisting of a main and a practice gymnasium space, locker/shower rooms, coaches offices, weight room, fitness, aerobics and associated support spaces;

1.2.4 New performing Arts Center with Auditorium, music, choral dance space and drama rooms;

1.2.5 New wellness clinic consisting of medical, mental and dental offices;

1.2.6 Improvements for programmatic access;

1.2.7 New parking lot(s);

1.2.8 ITD convergence and interior/exterior improvements;

1.2.9 New outdoor athletic spaces, including a practice field and new tennis and basketball hard court areas;

1.2.10 Landscape and hardscape

1.2.11 Utilities infrastructure upgrades and replacement;

1.2.12 American Disabilities Act (ADA), Division of State Architect (DSA), California Environmental Quality Act (CEQA), Department of Toxic Substances Control (DTSC), and any other required improvements or mitigations to ensure compliance with Local, State and/or Federal facilities and traffic requirements;

1.2.13 Utility agency approvals and connections; and

1.2.14 Coordinating Owner furnished furniture and equipment (FF&E).

1.3 General Summary: This scope of work is a general summary of the Work and is not meant to limit Design–Builder’s obligations under the Contract Documents, including without limitation the Scope of Work as defined in the RFP Documents.

2. **ARTICLE 2 STANDARD OF PERFORMANCE**

2.1 In addition to and without limiting Design–Builder’s other obligations under the Contract Documents, and subject to the terms and conditions of Section 1.1 hereof, Design–Builder shall, at all times in its performance of its obligations under the Contract Documents, conform to the following general standards of performance:

2.1.1 Comply with the requirements of the Contract Documents;

2.1.2 Comply with Applicable Laws and perform in accordance with the requirements of the DSA;

2.1.3 Conform to the standard of care applicable to those who provide and are experienced in providing design–build professional services and construction of the type called for by this Design–Build Contract for projects of a scope and complexity comparable to the Project;

2.1.4 Furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

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2.1.5. Apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the District and within the limitations of the Contract Sum and Contract Time.

2.1.6. All design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. And with the usual and customary professional standards of skill, care, diligence and timeliness applicable to architects, engineers and other design professionals who regularly perform similar services on projects of similar nature, size and complexity to the Project.

3. **ARTICLE 3 CONTRACT TIME**

3.1. **Notice to Proceed With Preliminary Design.** The Contract Time for completion of the Work shall be measured from the Notice to Proceed with Preliminary Design, consistent with the terms and conditions of Section 1.1 hereof. Within thirty (30) days after issuance of Notice to Proceed With Preliminary Design or as otherwise agreed to by District, District and Design–Builder shall make reasonable and good faith efforts to complete the Preliminary Design Requirements as follows:

3.1.1. Not used.

3.1.2. Design–Builder shall complete its field verification and investigation of the Site and the Reference Documents, including as built documents for Existing Improvements, if any, and any other information provided by District. Design–Builder shall not be required to verify or independently investigate Non-Verified Information which the District agrees Design–Builder may reasonably rely upon. Non-Verified Information consists of the reports specifically identified by District as Non-Verified Information in Article 11.1.8. Within 30 days after issuance of the Notice to Proceed with Preliminary Design or as otherwise agreed upon by District, Design–Builder shall execute an Acceptance of Field Conditions in a form to be provided by District, which shall not include any exclusions or reservations by Design–Builder. If Design–Builder believes that destructive testing or other testing or further investigation is needed prior to execution of this form, Design–Builder shall request approval from District as soon as practicable and, in all events, sufficiently far in advance to enable the testing and results to be completed and evaluated in sufficient time for Design–Builder to execute the Acceptance of Field Conditions within 30 days after Notice to Proceed with Preliminary Design. Design–Builder shall coordinate with District to accommodate current uses of the Existing Improvements and the Site in connection with any further investigation or testing unless otherwise agreed to by the District. Design–Builder shall complete any additional testing or investigation with no increase in the Contract Price or Contract Time. Execution of the Acceptance of Field Conditions by Design–Builder shall not waive Design–Builder’s right to relief for a Differing Site Condition as defined, and to the extent permitted, in the General Conditions.

3.1.3. Not used.

3.2. **Notice to Proceed With Design.** Subject to the terms and conditions of Section 1.1 hereof, a Notice to Proceed with Design shall be issued (i) after District has approved any proposed modifications or revisions to the Project Criteria in the RFP Documents for the Project; (ii) after District has approved the Phasing Plan proposed by Design–Builder; and (iii) after Design–Builder has executed the Acceptance of Field Conditions using the form to be provided by District. Design–Builder shall not be entitled to a time extension for any delays
in completing the Work required in Paragraphs 3.1.1, 3.1.2 and/or 3.1.3 and Design–Builder may not proceed with any other Work until and unless a Notice to Proceed with Design is issued by District or as otherwise approved by District, subject to the terms and conditions of Section 1.1. hereof. Notice to Proceed with Design shall authorize commencement of design of all of the Elements within the Scope of Work set forth in Article 1 hereof, as the same may be modified by District pursuant to this Section and Section 1.1.

3.3. NOT USED.

3.4. Completion of Design and DSA Approval, Subject to and in accordance with the terms and conditions of Section 1.1. Design Builder shall: (i) complete the design and Final Construction Documents in accordance with the proposed project as approved by Board and with the Design–Build Schedule and Phasing Plan approved by District and the District’s Project Criteria. Design–Builder is responsible for completing the designs and submitting them to DSA in a timely fashion in order to obtain DSA approval and complete all of the Work prior to the Beneficial Occupancy Milestone Dates and Project Substantial Completion Date. All Work is to be performed in accordance with the requirements of the DSA and the Design–Builder shall be solely responsible for obtaining all approvals from DSA at no additional cost to District. Design Builder is responsible for determining number, content and timing and schedule of DSA submissions. Design Builder shall obtain acceptance by DSA and approval from the District of the number and content of these submissions. Design–Builder shall be solely responsible for any delays or other impacts arising from making separate submittals to DSA for different portions of the Work. If any single submittal is made and, through no fault of Design–Builder, the DSA Review Time exceeds 180 days, Design Builder shall be entitled to a time extension but no compensation, including no right to additional General Condition Costs, escalation, Design Fee or extended overhead costs. DSA Review Time is defined as beginning on the date in the Notice of Progress letter from DSA indicating acceptance and completeness of submittal for plan review purposes, through the receipt of DSA plan check correction set. Design–Builder shall not be entitled to a time extension if the DSA requires more than two re−submittals by Design–Builder or if any excess DSA Review Time is caused by incomplete, inaccurate or otherwise inadequate submittals or failure of Design–Builder to properly manage the DSA approval process in accordance with the approved Phasing Plan.

3.5. Notice to Proceed With Construction, Subject to and in accordance with the terms and conditions of Section 1.1 hereof. District may issue a Notice to Proceed with Construction of any Element, increment, phase or portion of Construction only if Board has first certified the EIR for the proposed project after completing its CEQA review, and approved the proposed project, including any changes to the proposed project and its design that Board may make as a result of these actions in its sole and absolute discretion. No physical demolition, excavation, grading or other construction at the Site shall commence prior to: (a) Board certification of the EIR for the proposed project after completing its CEQA review; (b) Board approval of the proposed project, including any changes to the proposed project and its design that Board may make as a result of these actions in its sole and absolute discretion; (c) District’s issuance of a Notice to Proceed with Construction of any Element, increment, phase or portion of Construction; and (d) the date fixed in the Notice to Proceed with Construction. District may issue a single Notice to Proceed with Construction for the entire Project or separate notices for different Elements or other portions of the Work. No construction or alteration shall commence for any Work prior to receipt of the written approval of the applicable plans for the Work from DSA and any other applicable required permits or approvals. Unless otherwise provided by District, Design–Builder shall be responsible for obtaining all required approvals and permits. As another condition
precedent to Notice to Proceed with Construction, Design–Builder must also: (1) submit and obtain District approval of any changes to the proposed Phasing Plan; (2) obtain the required payment and performance bonds; (3) and maintain all required insurance in accordance with the terms of the Contract Documents.

3.6. The Work shall be completed as follows, subject to and in accordance with the terms and conditions of Section 1.1 hereof:

3.6.1. Design. Design–Builder shall complete the Final Construction Documents sufficiently and far enough in advance to achieve the Beneficial Occupancy Milestone Dates for each phase of the Project and the Project Substantial Completion Date in accordance with the Contract and the Design–Build schedule approved by District’s Representative.

3.6.2. Construction and Substantial Completion. Design–Builder shall achieve the Project Substantial Completion Date within 1853 days after issuance of Notice to Proceed with Preliminary Design and shall achieve the Beneficial Occupancy Milestones specified in Section 01 1219. Design–Builder shall achieve Final Completion of the Work not later than 60 Days after achieving Substantial Completion of the Work.

3.6.3. Project Certification. Design–Builder shall achieve Project Certification on the Work as expeditiously as reasonably practicable and no later than 60 days after Final Completion. For work submitted in multiple packages to DSA, Certification of any DSA Application shall be achieved no later than 60 days after District takes Beneficial Occupancy of the work in that DSA Application.

3.6.4. Project Commissioning. The District will appoint a Commissioning Agent and provide the Owner’s Project Requirements (OPR) template and District Commissioning Guide. The Design Builder shall in coordination with District-Appointed Commissioning Agent maintain and update the OPR and Basis of Design at each design phase submittal. Prior to the District taking Beneficial Occupancy of any portion of the Work, Design-Builders shall fully commission all systems as required for that portion of the project to be occupied or used by the District and shall meet all requirements for Beneficial Occupancy Milestones as set forth in Article 17 of the Supplementary Conditions. At Substantial Completion of the project, all systems on all phases shall have another full commissioning prior to final turnover of the project to the District.

3.6.5. Warranty Manager. Design–Builder shall provide a Warranty Manager as required by the Contract Documents who shall serve for 12 months following Substantial Completion of the Project and who shall remain reasonably available for the Project throughout this period.

3.7. Time is of the Essence. District and Design–Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

3.8. Liquidated Damages to District

3.8.1. District and the Design–Builder acknowledge and agree that if Design–Builder fails to timely meet a Beneficial Occupancy Milestone or fails to meet the Project Substantial Completion Date, District will suffer substantial losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the payment by Design–Builder of liquidated damages pursuant to this Section 3.8. Liquidated damages do not limit the District’s other rights and remedies, including for damages associated with other breaches and for damages other than delay damages.

3.8.2. Daily Rate. If Design–Builder fails to achieve one or more Beneficial Occupancy Milestones or fails to meet the Project Substantial Completion Date, Design–Builder
shall pay to District as liquidated damages the amounts specified in Section 01.1219. The sum of liquidated damages assigned to the project milestones will total $5,000 per day. The $5,000 per day will be split among key milestones in the approved phasing plan based on the percentage of the total contract price associated with the milestone as specified in Section 01.1219.

3.8.3. **Extensions of Time.** Liquidated damages shall not be charged to Design–Builder for Delays to a Beneficial Occupancy Milestone or Delays to Substantial Completion for which the Design–Builder is entitled under the Contract Documents to receive a Contract Adjustment to the Contract Time.

3.8.4. **Partial Completion.** Liquidated damages shall not be reduced or apportioned for meeting one or more Beneficial Occupancy Milestones or for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work.

3.8.5. **Remedies.** Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. District may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Design–Builder, or pursue any other legal remedy to collect such liquidated damages from Design–Builder and/or its Surety. Neither the District’s failure or delay in deducting liquidated damages from payments otherwise due Design–Builder, nor District’s failure or delay in notifying Design–Builder of the accrual of liquidated damages, shall be deemed a waiver of District’s right to liquidated damages.

3.8.6. **Not a Limitation.** District’s rights under this Section 3.8 shall not be interpreted as precluding or limiting: (1) any right or remedy of District arising from an Event of Default other than a failure to Substantially Complete the Work within the Contract Time allowed to achieve Substantial Completion; or (2) District’s right to order an acceleration, at Design–Builder’s Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which District has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit District’s right to terminate the Design–Build Contract and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

4. **ARTICLE 4 CONTRACT PRICE**

4.1. **Total Compensation.** Subject to the terms and conditions of Section 1.1 hereof, District shall pay the Design–Builder for the Design–Builder’s complete performance of the Work in accordance with the Contract Documents the Contract Price of One-Hundred Forty-Four Million Three-Hundred Fifty-Seven Thousand Five-Hundred Sixty-Five Dollars ($144,357,565.00). The Contract Price is the Best and Final Offer Base Bid Amount plus Bid Alternate No. 2 (option for Level V Methane Mitigation if required by the authorities having jurisdiction or LAUSD); Deductive Bid Alternate No. 4 (the use of handball courts at Hollenbeck Middle School for construction parking); Alternate No. 6 (for the design and construction cost to upgrade the chain link fence to wrought iron fencing and gate along the perimeter of the field and handball courts at Hollenbeck Middle School per the School Design Guidelines). The Contract Price is only subject to adjustment as permitted by the General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.

4.2. **Design Fee.** The Contract Sum includes a total Design Fee of Eleven Million Five Hundred Thousand Dollars ($11,500,000.00) as allocated in Design–Builder’s Proposal to District. The
sole purpose of the Design Fee is to determine: (1) The Design–Builder Amount for purposes of calculating the compensation the District is obligated to pay to Design–Builder under Section of the General Conditions in the event the Design–Build Contract is terminated by District for cause or convenience prior to commencement of any physical construction at the Site; and (2) the amount that the Design–Builder is entitled pursuant to Paragraph 9.4.1 of the General Conditions to include in its Application for Payment seeking Progress Payments.

4.3. All Inclusive Price. Subject to the terms and conditions of Section 1.1 hereof, the Contract Price is the total maximum amount payable by District to Design–Builder for performance of the Work under the Contract Documents and is deemed to cover all Losses arising out of or related to the performance of the Work, including without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work, and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause, including without limitation, causes beyond the control of and not foreseeable by the Design–Builder or its Subcontractors or Subconsultants. All Work is to be performed in accordance with the requirements of the DSA and the Design–Builder shall be solely responsible for obtaining all approvals from the DSA at no additional cost to District. The District will pay all DSA plan check and application fees directly to DSA. To the extent Design–Builder proposes alternatives that are not acceptable to DSA, Design–Builder shall bear all of the costs to complete the Work as required by DSA with no increase in the Contract Price and no right to additional time or compensation from the District.

4.4. As Built Conditions. Design–Builder acknowledges that it was provided access to the Site and an opportunity to conduct field verification and investigation as determined by Design–Builder before submitting its Proposal to District. After issuance of the Notice to Proceed with Preliminary Design subject to and in accordance with Section 1.1 hereof, Design–Builder will complete its field verification and investigation and execute the Acceptance of Field Conditions with no exclusions or reservations as provided above. Design–Builder represents and warrants that it has reviewed the Reference Documents, including as built drawings for the Existing Improvements, if any, and all other Owner Provided Information, except Non-Verified Information which District agrees Design–Builder is permitted to reasonably rely upon, in addition to the conditions of the Existing Improvements and the Site, including, but not limited to, utility capacity and power capacity. Design–Builder has included all costs necessary to complete the Work in the Contract Price. Except for the Non-Verified Information identified by District, Design–Builder expressly waives all claims against the District for any errors and omissions in the Reference Documents, including as-built drawings, if any, and any other Owner-Provided Information for the Project, including all claims for breach of contract or for breach of an express or implied warranty. Design–Builder shall have no claims against District based upon the conditions of the Existing Improvements of the Site except to the extent expressly permitted in Public Contract Code Section 7104.

5. ARTICLE 5 REQUIRED MEETING ATTENDANCE

5.1. Prior to Start of Design: Design–Builder shall attend Preliminary Design Phase meetings with the District after Notice to Proceed with Preliminary Design.

5.2. Community Meetings: Design–Builder is required to attend a total of up to six (6) community meetings as determined and scheduled by the District. Design–Builder shall attend other staff, project advisory and community meetings as reasonably necessary during
5.3. **CA-CHPS**: Attend a minimum of one meeting/workshop per Design Phase and one meeting during construction at Pre-Construction, 40%, 80%, 100% and/or as required to satisfy CA-CHPS certification requirements.

5.4. **Building Commissioning**: Attend a minimum of one meeting per Design Phase and monthly meetings per LAUSD Commissioning Guide during construction or as required to satisfy building commissioning requirements.

5.5. **Schematic Design Phase**: During Schematic Design Phase, Design–Builder shall meet with the District at least once every two (2) weeks to review design progress or as otherwise reasonably requested by District.

5.6. **Design Development Phase**: During Design Development Phase, Design–Builder shall meet with the District at least once every two (2) weeks to review design progress or as otherwise reasonably requested by District.

5.7. **Construction Document Phase**: During Construction Document Phase, Design–Builder shall attend meetings with the District at least once every three (3) weeks to review design progress or as otherwise reasonably requested by District.

5.8. **Construction Phase**: During Construction Phase, Design–Builder shall attend a construction start/job start meeting, at least four (4) Sustainability (CHPS) coordination meetings, and weekly construction progress meetings with the District and other attendees. In addition to the meetings outlined above Design–Builder shall attend site meetings or site visits as necessary to discuss and resolve field issues in a timely manner and as required to support the progress of construction including the Design–Builder’s final completion work.

5.9. **Key Personnel Attendance**: The Design–Builder’s Key Personnel shall attend all appropriate meetings with the District Representatives at each phase of the Project or as otherwise reasonably requested by District. (i.e. Design–Build Project Manager, Architect of Record, Key Subconsultants, Key Subcontractors at Design Phases)

6. **ARTICLE 6 DESIGN, DSA SUBMITTAL AND CONSTRUCTION PHASE RESPONSIBILITIES**

6.1. **Design, DSA Submittal and Construction Phases**: Builder shall have the responsibilities and duties set forth below in addition to other responsibilities and duties provided in the Contract Documents, including without limitation, Sections 3.2 through 3.4 of the General Conditions.

6.2. **Preliminary Design**

6.2.1. Upon receipt of Notice to Proceed with Preliminary Design, the Design–Builder shall review the conceptual design submitted in the Design–Builder’s winning Request for Proposal.

6.2.2. The Design–Builder and the District’s Authorized Representatives shall collaborate, revise as needed, and approve the new conceptual design prior to proceeding to the Schematic Design Phase.

6.3. **Schematic Design Phase**

6.3.1. Upon receipt of Notice to Proceed with Design, the Design–Builder shall prepare the Schematic Design Documents in accordance with the Project Criteria and the Contract Documents, including the description of the RFP Documents, specifically Attachment No. 02 and the School Design Guide furnished by the District.

6.3.2. Design–Builder shall prepare Schematic Design Documents consistent with and incorporating the Project Description and Requirements identified in Attachment No. 02 to the RFP Documents. These documents shall include site plans, floor plans, elevations, sections, and other drawings, sketches or graphic materials needed to
6.4. Design Development Phase

6.4.1. The Design–Builder through its Architect of Record shall prepare the Design Development Documents that shall comply with the applicable School Design Guide.

6.4.2. Design–Builder shall prepare presentation drawings acceptable to the District which shall consist of the following: a minimum of one (1) 20-inch x 30-inch perspective colored rendering of the project with a surrounding mat and frame bearing the
Project name, project description and Design-Builder identification; one full size copy and six (6) 8 ½-inch x 11-inch colored copies of the rendering; and an electronic copy at a minimum 300dpi resolution.

6.4.3. The Design-Builder and its Architect of Record shall, as required to inform the design process and at a minimum one (1) time during the Design Development Phase, conduct site visit(s) with the District’s Authorized Representative to observe and verify existing conditions and validate the proposed design.

6.4.4. The Design-Builder shall provide for District’s review and approval a color/materials board illustrating interior and exterior finishes as proposed for the Project. Minimum size for the material board(s) shall be 24”x36”.

6.4.5. As a part of the 100% Design Development submittal, the Design-Builder shall furnish the District with documentation as required in the School Design Guidelines including required documents for the completion of the Preliminary Submission to California Department of Education (CDE). CDE required documents include but are not limited to: SP-2A Diagrams, copies of Design Development Documents, Project Summary, Breakdown of Physical Education (PE) Teaching Stations, etc.


6.4.7. Due to the critical nature of this project, the Design-Builder will have on-going “over-the-shoulder” design reviews with LAUSD to expedite the approval of the Design Development Phase. These reviews are at the District’s sole discretion, and Design-Builder shall not be entitled to any additional costs or time for participating in these reviews.

6.5. Construction Document Phase

6.5.1. The Design-Builder shall prepare and submit to the District Construction Document submittals at 50% completion of Construction Documents and at 100% completion of Construction Documents.

6.5.2. As a part of the 50% Construction Document submittal, the Design-Builder shall furnish the District with the required documentation in accordance with the School Design Guide, the LAUSD CAFM Guidelines and the LAUSD BIM Guidelines, including required documents for the completion of the Final Submission to CDE. CDE required documents include but are not limited to: SP3A Diagrams, copies of Construction Documents, Project Summary, Breakdown of PE Teaching Stations, etc. and any other requirements as identified in the School Design Guide.

6.5.3. The Design-Builder shall, as required to inform the design process and at a minimum one (1) time each during the 50% and 100% Construction Document Phase, conduct site visit(s) with the District’s Authorized Representative to observe and verify existing conditions and validate the proposed design.

6.5.4. No later than the conclusion of the Construction Document services, the Design-Builder, through its Architect of Record, shall conduct a second sustainability workshop with the District’s project team, the Architect’s consultants, District’s Sustainability Specialist, and any other necessary representatives of Design Builder, during which the participants will review and discuss the updated Sustainability Plan for Sustainability Certification(s), Sustainability Objectives, Sustainable Measures, and any potential impact of the updates to the project schedule, District’s program and budget.
6.5.5. As part of the 50% and 100% Construction Document submittals the Design–Builder shall provide copies of the updated Sustainability Plan and the CHPS scorecard for the project. At 100% Construction Document submittals, credit-by-credit supporting documentation shall be submitted to the District Sustainability Specialist in electronic and hard copy formats.

6.5.6. The Design–Builder shall collect the Sustainability Certification design documentation; organize, manage and submit to the Certifying Authority as required for the Sustainability Certification in a timely manner. The Design–Builder, through its Architect of Record, shall prepare responses to and submit additional design documentation required by comments or questions received from the Certifying Authority. The Design–Builder at its own cost and expense, through its Architect of Record, shall prepare and file necessary design documentation with the Certifying Authority to appeal a ruling or other interpretation denying a requirement, prerequisite, credit or point necessary to achieve the Sustainability Certification.

6.5.7. Due to the critical nature of this project the Design–Builder will have on-going “over-the-shoulder” design reviews with LAUSD to expedite the approval of the Construction Document Phase. These reviews are at the District’s sole discretion, and Design–Builder shall not be entitled to any additional costs or time for participating in these reviews.

6.6. Construction Phase

6.6.1. If and when District issues a Notice to Proceed with Construction subject to and in accordance with the terms and conditions of Section 1.1 hereof, the Design–Builder shall comply with and be bound by the terms and conditions of Section 6.6 hereof, and shall advise and consult with the District in all matters, and shall quickly relay all observations to the District’s Authorized Representative relative to the construction of the project.

6.6.2. The Design–Builder shall provide general direction to the Inspector of Record (in accordance with DSA requirements) and provide technical assistance to District’s Authorized Representative who shall be employed by and responsible to the District.

6.6.3. The Design–Builder, through its Architect of Record shall advise and consult with the District regarding the progress of the project toward the achievement of the Sustainability Measures and/or Sustainability Certification(s). The Architect shall promptly notify the District’s Authorized Representative and the District Sustainability Specialist of contemplated or known deviations from the Contract Documents and defects or deficiencies in the work that the Design–Builder and/or its Architect of Record recognize could impact achievement of the Sustainable Measures and/or Sustainability Certification(s). In such case, the Design–Builder’s Architect of Record shall meet with the District Sustainability Specialist, District’s Authorized Representative and Design–Builder to discuss and implement alternatives to remedy the condition, subject to District approval.

6.6.4. Design–Builder and its Architect of Record shall evaluate whether proposed changes to the Work could materially impact a Sustainability Measure. If the Design–Builder or its Architect of Record determine that the implementation of a proposed change in the Work could materially impact a Sustainability Measure and/or Sustainability Certification(s), the Design–Builder through its Architect of Record shall notify the District’s Authorized Representative and the District Sustainability Specialist, who may coordinate further investigation of such change. Such proposed changes require approval from the District.
6.6.5. The Design–Builder shall furnish electronic copies of the complete working drawings on a CD/DVD or USB drive to the project District’s Authorized Representative. Drawings shall be unbound files in the latest version of AutoCAD and include all required X-references and peripheral files.

6.6.6. The Design–Builder shall advise and consult with the District regarding any potential deviations from District Standards including the School Design Guide, Technical Specifications, Educational Specifications, and Standard Technical Drawings proposed by the Design–Builder or any subcontractors. Any deviations from the District Standards require approval from the District.

6.6.7. Design–Builder shall attend at least four (4) CHPS coordination meetings during construction at Pre-construction, 40%, 80%, 100% and/or as required to satisfy Sustainability Certification requirements, and maintain the project CHPS Scorecard.

6.6.8. Prior to District’s Authorized Representative review and approval of construction Design–Builder’s payment requests, the Design–Builder shall receive and review the field marked Design–Builder’s set of As-Built Drawings describing the complete project as constructed. Upon the filing of the Notice of Completion, the Design–Builder shall forward the completed set of as-built drawings and specifications to the District’s Authorized Representative who will review and then transmit any comments to be incorporated back to the Design–Builder. The Design–Builder shall be responsible for transferring markings and attachments from the Design–Builder’s record set of prints, including RFC/RFI responses and change order drawings, into the original CAD drawings by standard drafting methods. Each drawing sheet shall be prominently entitled Record Drawings and dated. Upon approval of the District, the Design–Builder shall furnish the District with the required Record Drawings in accordance with the School Design Guidelines and Specifications. The District will not approve the Design–Builder’s final payment prior to receiving and accepting the Record Drawings.

6.6.9. Design–Builder shall, at the completion of construction, furnish to the District complete post-construction water balance tabulations based on the as-built conditions, and maintenance plan for these BMPs based on the template available in the District Specifications.

6.6.10. As requested by District, Design–Builder shall assist the District in preparing rebuttal for any claims filed against the District and attend arbitration and/or litigation hearings, except in the case where the Design–Builder is a party to the suit. Such services and work by Design–Builder shall be privileged and confidential and protected by the attorney–client privilege and attorney work product protection where applicable. Unless otherwise directed by the District in writing, Design–Builder shall assure that such services and work product are created and maintained in a manner to protect the confidentiality and privileges applicable to such services and work product. Additional compensation, if any, shall be provided in accordance with the Contract.

6.6.11. Upon completion of the Work by the Design–Builder, the Design–Builder shall be responsible for accomplishment of the following tasks prior to Final Payment:

6.6.11.1. Design–Builder shall prepare and submit the Final Verified Progress Report (Title 24 California Code of Regulations, Section 4–336) to DSA and obtain their final acceptance of the project.

6.6.11.2. Design–Builder shall submit SP4A’s area diagrams in AutoCAD and .pdf formats to match the Record Drawings per the CAFM guide requirements.
6.6.11.3. The Design–Builder shall collect the Sustainability Certification construction documentation; organize, manage and submit to the Certifying Authority as required for obtaining the Sustainability Certification in a timely manner.

6.6.11.4. The Design–Builder shall prepare and timely file necessary documentation with the Certifying Authority to appeal a ruling or other interpretation denying a requirement, prerequisite, credit or point necessary to achieve the Sustainability Certification.

6.6.11.5. The Design–Builder shall coordinate with the District’s Authorized Representative and Sustainability Specialist to do a sustainability presentation to the school staff, CPM and M&O representatives to educate them about the sustainable goals and Sustainability Measures implemented in the Project, the post-construction storm water management plan, and the storm water best management practices (BMP’s).

6.6.11.6. The Design–Builder shall, utilizing site survey documentation provided by the District and As-Built documentation provided by the Design-Build construction contractors for the Project, prepare site utility as-built plans locating all known new and existing utilities for the entire campus. Plans shall be prepared in the latest version of AutoCAD with each utility drawn on a distinct layer.

6.7. Design Review by District

6.7.1. The District will review the Design-Builder design deliverables using Bluebeam® software at each design phase of the design. Bluebeam® will be the method used for tracking and consolidating all District comments from all LAUSD Departments to the Design-Builder. Bluebeam® will be used to track the Design-Builder’s response and/or implementation of comments as denoted below and in Electronic Review Process (Vol #2) Guidelines for Design Teams (Bluebeam). The Districts review timeframes will be as follows:

6.7.1.1. Schematic Design (SD) within ten (10) working days of receipt of complete SD package
6.7.1.2. Design Development within fifteen (15) working days of receipt of the complete DD package
6.7.1.3. 50% Construction Documents (CD) within fifteen (15) working days of receipt of the 50% package
6.7.1.4. 100% Construction Documents within fifteen (15) working days of receipt of the complete package.

6.7.2. The District is not responsible for design impacts associated with incorporating review comments in the event the DB contractor chooses to move forward with the design in advance of the review. The Design Builder shall respond in writing to the District comments within five (5) working days of receipt of the comments. The District’s comments or approvals of any deliverables shall not relieve Design–Builder of responsibility for all aspects of the design and construction, for complying with all applicable laws and permits and for obtaining DSA approval.

6.8 Miscellaneous Requirements

6.8.1. In addition to the duties and responsibilities set forth above and elsewhere in the Contract Documents, the Design–Builder shall: (i) attend meetings with appropriate Authorities and Agencies and other third parties as reasonably requested by District; (ii) assist in preparing design presentations to, and responding to questioning by...
appropriate Authorities and Agencies; (iii) complete and submit required submissions to appropriate Authorities and Agencies in a timely manner and in accordance with the provisions of this agreement, (iv) provide necessary follow-up to ensure that recommendations or directions of appropriate Authorities and Agencies related to design matters are appropriately addressed; and (v) provide all necessary reports including but not limited to Verified Progress Reports and any other reports or communications required under California Education Code section 17309 and Title 24 of the California Code of Regulations.

6.8.2 Design–Builder shall attend design progress meetings as well as any other design related conferences deemed necessary by District. Design–Builder will record the discussions in these meetings and provide a draft copy of the minutes to the District within three (3) working days. District’s Authorized Representative may require review and approval of meeting notes or minutes prepared by Design–Builder prior to distribution and District shall have a right but not an obligation to correct, clarify or supplement any minutes or notes prepared by Design–Builder. If any comments or changes are made by District, the Design–Builder shall then incorporate them and sign, publish, and distribute the final minutes of the meeting within (3) working days of the receipt of the District comments.

6.8.3 Design–Builder shall, as directed and/or requested by District, confer with the school community in the development of the project design.

6.8.4 Design–Builder shall request and review all District–provided record documents or data relative to the Project site including ACU Accessibility Survey Document.

6.8.5 Design–Builder shall research and procure any record documents and/or related information, which are available through reasonable investigation, and data not in possession of District including but not limited to street improvements, easements, utilities and other on and off-site improvements.

6.8.6 Design–Builder shall submit electronic copies of all files/documents outlined in the LAUSD School Design Guidelines and required CAFM and BIM Documents at the end of each design phase (Preliminary Design, Schematic Design, Design Development, 50% Construction Documents, 100% Construction Documents, DSA–Approved Construction Documents, and Final or Proposal Documents). In addition to the required printed documents both AutoCAD and .Pdf file versions (as applicable) of all required deliverables shall be furnished on a CD/DVD or USB drive.

6.8.7 The Design–Builder shall perform its services in accordance with Los Angeles Unified School District’s sustainability goals and shall achieve California Collaborative for High Performance Schools (CA–CHPS) Verified Certification per the most current version of the CHPS Criteria as of the date of the execution of the Contract.

6.8.8 Design–Builder shall assist in pursuing any incentive and rebate programs that will benefit the District.

6.8.9 Design–Builder shall coordinate with District’s Sustainability Group in identifying Sustainability Measures and strategies and in finalizing the Sustainability (CHPS) Certification and Design–Builder shall be responsible for submitting and finalizing all required documentation.

6.8.10 Design–Builder shall collect the required documentation for the Sustainability Certification(s) and organize, submit and manage the documentation as necessary, including all required submissions as described above. Design–Builder shall submit both electronic and hard copies of the supporting documentation at the end of design, construction and certification completion. In addition, (2) wall plaques and (10) original framed certificates, (for each Sustainability Certification) shall be
6.8.11 The Design–Builder shall maintain adequate staff, including a project manager, acceptable to the District. Design–Builder shall retain, at the expense of the Design–Builder and subject to approval by the district, a California Licensed Architect, California Licensed Landscape Architect, Theatrical Consultant and California Licensed Engineers for structural, electrical, mechanical, plumbing, fire protection and civil portions including off-site improvements of the Project. Project Civil Engineer shall hold California QSD (Qualified SWPPP Developer) certification, Acoustical Consultant (as required to comply with CHPS Verifed Certification, District Standards and other project specific requirements). In addition and as required for the design of the specific Project the Design–Builder shall retain other specialty consultants such as Theatrical Consultant, Methane Consultant, traffic engineering, etc. as required by the specific Project Requirements.

6.8.12 Alterations, if any, to buildings identified as historically significant shall conform with the Secretary of Interior Standards to the maximum extent practical.

6.8.13 Design–Builder shall prepare and present (in Power Point format) the project’s design at Community Meetings as outlined in Article 5. The presentation content for each meeting shall be developed in consultation with the District and approved by the Design Manager. Presentation boards, models, or other materials prepared per the District’s Design Guide for the project design phases shall be utilized as appropriate to supplement the presentation.

6.8.14 Design–Builder shall provide planning for Interim Facilities to house those functions that are affected by the phasing of construction (as required but not limited to classrooms, core facilities spaces, food service, sanitary facilities, etc.). Services as related to the documentation of the Interim Facilities including design/document preparation, temporary utilities and submission to DSA as a stand-alone project for plan review and approval shall be part of the work.

6.8.15 Design–Builder shall coordinate with current separate LAUSD projects as applicable. Such projects may be located within or outside of the Project Limits of Work and may require coordination in utility connections, construction logistics, agency approvals/certifications, etc.

6.8.16 Design–Builder shall prepare a project specific Staging/Site Utilization Plan(s) in conjunction with the Design Manager, OAR and School Administration. The Plan shall: i. Identify locations for contractor staging space and construction fencing on campus. ii. Illustrate sequencing of construction for the Project including the modification of existing buildings/spaces and temporary swing space(s) as required by the construction. iii. Locate/specify modifications as necessary to the Site Egress/Emergency Evacuation paths and Safe Dispersal areas as required both for construction of the Project and upon Project completion. Safe Dispersal areas shall be approved by the Office of Environmental Health & Safety (OEHS).

6.8.17 The Design–Builder shall prepare and provide a Logistics Plan and Schedule in consultation with the Design Manager, OAR, and School Administration. The Plan shall address coordination of school operations and include a site plan and existing building floor plans with notations describing as applicable the sequence of demolition, work on existing spaces, construction of new structures, and related temporary facilities as required to implement the Project on Campus.

6.8.18 Design–Builder in conjunction with the Design Manager, OAR, and School Administration prepare a Move Plan documenting a sequence of functional and occupant relocations as required to maintain the functional and educational
operations of the campus throughout the course of construction. In addition the Design-Builder shall identify modifications to existing facilities as required to support the Move Plan.

6.8.19 As part of the Design Development submittal, the Design-Builder shall furnish the District with documentation as required in the School Design Guidelines including required documents for the completion of the Preliminary Submission to California Department of Education (CDE).

6.8.20 In accordance with the referenced LAUSD Commissioning Guide, Design–Builder shall provide assistance to the Commissioning Agent appointed by the District but Design–Builder is responsible for meeting these goals.

7. **ARTICLE 7 TERMINATION/SUSPENSION FOR CONVENIENCE**

7.1. **Termination for Convenience**

7.1.1. Upon five (5) days’ written notice to Design–Builder, District may, for its convenience and without cause (for any reason, including, but not limited to, any of the reasons described in Section 1.1 hereof, or no reason), elect to terminate this Agreement as described in Section 15.3 of the General Conditions. Upon termination of Design Builder, District shall have the right, which it may or may not exercise in its absolute discretion in accordance with and subject to the terms and conditions of this Section and Section 1.1 hereof, to contract directly with the Architect of Record, Design Build Design Consultants and any Subcontractor of Design–Builder with no other compensation to Design–Builder (except as provided in Section 15.3) and no limitation on Design–Builder’s continuing obligations to District under the Contract Documents, including without limitation, any applicable warranty obligations owed by Design–Builder.

7.2. **District’s Right to Stop Work for Convenience.**

7.2.1. District may, without cause and for its convenience, order Design–Builder in writing to stop and suspend the Work as provided in Section 15.2 of the General Conditions. Except to the extent the suspension or the length of suspension is the responsibility in whole or in part of the Design–Builder or anyone for whose acts the Design–Builder is responsible, such suspension shall not exceed ninety (90) consecutive days or a total aggregate of more than ninety (90) days during the duration of the Project.

7.2.2. Unless otherwise provided in Section 15.2.2 of the General Conditions, Design–Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by District.

8. **ARTICLE 8 ELECTRONIC DATA**

8.1. **Electronic Data.**

8.1.1. Design–Builder is required to utilize Computer–Aided Design and Drafting (CADD) and Building Information Models (BIM). Design–Builder may use Bentley, Revit or other industry 3–D modeling program. Design–Builder shall provide a level 300 BIM model (latest version of Autodesk Revit or equivalent to the District within 30 calendar days of DSA approval. The BIM model shall accurately include the quantity, size, location, specification, and layout of all major assemblies and equipment including but not limited to all structural elements, MEP (i.e., ducting, piping and HVAC, electrical, plumbing, and fire protection systems) and all finishes and their location.
components) and architectural assemblies. The model shall be suitably detailed to support BIM clash detection activities by the District

8.2. Transmission of Electronic Data.

8.2.1. District and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

8.2.2. Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

8.2.3. By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in the Agreement and General Conditions. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

8.3. Electronic Data Protocol.

8.3.1. The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 8.3.

8.3.2. Electronic Data will be transmitted in the format agreed upon in Paragraph 8.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

8.3.3. The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

8.3.4. The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless the Electronic Data in question is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration and the change or alteration causes or results in damage or defect to the Project.
9. **ARTICLE 9 MISCELLANEOUS**

9.1. **Confidential Information.**

9.1.1. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (1) the transmitting party identifies as either confidential or proprietary; (2) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (3) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by Applicable Law, including the California Public Records Act, the receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

9.2. **Headings.**

9.2.1. The headings used in the General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

10. **ARTICLE 10 LEVELS OF AUTHORITY**

10.1. The District’s primary point of contact for this Agreement is the designated District’s Authorized Representative, or his/her authorized designee. The Design–Builder shall direct all communications to the District through the District’s Authorized Representative. The Chief Procurement Officer or designee are the sole individuals who can execute any amendment to this Agreement. No other employee or representative of the District has authority to give instructions or authorizations to the Design–Builder, and no authorizations or approvals from any other person or party shall be binding on the District.

11. **ARTICLE 11 ENUMERATION OF CONTRACT DOCUMENT**

11.1. **List of Contract Documents**

The Contract Documents, as defined in Article 1 of the General Conditions, include, without limitation, the following:

11.1.1. **Project Criteria.** The Contract Documents include the Project Criteria as set forth in the RFP Documents in Attachment 2.

11.1.2. **RFP Documents,** Design–Builder Proposal, Best and Final Offer. The Contract Documents include (1) the RFP Documents and (2) either (a) if no Best and Final Offers have been Submitted, Design–Builder Proposal or (b) if Best and Final Offers have been submitted, Design–Builder’s last submitted Best and Final Offer, including, in the case of a Best and Final Offer that is an amendment to a Design–Builder Proposal, any portion of Design–Builder’s Proposal expressly stated to be a part of Design–Builder’s Best and Final Offer; provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of Design–Builder Proposal or a Best and Final Offer that deviates from the Project Criteria.

11.1.3. **Design–Build Contract.** The Contract Documents include this executed Design–Build Contract between District and Design–Builder.

11.1.4. **General Conditions.** The Contract Documents include the General Conditions to the Design–Build Contract.

11.1.5. **General Requirements, Supplemental and/or Special Conditions.** The Contract
Documents include the following General Requirements and Supplemental and/or Special Conditions:

<table>
<thead>
<tr>
<th>Document Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Conditions to Design-Build Contract</td>
<td>Revised 10/07/2017</td>
<td>150</td>
</tr>
<tr>
<td>00 7300 Supplemental Conditions</td>
<td>Revised 10/04/2017</td>
<td>26</td>
</tr>
</tbody>
</table>

11.1.6. **Final Construction Documents.** The Contract Documents include the Final Construction Drawings prepared by Design–Builder and its Subconsultants, which have been reviewed and accepted by District in accordance with the terms of the Contract Documents; provided, however, that, the Contract Documents shall not include any portion of the Final Construction Documents that deviates from the Project Criteria.

11.1.7. **Addenda.** The Contract Documents include the Addenda listed below:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum No. 1</td>
<td>April 13, 2017</td>
<td>97 pages plus zip files of the Division 01 Specifications</td>
</tr>
<tr>
<td>Addendum No. 2</td>
<td>April 20, 2017</td>
<td>185 pages</td>
</tr>
<tr>
<td>Addendum No. 3</td>
<td>May 2, 2017</td>
<td>97 pages</td>
</tr>
<tr>
<td>Addendum No. 4</td>
<td>May 5, 2017</td>
<td>211 pages</td>
</tr>
<tr>
<td>Addendum No. 5</td>
<td>May 10, 2017</td>
<td>5 pages</td>
</tr>
<tr>
<td>Addendum No. 6</td>
<td>May 15, 2017</td>
<td>102 pages</td>
</tr>
<tr>
<td>Addendum No. 7</td>
<td>May 24, 2017</td>
<td>116 pages</td>
</tr>
<tr>
<td>Addendum No. 8</td>
<td>May 25, 2017</td>
<td>1510 pages</td>
</tr>
<tr>
<td>Addendum No. 9</td>
<td>June 23, 2017</td>
<td>97 pages plus 4 Cost Breakdown spreadsheets in EXCEL format</td>
</tr>
<tr>
<td>Addendum No. 10</td>
<td>July 6, 2017</td>
<td>68 pages</td>
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11.1.8. **Reference Documents.** The Contract Documents include the following Reference Documents.

<table>
<thead>
<tr>
<th>Document Title</th>
<th>Date</th>
<th>Pages</th>
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<tbody>
<tr>
<td>Geotechnical Investigation Report (RFP or Addenda)</td>
<td>11/15/2016</td>
<td>115</td>
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<tr>
<td>Roosevelt HS Site Hydrology Report</td>
<td>N/A</td>
<td></td>
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<tr>
<td>Arborist Report &amp; Tree Survey (RFP or Addenda)</td>
<td>2/16/17</td>
<td>60</td>
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<tr>
<td>LAUSD Approved Plant List (See CD)</td>
<td>October 2016</td>
<td></td>
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<tr>
<td>Electrical and Signaling System Site Survey (RFP or Addenda)</td>
<td>1/18/2017</td>
<td>189</td>
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<td>Topographic Site Surveys (RFP or Addenda)</td>
<td>5/11/2015</td>
<td>10</td>
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<tr>
<td>FETU Phase 1 – Citadel Environmental Services (RFP or Addenda)</td>
<td>4/14/2017</td>
<td>23</td>
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<tr>
<td>FETU Phase 2 – Citadel Environmental Services (RFP or Addenda)</td>
<td>5/10/2017</td>
<td>1,462</td>
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**NON-VERIFIED INFORMATION - as defined in Article 1.1.226 of the Supplemental Conditions.**
<table>
<thead>
<tr>
<th>Summary of Proposed Excavation Areas - TRC (RFP or Addenda)</th>
<th>4/25/2017</th>
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<td>Ground Penetrating Radar Map (RFP or Addenda)</td>
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<tr>
<td>Fire Alarm &amp; Sprinkler Reports (RFP or Addenda)</td>
<td>Dec 16/Aug 15</td>
<td>49</td>
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<tr>
<td>LAUSD Building, Room and Room Numbering Guidelines (See CD)</td>
<td>Latest Edition as of 8/16/2017</td>
<td>2+4</td>
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<tr>
<td>LAUSD Design Guidelines and Treatment Approaches for Historic Schools</td>
<td>January 2015</td>
<td>106</td>
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<tr>
<td>LAUSD CAD Standards (See CD)</td>
<td>Latest Edition as of 8/16/2017</td>
<td></td>
</tr>
<tr>
<td>Electronic Review Process (Vol. #2) Guidelines for Design Teams (Bluebeam) (See CD)</td>
<td>Latest Edition as of 8/16/2017</td>
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11.2. Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context in which they are used.

11.3. Prior to execution of this Agreement, Design–Builder shall carefully review all of the Contract Documents and advise District of any claimed conflicts or ambiguities. Notwithstanding the order of precedence listed in Paragraph 1.3.12 of the General Conditions, in the event of any ambiguity, difference, discrepancy or purported conflict between any of the Contract Documents, the provision placing a more stringent requirement or greater burden on the Design–Builder or requiring the greater quantity and/or higher quality of material or the higher standard of workmanship shall prevail, unless otherwise directed by the District Representative in writing.

12. ARTICLE 12 FINGERPRINTING

12.1 Fingerprinting. Design–Builder, its employees, agents, subcontractors, subcontractor
employees, sub-consultants and sub-consultant employees who go to school sites when
students are present will be required to comply with the requirements of the California
Education Code Sections 45125.1 and 45125.2 at no cost to the District. In accordance with
Section 45125.1 (d) all personnel going to the school site(s) must submit his or her
fingerprints to the California Department of Justice (DOJ) in a manner authorized by the DOJ
to determine whether the employee has been arrested or convicted of any crime. All
personnel who may come in contact with students must be cleared by DOJ (Section
42125.1(f)). Any person who has been arrested or convicted of any serious or violent felony,
as defined by California Penal Code Sections 667.5 and 1192.7 will not be allowed on LAUSD
property. The Design-Builder is responsible for the administration and all costs relating to
the fingerprinting and screening by the DOJ of all candidates for positions with the District.
Confirmation of the DOJ clearance or confirmation that the fingerprints have been
submitted to DOJ must be submitted to the District prior to employees visiting the school
site. If the above time requirements cannot be met a letter of explanation must be
submitted for the District’s approval prior to visiting the school site.

13. ARTICLE 13 KEY STAFF

13.1 Key Staff. In addition to other requirements of the Contract Documents, including Section
3.8 of the General Conditions, Design-Builder shall submit to the District and obtain written
approval of the resumes of the proposed Project staff of Design-Builder and its
sub-consultants who will be the responsible point of contact throughout the duration of the
Project. Design-Builder shall submit for approval by the District in writing, the name of one
person on the Design-Builder staff and one person on each of its consultants’ staff who will
be the responsible point of contact throughout the duration of the Project. If changes must
be made due to unavoidable circumstances, the Design–Builder shall submit the name(s)
and resume(s) of the person(s) to the District in writing for approval prior to making the
replacement. District shall have the right to request replacement of any consultant or
project staff.
CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR’S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST DESIGN-BUILDERS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, and P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.

In executing this Agreement, District and Design–Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary Board of Education or corporate approvals to execute this Agreement, and perform the services described herein.

WHEREFORE, This Design–Build Contract is entered into as of the day and year first written above.

OWNER: LOS ANGELES UNIFIED SCHOOL DISTRICT

(Signature)

SUNG YON LEE,

(Printed Name)

Interim Chief Procurement Officer,

(Title)

Date:

DESIGN-BUILDER: SWINERTON BUILDERS

(Signature)

 Deleted: GEORGE SILVA

(Printed Name)

(Title)

Deleted: Chief Procurement Officer

Date:
February 25, 2013

Via: U.S. Registered Mail

Mark Mardock
McCarthy Building Companies, Inc.
20401 S.W. Birch Street, Suite 300
Newport Beach, California 92660

Re: Notice of Termination for Convenience of Design-Build Contract (Contract No. 1110078)

Dear Mr. Mardock:

Pursuant to Section 15.3 of the General Conditions of the Design-Build Contract (Contract No. 1110078), the Los Angeles Unified School District hereby terminates for convenience said Design­Build Contract (Contract No. 1110078).

As a result of this termination for convenience, please comply with the provisions of Paragraph 1.4.6 of the Design-Build Contract as well as timely submit an Application for Payment pursuant to Paragraph 15.3.3 of the General Conditions.

If you have any questions, please contact Margaret Caputo at (213) 241-8705, or by email at margaret.caputo@lausd.net.

Respectfully,

Hugh Tucker, Director
Contract Administration
Los Angeles Unified School District
5-DAY NOTICE OF TERMINATION FOR CONVENIENCE

May 27, 2015

SWINERTON BUILDERS
886 South Figueroa Street, Suite 3000
Los Angeles, CA 90017
Attn: David Callis, Vice President, Division Manager

Fax: (213) 896-0027
Sent via Electronic Mail, Fax, and U.S. Registered Mail

Mandarin and English Dual Language Immersion ES Project
Contract No.: 1510002

Dear Mr. Callis,

Pursuant to Section 7.1 of the General Conditions for Design-Build Contract number 1510002, the Los Angeles Unified School District hereby terminates for convenience said Design-Build Contract 1510002.

As a result of this termination for convenience, please comply with the provisions of Paragraph 1.4.6, of the Design-Build Contract, as well as timely submit an Application for Payment pursuant to Paragraph 15.3.3 of the General Conditions.

If you have any questions, please contact me at (213) 241-8767, or by e-mail at hugh.tucker@lausd.net

Sincerely,

Hugh Tucker
Deputy Director of Facilities Contracts
LAUSD

C: Yvette Merriman-Garrett
   Mark Hovatter
   Kristina Tokes
   Greg Garcia
   Scott Singleton
   Jennifer Iocland
The LAUSD Office of Environmental Health & Safety (OEHS) invites you to a California Environmental Quality Act (CEQA) PUBLIC MEETING. We will present the Draft Environmental Impact Report (DEIR) to the public, and receive comments and questions regarding the results.

What is a Draft EIR? The Draft EIR is a report that evaluates the potential effects the new school project may have on the surrounding environment, such as cultural resources, noise, traffic, etc.

This Draft EIR is in relation to the $173-million COMPREHENSIVE MODERNIZATION PROJECT currently in the planning stage for the Roosevelt High School campus.

Starting 2/6/18 the Draft EIR can be reviewed at:
- LAUSD, Office of Environmental Health and Safety, 333 S. Beaudry Ave., 21st Floor, Los Angeles, CA 90017
- Roosevelt High School – Main Office, 456 S. Mathews St., Los Angeles, CA 90033
- LAUSD, Local District - East, 2151 N. Soto St., Los Angeles, CA 90032
- Benjamin Franklin Public Library, 2200 E. 1st St., Los Angeles, CA 90033
- LAUSD-OEHS Website: http://achieve.lausd.net/CEQA

For more information on the CEQA process, please call Edward Paek at (213) 241-4676 or email at edward.paek@lausd.net.
For more information about the meeting, please call Fortunato Tapia at 213 241-1338 or email at fortunato.tapia@lausd.net.
La Oficina de Salud y Seguridad Ambiental de LAUSD (OEHS) le invita a una **REUNIÓN PÚBLICA** sobre el Acta de Calidad Ambiental de California (CEQA). Presentaremos el Borrador del Informe sobre el Impacto al Medio Ambiente (**Draft EIR**) a la comunidad, y recibiremos sus comentarios y preguntas sobre los resultados.

**CEQA — Draft EIR**

**REUNIÓN PÚBLICA**

**MIÉRCOLES, FEB. 21, 2018**

6 p.m.

En la Cafetería de Roosevelt HS
456 S. Mathews St., L. A. 90033

**Temas:**

- Actualización sobre el Proyecto
- Proceso CEQA y Resultados del **Draft EIR**
- Comentarios Públicos sobre el **Draft EIR**

**Qué es un Borrador de EIR?** Es un reporte que evalúa cualquier impacto que el proyecto pudiese tener en sus alrededores, como recursos culturales, ruido, tráfico, etc.

Este Borrador de EIR es en relación al Proyecto de Modernización Integral de $173 Millones propuesto para la escuela preparatoria Roosevelt.

**Empezando el 2/6/18,** el Borrador del EIR estará disponible para revisión pública en:

- LAUSD, Oficina de Salud Y Seguridad Ambiental,
  333 S. Beaudry Ave., Piso 21, Los Angeles, CA 90017
- Roosevelt High School — Oficina Principal,
  456 S. Mathews St., Los Angeles, CA 90033
- LAUSD, Distrito Local - East,
  2151 N. Soto St., Los Angeles, CA 90032
- Biblioteca Pública Benjamin Franklin,
  2200 E. 1° St., Los Angeles, CA 90033
- Sitio Web de OEHS: [http://achieve.lausd.net/CEQA](http://achieve.lausd.net/CEQA)

_o_ PARA MÁS INFORMACIÓN SOBRE EL PROCESO CEQA, LLAME A EDWARD PAEK AL (213) 241-4676 O POR EMAIL A [EDWARD.PAEK@LAUSD.NET](mailto:EDWARD.PAEK@LAUSD.NET)

_o_ PARA MÁS INFORMACIÓN SOBRE LA REUNIÓN, LLAME A FORTUNATO TAPIA AL (213) 241-1338 O POR EMAIL A [FORTUNATO.TAPIA@LAUSD.NET](mailto:FORTUNATO.TAPIA@LAUSD.NET)
APPENDIX 10.0-15

Letter C18 Flores Exhibit 1
EXHIBIT 1
November 14, 2017

Mr. Edward Paek, CEQA Project Manager
Los Angeles Unified School District
Office of Environmental Health and Safety
333 South Beaudry Avenue, 21st Floor
Los Angeles, CA 90017
Email: CEQA-comments@lausd.net

RE: Roosevelt High School Comprehensive Modernization Project (Roosevelt Comp Mod) NOP

Dear Mr. Paek:

On behalf of the Los Angeles Conservancy, thank you for the opportunity to comment on the Notice of Preparation (NOP) for the Roosevelt High School Comprehensive Modernization Project and proposed demolition and replacement of the campus, which has been identified as a National Register-eligible historic district. Given the rarity and historic cultural significance of the campus, and its strong connections to the Boyle Heights community, we are concerned about the loss of this important community asset.

As there will be an unavoidable significant impact, we urge LAUSD to consider a range of potentially feasible alternatives to demolition in the Draft Environmental Impact Report (EIR) that could accomplish most of the project goals while retaining one or more of the campus’ historic buildings, notably the original Auditorium and Classroom Building (Building 1).

I. Historical Significance of Roosevelt High School Campus

Located at 456 Mathews Street in Boyle Heights, Roosevelt High School is culturally significant for its association with the 1968 student walkouts, known as the “Blowouts,” which were an important early activity in the Chicano Civil Rights movement. Roosevelt High was identified as a National Register-eligible historic district for its association with the Chicano Civil Rights movement by Los Angeles’ SurveyLA in 2014 and that finding was reaffirmed by LAUSD’s Supplemental Historic Resource Evaluation Report for the campus in May 2017.

The campus opened in 1923 and expanded over the decades to encompass the entire block bounded by Mathews, Mott, 4th and 6th Streets. The original Auditorium and Classroom Building (Building 1), which received a seismic upgrade and PWA Moderne remodel following the 1933 Long Beach earthquake, continues to anchor the campus which contains a mix of buildings from subsequent decades.

Roosevelt High, along with four other East L.A. high schools, was thrust into the national spotlight in March 1968 when Mexican-American students staged the Blowouts to demand educational equality. Smaller and bilingual classes, more Latino teachers and a curriculum that addressed Latino history, and counseling for
college entrance rather than automatic vocational training were among the students’ requests.

Building 1 is documented as the primary setting for activities associated with the Blowouts on the Roosevelt campus, including a sit-in that students staged on the lobby stairs and an assembly held by District officials in the auditorium.

The Blowouts – and Roosevelt High’s pivotal role in this -- were a catalyst for the Chicano Civil Rights movement in Los Angeles that spread throughout the nation. It is widely considered the first major protest against racism and educational inequality staged by Mexican-Americans in the United States.

II. Project Description, Purpose and Need

According to the NOP, the proposed project is designed to address the most critical physical concerns of the buildings and grounds at the campus while upgrading, renovating, modernizing, and reconfiguring the campus to provide facilities that are safe, secure, and better aligned with the current instructional program.

The district’s goal to provide a safe and healthy environment that promotes learning is important. Preservation, continued use, and rehabilitation of historic school facilities are fully capable of achieving this outcome, an approach LAUSD has demonstrated with other historic school facilities. However, what is not clear is the purpose and need to demolish and replace Roosevelt High’s historic campus buildings with a new facility.

Citing concerns about unique seismic challenges associated with Roosevelt High, LAUSD provided the Conservancy, The Building 1 Seismic Analysis Project (“study”), completed by the DLR Group and subcontracted through Saiful Bouquet, dated October 19, 2017. The study states, “[i]t is important to also note that many of the existing building structural elements are inadequate to effectively contribute to the seismic resisting systems, and as a result they are being bypassed and not relied upon with the majority of the proposed upgrade work resisting 100% of the seismic forces rather than supplementing the existing systems.”

Several questions have arisen as we attempt to understand why seismic challenges are more pronounced at Roosevelt High, especially in comparison to other similar LAUSD facilities that have been retained and retrofitted. Why does the project exceed the 50 percent threshold of replacements costs, and did that cost include the seismic costs as well? Would the scheme change if the existing lateral force resisting elements were counted in the capacity instead of "bypassed"? Are the previously added shotcrete shear walls being counted? If not, why? The study provided to the Conservancy was published after the issuance of the NOP. Is there an earlier study available that provides more details that informed LAUSD’s decision making process?

Fortunately, code flexibility for historic buildings and technological advances provide myriad options for seismically retrofitting historic buildings with minimal impacts to character-defining features. Preservation Brief 41: The Seismic Retrofit of Historic Buildings is a good primer on issues to consider when planning a seismic retrofit:

Reinforcing a historic building to meet new construction requirements, as prescribed by many building codes, can destroy much of a historic building’s appearance and integrity. This is because the most expedient ways to reinforce a building according to such codes are to impose structural members and to fill irregularities or large openings, regardless of the placement of architectural detail.
The results can be quite intrusive. However, structural reinforcement can be introduced sensitively. In such cases, its design, placement, patterning, and detailing respect the historic character of the building, even when the reinforcement itself is visible.

Preservation architects and engineers have made great strides in addressing seismic concerns. Recent advances in carbon and composite fiber wrap, center coring, and the strategic insertion of shear walls and bracing have allowed our most beloved historic buildings, such as the 1913 Los Angeles County Natural History Museum and the 1911 Huntington Art Gallery, to retain significant historic fabric, adhere to the Secretary of the Interior’s Standards, and meet today’s seismic and use requirements. These innovations have been facilitated by the California Historical Building Code, which offers code flexibility to meet the performance requirements of current codes without sacrificing historic integrity.

III. Draft EIR Must Evaluate a Range of Potentially Feasible Preservation Alternatives

A key policy under CEQA is the lead agency’s duty to “take all action necessary to provide the people of this state with historic environmental qualities and preserve for future generations examples of major periods of California history.” To this end, CEQA requires public agencies to deny approval of a project with significant adverse effects when feasible alternatives or feasible mitigation measures can substantially lessen such effects.

Courts often refer to the EIR as “the heart” of CEQA because it provides decision makers with an in-depth review of projects with potentially significant environmental impacts and analyzes a range of alternatives that reduce those impacts. Based on objective analyses found in the EIR, agencies “shall mitigate or avoid the significant effects on the environment whenever it is feasible to do so.” The lead agency cannot merely adopt a statement of overriding considerations and approve a project with significant impacts; it must first adopt feasible alternatives and mitigation measures.

As currently envisioned, the proposed project would demolish all existing contributors to the National Register-eligible historic district, resulting in the complete loss of the historic resource. Accordingly, the draft EIR should evaluate at least one preservation alternative that would retain and adaptively reuse sufficient historic district contributors as part of the project to maintain the campus’ continued National Register eligibility.

We want to see Roosevelt High become a high quality educational facility, as the proposed project seeks to create, and we believe that can also be accomplished through a partial preservation alternative that retains and seismically upgrades Building 1 as part of the overall project. While such an alternative would likely not enable the campus to retain its National Register eligibility, we believe it would allow for a project that can honor the rich cultural significance of Roosevelt High, while mitigating some of the other losses associated with the proposed project.

2 Public Resource Code, Sec. 21001 (b), (c).
3 Sierra Club v. Gilroy City Council (1990) 222 Cal.App.3d 30, 41; also see PRC Secs. 21002, 21002.1.
5 Public Resource Code, Sec. 21002.1.
The renovation of existing buildings and new construction are not mutually exclusive and the retention of Building 1 would not lessen the various upgrades planned throughout the rest of the campus. While it may not make as efficient use of space as a new classroom building, a renovated Building 1 alongside much of the project’s proposed new construction would enable LAUSD to accomplish most of its goals for a revamped campus while retaining Roosevelt’s iconic centerpiece and most important physical link to the Blowouts.

In evaluating a partial preservation alternative that retains Building 1, a reconfiguration of some of the proposed new structures will be necessary. Of the six new structures proposed, three occupy portions of the footprint of Building 1: the gymnasium and the two classroom buildings on the east side of the campus’s central axis.

Shifting the gymnasium south to 6th Street where surface parking is currently proposed allows that structure to remain adjacent to the athletic field. The footprints of the two new classroom buildings opposite the central quad are partly encompassed by that of Building 1, suggesting in part that a renovated Building 1 could provide a portion of the classroom space currently proposed for the same site in new construction.

IV. Lead Agency Must Not Pre-Commit to a Project

Pre-planning stages for the Roosevelt High School Comprehensive Modernization Project included the Board of Education’s approval of pre-design and due diligence activities necessary to define the proposed project in March 2015. This included the completion of a preliminary historic resource evaluation in June 2015 that was flawed and incorrectly identified the campus as not being eligible as a historic resource when in 2014 the campus had been identified as a National Register-eligible historic district through the City of Los Angeles’ SurveyLA program.

Following our review of the preliminary historic resource evaluation, the Conservancy provided LAUSD with additional information highlighting the cultural significance of the campus and the need for a thorough historic resource assessment that evaluated the campus based on local, state and national eligibility criteria. As a result, the 2017 cultural resource evaluation (Draft Supplemental Historic Resource Evaluation Report for Roosevelt Senior High School, Los Angeles, Los Angeles County, California, ASM Affiliates, May 2017) identified the campus as a National Register-eligible historic district for its associations with the Blowouts and Chicano Civil Rights movement.

While LAUSD has now commissioned a thoroughly comprehensive evaluation that detailed the cultural significance of Roosevelt High and four other LAUSD campuses associated with the Blowouts, it appears that the planning for the proposed Roosevelt High project, as initially conceived, has continued apace without reconsidering the retention of any identified historic resources. Instead, an Interpretive Plan is included as an appendix to the cultural resource evaluation.

LAUSD’s action on August 22, 2017 is also problematic, where the Board of Education authorizes the Chief Procurement Officer to enter into a contract ($144,357,565) with Swinerton Builders and LPA, Inc. for the “Design and Construction of the Roosevelt High School Comprehensive Modernization Project.” This action appears to pre-commit LAUSD to a certain outcome prior to the completion of the environmental review process, and consideration of viable preservation alternatives. Has a contract been signed and was any CEQA review or clearance completed for this action? Also, are there contingencies in place within the contract, should LAUSD pursue a preservation alternative instead?
An agency may not pre-commit to a project before CEQA review is completed, because “[a] fundamental purpose of an EIR is to provide decision makers with information they can use in deciding whether to approve a proposed project, not to inform them of the environmental effects of projects that they have already approved.” Even though CEQA review has just begun, LAUSD must take care to allow the environmental review process to determine the version of the project that is ultimately certified.

A further concern involves the community outreach for the proposed project, which may not have proactively alerted local residents and stakeholders to the campus’s change in historical status several months after the initial community meetings erroneously informed residents it lacked historical significance. With the environmental review commencing and public comments being sought, we hope LAUSD will provide greater transparency in addressing the community on the campus’s historical status and fully explain that preservation alternatives must be considered alongside the proposed project.

**About the Los Angeles Conservancy:**
The Los Angeles Conservancy is the largest local historic preservation organization in the United States, with 6,000 members throughout the Los Angeles area. Established in 1978, the Conservancy works to preserve and revitalize the significant architectural and cultural heritage of Los Angeles County through advocacy and education.

Thank you for the opportunity to comment on the NOP for the Roosevelt High School Comprehensive Modernization Project. Please do not hesitate to contact me at (213) 430-4203 or afine@laconservancy.org should you have any questions or concerns.

Sincerely,

Adrian Scott Fine
Director of Advocacy

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7 *Laurel Highlands Improvement Association v. Regents of the University of California* (1988) 47 Cal.3d 376, 394.
EXHIBIT 2
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ACTIVITY LOG

COMMUNITY MAPS

COMMUNITY PLAN

I. Introduction
II. Function of the Community Plan
III. Land Use Policies and Programs
IV. Coordination Opportunities for Public Agencies
# Boyle Heights Activity Log

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Boyle Heights initially developed as one of Los Angeles’ first residential suburbs. The arrival of the railroads in the 1880s brought industrial development to the area just west of the Los Angeles River in downtown. Immigrants and residents employed in this industrial sector settled on the "mesa" on the eastside of the Los Angeles River in what today is the inner-city community of Boyle Heights.

The community served as the initial point of settlement for many European immigrants. Los Angeles’ expansion westward in the 1930s and 1940s was accompanied by demographic shifts in the composition of Boyle Heights. With the industrial development of Los Angeles, Mexican labor was recruited and eventually succeeded the European immigrants of Boyle Heights.

By the 1920's, the land in Boyle Heights had been almost totally subdivided and some of Los Angeles' first public institutions and public buildings were built at this time, along with many private schools, sanitariums, religious facilities and other institutions. Consequently, much of the community's infrastructure and housing stock is very old.

During this same period, the physical environment of Boyle Heights evolved as the industries located on the west side of the Los Angeles River expanded into the northern, western and southern edges of the Boyle Heights Community.

During the 1950s, four public housing projects were constructed in Boyle Heights, two of which were subsequently enlarged.

Subsequently, (and probably the most significant factor to alter the environment) the construction of four major freeways took place. Two freeways were built in the 1940’s and two more in the early 1960’s. As a result, Boyle Heights was segmented into four smaller areas and one large area. This segmentation has resulted in inadequate services to some of the neighborhoods in Boyle Heights.

The community of Boyle Heights is currently the target for several projects and studies that will ultimately have a significant impact on the land-use patterns and economic activity of the community.
These include the proposed Metro Rail Red Line extension which will include three station stops in Boyle Heights; a proposed redevelopment of the portion of the Aliso Village public housing project south of First Street by the Housing Authority; a future Redevelopment Project Area for the industrial and commercial sector pending the results of a feasibility study by the Community Redevelopment Agency; an existing State sponsored Enterprise Zone; a Los Angeles Neighborhood Initiative (LANI) project, and the expansion of the Los Angeles County-USC Medical Center.

Boyle Heights is designated a High Density Unemployment Area (HDUA) by the State of California. It forms a part of the Eastside Enterprise Zone, a State sponsored economic development program, implemented by the City's Community Development Department. The Enterprise Zone Program provides a variety of tax credits to eligible businesses as well as financing programs and other incentives to preserve existing businesses and encourage business expansion within the zone. This program has been in effect since 1988.

Currently, the Community Redevelopment Agency is undertaking a feasibility study to establish a redevelopment project area in Boyle Heights. The feasibility study focuses on the industrial and commercial land only, and does not include the residential component of the community. The feasibility study entails an examination of development trends, land costs, transportation facilities, employment, demand for retail, future property values and blight.

Overall, the area is in need of economic development. Land-use policy alone will not encourage the investment necessary to generate economic activity and jobs for the community.

Boyle Heights is also one of the communities being targeted by the Los Angeles Neighborhood Initiative Project (LANI). The LANI program will utilize federal funds for streetscape improvements for several commercial corridors throughout the city. A 1.6 mile stretch of East First Street between Boyle Avenue and Lorena Avenue will be targeted for revitalization.

Also, the Metropolitan Transportation Authority has received approval from the Federal Government for the Metro Rail Red Line extension from Union Station to the unincorporated community of East Los Angeles. The Red-Line extension will include three station stops in Boyle Heights at First Street and Boyle Avenue, Avenida Cesar Chavez and Soto Street, and First Street and Lorena Avenue. MTA is providing funding to the City of Los Angeles to develop an economic development strategy for the First Street and Boyle Avenue station stop which will form a part of the proposed Mariachi Plaza at the same intersection.

The Aliso Village public housing project located west of this intersection will be undergoing redevelopment. The new design of the housing project proposes to provide a pedestrian link to the First Street and Boyle Avenue station stop.

Finally, the existing Los Angeles County/USC Medical Center located on the north side of Marengo Avenue in the community of Northeast Los Angeles will undergo a major expansion. While most of the expansion will take place on the north side of Marengo Avenue, a portion will extend to the south side
of Marengo Avenue between Kingston Avenue and Brittania Street, within the boundaries of the Boyle Heights Community, where parking will be located.

The cumulative impact of these transportation, housing, and economic development programs, once implemented, will have an impact on the land use patterns and economic activity of Boyle Heights. At such time, the Land-Use Policies, Goals and Objectives of this plan should be re-examined to reflect the economic conditions of the community.

**SETTING**

Boyle Heights is situated at the eastern boundary of the City of Los Angeles and is surrounded by the City of Vernon to the south, the unincorporated community of East Los Angeles to the east, the communities of Lincoln Heights and El Sereno to the north and the Los Angeles River and downtown to the west.

The topography of Boyle Heights is generally flat and the street grid system is oriented for east/west travel. The major east/west arterials are Marengo Avenue, Avenida Cesar Chavez, First Street, Fourth Street, Whittier, Olympic and Washington Boulevards. These streets provide through regional access from downtown to the outlying communities beyond East Los Angeles such as Monterey Park, Whittier, Montebello and Santa Fe Springs.

The major north/south arterials are Soto Street, Lorena Street and Indiana Street. Evergreen Avenue also provides north/south access but is narrow at the southern portion of Boyle Heights and ends at the northern border of Boyle Heights.

Boyle Heights contains 3,807 acres or roughly six square miles. It contains a mix of residential, commercial, industrial, open space and public facility land.

**COMMUNITY PARTICIPATION**

The State of California requires citizen participation in the preparation of the General Plan. Government Code Section 65351 reads "During the preparation or amendment of the general plan, the planning agency shall provide opportunities for the involvement of citizens, public agencies, public utility companies, and civic, education, and other community groups, through public hearings and any other means the city or county deems appropriate."

Community participation will occur through an Open House and Public Hearing process to assist in identifying community issues and formulating the land use policies and objectives contained in the Boyle Heights Community Plan.

**COMMUNITY ISSUES AND OPPORTUNITIES**

The following summarizes the most significant planning land use issues and opportunities facing the Boyle Heights Community.
The permitted densities range from Low Medium I Residential to Medium Density Residential. The Low Medium I category typically consists of two detached single family structures, or duplexes, on one lot. The Low Medium II category also includes similar patterns as in the Low Medium I category. In addition, large older single-family residential structures have been converted into triplexes and four-plexes; some lots are developed with a single-family structures plus one or two units to the rear, or smaller apartment buildings with an average of about six to eight units depending on the lot size.

The Medium density category is generally characterized by older two-story apartment buildings with inadequate off-street parking. While generally built-out, there are some pockets that are not. Existing smaller apartment buildings that are not at maximum density are not likely to be redeveloped as current parking requirements would not allow many more units than currently exist.

Many of the residential structures are turn-of-the-century structures that are in fair to poor condition. The architectural styles range from Victorian to Craftsman bungalows. Occasionally some of these structures can still be found in their original state and are well maintained. However, due to the age and the expense of maintaining these structures, many have been stuccoed and others are in need of extensive repair. Restoration would be an expense beyond the means of the average property owner in this community.

Most of Boyle Heights was subdivided in the earlier part of the century and contains a large number of lots that are substandard as to lot area and lot width by Municipal Code standards. Although many portions of the community appear to be low scale in character, the density is high due to the small lots, substandard subdivisions, conversions of older structures and the high ratio of persons per unit.

Although much of the housing stock is old, with some exceptions, it still provides viable housing opportunities for both renters and homeowners. There are some pockets in the community where the housing stock is marginal and in need of major rehabilitation. These areas may also provide opportunities for redevelopment in order to accommodate an increasing population.

**Issues**

- Need to rehabilitate the existing low-density housing stock.
- Need to provide more affordable housing.
- Lack of open space in multi-family developments.

**Opportunities**

- Access and proximity to downtown and to the industrial base.
- Potential for new housing in proximity to proposed Metro Rail station stops.
• Locate retail and office commercial uses along the street frontages and locate residential uses on the upper levels of structures and portions of the sites facing downtown.

• Require stepbacks above the second floor for those structures along street frontages.

• Create a pedestrian plaza/corridor along the River frontage with a pedestrian bridge to the west side of the Los Angeles River.

• Create a pedestrian bridge over Olympic Boulevard connecting the two major sites.

• Widen Soto Street and provide a bus pull out and drop off area along Soto Street.

• Integrate market rate housing along riverfront.

• Integrate affordable housing near existing housing.

Any future development of these sites should take into account these principles and concepts.

NEIGHBORHOOD CHARACTER

The physical character of Boyle Heights is low-scale in nature both along the commercial corridors and in the residential community as well.

Issues

• Preserve the existing low scale character of the community.

• Preserve the continuity of the streetscape and enhance community identity.

• Mitigate the adverse impacts of new high density residential development such as bulk, open space and parking.

Opportunities

• Removal of underutilized or substandard structures to develop pedestrian-oriented uses along commercial corridors and community focal points.

• Development of areas adjacent to proposed Metro Rail station stops with provision of open space and adequate parking for commercial and residential uses.
1. That industrial uses, wherever possible, be clearly defined and separated from other uses by freeways, flood control channels, arterials, and other physical barriers.

2. That a transition of industrial uses be developed, where feasible, from intensive uses to less intensive uses in those areas adjacent to residential uses.

3. That the City encourage the use of public and private resources designed to stimulate industrial rehabilitation, intensification and new development.

4. That the industrial areas north of the San Bernardino Freeway and west of the Golden State Freeway, west of the Aliso-Pico neighborhood and Santa Ana Freeway, and south of Olympic Boulevard, all of which are located conveniently near transportation facilities, be maintained and improved as a means of providing revenue to the City and employment opportunities for its residents.

Programs

The Plan recommends:

1. Initiation of industrial zone designations to zones that conform with the land use policies of this Plan.

2. A study to determine the feasibility of providing efficient, labor-intensive industrial parks in existing industrial areas containing vacant land, abandoned railroad rights-of-way and marginal industrial uses.

PUBLIC FACILITIES AND OPEN SPACE

The City of Los Angeles provides and administers a number of public services and facilities, such as parks, libraries, and police, and fire protection and paramedic ambulance service. Other services, such as health care, welfare and education, are administered by County or State agencies and consequently are not under City control. However, in determining needed services, setting priorities and allocating resources, the City Council make the City's concerns known to these higher level jurisdictions through the adoption of appropriate policies.

Generally, public facilities in Boyle Heights were established prior to and during the Community's growth in the 1920's. From 1950 to 1960 two new neighborhood parks and a new police station were developed. While most facilities were originally quite innovative and above standard for their time, many are below current standards and in need of improvement or replacement. Also, many older facilities are inadequate to accommodate new concepts or techniques, such as those relating to library service or fire protection.

Since the development of most facilities in the 1920's, land use in the Community has greatly changed and intensified. These changes include:
industrial development of the 1940’s, development and expansion of public housing projects in the 1940’s and 1950’s, and the continued program of freeway construction. All of these changes have generated additional demands for police, fire, library and recreational services. The ethnic composition has changed and is now predominantly Spanish surname. In part, the Community functions as the initial starting point for many Spanish-surname families from Mexico and the Southwestern United States. These changes have increased the need for public facilities and changed the type and quality of public services needed. Plans for service systems must also take into account a substantial number of “undocumented aliens” residing in the Community.

The demand for new or improved public facilities has grown far beyond available City resources. Land for new sites or the expansion of existing sites requires the acquisition of residential properties, decreasing the housing stock in the Community. Given this constraint, the improvement of existing facilities should be given prime consideration. Whenever possible, concepts of intensification, rehabilitation, reuse and multiple use of facilities and sites should be utilized. Site size standards should be tailored to unique Community conditions, and site expansion.

RECREATION AND PARKS FACILITIES

Objectives

1. To provide adequate recreation and park facilities which meet the needs of the residents in the community.

2. To conserve, maintain and better utilize existing recreation and park facilities which promote the recreational experience.

Policies

Preserve and improve the existing recreation and park facilities and park space.

Programs

The City Department of Recreation and Parks should work with the Los Angeles Unified School District to develop a program for shared use of school sites for recreation and parks sites for education.

OPEN SPACE

In the Boyle Heights Plan area, which is highly urbanized, important open space areas do exist. Open space is important due to its role in both physical and environmental protection. There are two classifications for open space, privately owned and publicly owned.

Open space is broadly defined as land which is essentially free of structures and buildings or is natural in character and which functions in one or more of the following ways:
1. Recreational and Educational opportunities.
2. Scenic, cultural and historic values.
3. Public health and safety.
4. Preservation and creation of community identity.
5. Right-of-way for utilities and transportation, facilities.
6. Preservation of natural resources as ecologically important areas.

**SCHOOLS**

**Objectives**

1. To secure appropriate locations and adequate facilities for schools to serve the needs of the existing and future population.
2. To site schools in locations complementary to existing land uses and in locations which will enhance community identity.

**Policies**

Encourage compatibility in school locations, site layout and architectural design with adjacent land uses and community character and, as appropriate, use schools to create a logical transition and buffer between different uses.

**Programs**

Require that a decision maker involved in a discretionary review for a proposed school, adopt a finding which supports the application of this policy.

**LIBRARIES**

**Objectives**

1. To ensure adequate library facilities are provided to the area's residents.
2. To encourage the City Library Department to provide adequate library service which responds to the needs of the community.

**Policies**

1. Support construction of new libraries and rehabilitation and expansion of existing libraries as required to meet the changing needs of the community.
2. Encourage flexibility in siting libraries in mixed use projects, pedestrian oriented areas, transit oriented districts, and similarly accessible facilities.

**Programs**

1. The Plan designates the existing library sites to the Public Facilities plan category and changes the zone to Public Facility. This new
CIRCULATION

FREeways AND STREETS

The circulation system -- railroads, streets and freeways - impacts the Boyle Heights community in a manner unlike any other area in the city. The Southern Pacific and Santa Fe Railroads were developed between 1876 and 1885 on flat terrain along the southern and western peripheries of the community, dictating the future pattern of industry and truck traffic. The location of industry, and the more severe hillsides to the north, function as physical barriers to the north-south movement of traffic through the Community. The Community functions as an east-west traffic funnel for motorists entering and leaving employment centers of the Central City area.

The residential core of Boyle Heights has been repeatedly bisected by the construction of freeways. The San Bernardino Freeway was first opened in 1943, followed by the Santa Ana, Golden State, Pomona and Santa Monica Freeways. In total, they represent 9.6 miles of continuous freeway and occupy 10% of the Community's land area.

The development and intensification of the total circulation system is the result of urban growth and regional traffic demands.

It is imperative that any modifications include mitigation measures adequate to minimize additional negative impacts and mitigate existing impacts on public facilities, environmental quality and social stability and to avoid any further erosion of the residential integrity of the Community.

Objectives

1. To provide for a circulation system coordinated with land uses and densities in order to accommodate the movement of people and goods.

2. To minimize the detrimental impact of all existing freeways in the Community.

3. To minimize the conflict between vehicular and pedestrian traffic.

Policies

It is the City's policy:

1. That no residential, commercial or industrial zone changes be approved unless it is determined that transportation facilities, existing or assured, are adequate to accommodate the traffic generated.

2. That arterial and local streets be developed in accordance with standards and criteria contained in the Mobility Plan of the General Plan and the City's Standard Street Dimensions, except where environmental issues and planning practices warrant alternate standards consistent with capacity requirements.

3. That the unique character of Community streets should be maintained and enhanced by improved design characteristics such as street trees, landscaped median strips, traffic islands and special paving.
APPENDIX 10.0-17
Letter C18 Flores Exhibit 3
EXHIBIT 3
COMMUNITY PROFILE IN BRIEF

Boyle Heights is situated at the eastern boundary of the City of Los Angeles and is surrounded by the communities of Lincoln Heights and El Sereno to the north, the unincorporated community of East Los Angeles to the east, the City of Vernon to the south, and the Los Angeles River and Downtown Los Angeles to the west. The Community Plan Area is one of three located within the City’s East Los Angeles Planning Region. The Boyle Heights Community Plan Area lies within Council District 14 and is served by the Boyle Heights Neighborhood Council. The topography of Boyle Heights is generally flat and the street grid system is oriented for east/west travel. The major east/west arterials are Marengo Avenue, Avenida Cesar Chavez, First Street, Fourth Street, and Whittier, Olympic and Washington Boulevards. These streets provide through regional access from downtown to the outlying communities beyond East Los Angeles such as Monterey Park, Whittier, Montebello, Commerce, and Vernon. The major north/south arterials are Soto Street, Lorena Street and Indiana Street. Evergreen Avenue also provides north/south access but is narrow at the southern portion of Boyle Heights and ends at the northern border of Boyle Heights. Boyle Heights is historically known for its cultural diversity - having been a destination for Mexican, Jewish, Japanese, and Russian immigrants. The 2010 Census estimates a population of approximately 85,000 people. Boyle Heights is approximately six square miles and it contains a mix of residential, commercial, industrial, open space and public facility land uses. Please see Appendix B for more background information on the area’s rich cultural history and land use development patterns.

Vision Statement and Guiding Principles

“This community was built by generations of immigrants, fostering a sense of pride in the work ethic, rich cultural identity, and community activism of those who call it home. Boyle Heights is a historic and cultural treasure with a diverse local economy that has the potential to bring prosperity and opportunity to residents of today and to future generations. Building upon its distinctive, pedestrian friendly, traditional neighborhood character, this community envisions a plan that is supportive of environmental quality, economic vitality, and urban design that promotes safe and walkable neighborhoods.”

This vision is an overall theme guiding the plan, as well as principles that were developed by way of listening to multiple community stakeholders (please see Appendix C - Public Participation Process). Some of the key principles guiding the overall direction of the plan pertain to providing economic opportunity that facilitates a range of employment choices and local entrepreneurship, as well as strong commercial corridors that provide for neighborhood-serving uses. Maximizing the benefits of public transit, while preserving an affordable range of housing choices that foster a thriving, healthy, and sustainable community is also a key principle that guides this plan. An outline of other guiding principles can be found in Appendix C. The Vision statement and principles guiding the plan have shaped the goals and policies that guide the plan. In addition, updating the plan also includes studying trends and projections for population growth, and this information is analyzed to accommodate reasonably expected growth until through the year 2040. Below are some informational graphics that explain the development trends and growth projections for Boyle Heights.

Trends and Projections

The State of California requires that cities plan for changes in population, housing, and employment; if growth is projected, each city must accommodate a share of the region’s anticipated growth. These projections are developed by the Southern California Association of Governments (SCAG), which forecasts population and job growth for the cities and counties in the six-county Southern California region. The City must then accommodate, or create the
“capacity” for, these projected levels of population, housing, and employment through its Community Plans. This section describes the Boyle Heights Community Plan’s population, housing, and employment projections and the methods used to estimate the reasonably expected development or capacity created by the proposed plan, as well as other influencing factors that may impact these estimates. In addition, recent state legislation, including two important climate change bills, available in Appendix A.

**Population, Housing, and Employment**

SCAG’s 2040 demographic and socioeconomic forecasts for Los Angeles are based on historic and recent growth trends. The Department of City Planning (DCP) refines allocations of the population and housing within the City’s 35 communities so that projected growth is directed to community centers, nodes and corridors, consistent with the Framework Element and other City policies. The Boyle Heights Community Plan is designed to accommodate the 2040 population, housing, and employment projections based on assumptions about the amount of development that can reasonably be expected to occur during the life of the plan, given the general plan’s designations and policies. Estimates for population, housing units and employment in the Boyle Heights Community Plan are shown in **Table 1-1** below:

**Table 1-1. Population, Housing, and Employment**

<table>
<thead>
<tr>
<th></th>
<th>Existing Conditions[1]</th>
<th>2040 SCAG Projections[2]</th>
<th>Proposed Plan Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Population</strong> (persons)</td>
<td>86,000</td>
<td>93,000</td>
<td></td>
</tr>
<tr>
<td><strong>Housing</strong> (dwelling units)</td>
<td>23,000</td>
<td>27,000</td>
<td></td>
</tr>
<tr>
<td><strong>Employment</strong> (jobs)</td>
<td>26,000</td>
<td>34,000</td>
<td></td>
</tr>
</tbody>
</table>

\[1\] Interpolated data from SCAG 2016 RTP. Numbers have straight line interpolation from 2012 base year to 2016.

\[2\] Department of City Planning, Adjusted SCAG projection.

Past building data demonstrates that not all sites will be built to the maximum densities permitted by the plan for a variety of reasons, including economic conditions and market trends, financial lending practices, and construction and land acquisition costs, physical site constraints, and other General Plan policies or regulations. The reasonable expectations about the level of future development determine the Plan’s capacity to absorb any projected increase in population, housing, and employment. A more detailed discussion of population, housing, and employment projections and capacity is included in the Environmental Impact Report (EIR) for the Boyle Heights Community Plan.

**Other Influencing Factors**

In any planning effort, population projections and estimates are prepared in an attempt to anticipate, predict, and forecast population trends over a planning period. Understanding population change is necessary to predict future demand for housing units, transportation, community facilities, and natural resources within the Plan area. It needs to be recognized, however, that these figures are only best estimates and are derived from regional data disaggregated to the City and Boyle Heights Community Plan community level. The intensity of development is affected by many factors, and the rate at which population, jobs, and housing grow
may be faster or slower than anticipated. External factors, such as global economic trends, demographic changes, immigration and migration rates, global warming, and water rights may also influence community development.

Recent State Legislation
At the State level, senate and assembly bills are often adopted that influence local planning policy. For example, recent legislation calls for greater local emphasis on greenhouse gas reductions as well as better integration of transportation and land use planning. See Appendix A for more detail about relevant laws.
CULTURAL AND HISTORIC RESOURCES

LU Goal 20
Neighborhoods that exhibit a distinctive historic character are enhanced through both the preservation of existing resources and the incorporation of new buildings that reinforce the qualities of the local setting.

LU Policy 20.1
Consult the findings from the Historic Resources Survey Report developed through the Survey LA program for the Boyle Heights Community Plan Area to prioritize the preservation and restoration of identified historic resources.

LU Policy 20.2
Provide design standards that guide new development in areas with an identified historic character to ensure that new development is compatible with the prevailing character.

LU Policy 20.3
Promote the preservation of remaining examples of bungalow courtyard architecture and encourage the development of new bungalow courtyards as an efficient and attractive housing typology.

LU Policy 20.4
Forge partnerships with relevant neighborhood organizations to advance preservation efforts in the community through educational and informational programs.

LU Policy 20.5
Protect individually significant historic resources and districts in Boyle Heights from demolition or adverse alteration.

LU Goal 21
Art enriches the public realm by encouraging people to connect with the cultural, historic, and social context of the community.

LU Policy 21.1
Support efforts to preserve and restore the rich inventory of murals found throughout Boyle Heights.

LU Policy 21.2
Encourage mural work by local artists to animate blank building surfaces along alleyways and side streets.

LU Policy 21.3
Encourage new development to incorporate public art along building facades and in outdoor areas.

LU Policy 21.4
Grant opportunities to local artists when commissioning artwork for both the public realm and private projects.

LU Policy 21.5
Consider opportunities for multiple forms of public art, including but not limited to seating, lighting, landscaping and shade structures.

LU Goal 22
Artistic, historic, and cultural resources are preserved for the education and enjoyment of existing residents and future generations.

LU Policy 22.1
Encourage the restoration and adaptive reuse of underused historically and culturally significant buildings. Support the repurposing of such buildings for new uses that provide benefits to the community while reinforcing the unique historical and cultural context of each structure.

LU Policy 22.2
Support the continuous maintenance of Evergreen and Odd Fellows Cemeteries as historic and culturally significant resources.
LU Policy 22.3
Protect existing, significant garden apartment developments, as feasible, by proactively upgrading structures and utilities and maintaining landscaped open spaces in keeping with original character.

LU Goal 23
Vibrant commercial districts and public places that exhibit a strong cultural identity are reinforced through improved urban design and activation.

LU Policy 23.1
Reinforce the historic and cultural identity of Cesar E. Chavez Avenue with building form, facade and design standards that contribute to the existing character.

LU Policy 23.2
Promote the restoration and reuse of the existing stock of early 19th Century brick commercial buildings in order to uphold the historic and cultural character of Cesar E. Chavez Avenue.

LU Policy 23.3
Ensure that the area surrounding Mariachi Plaza continues to function as a vibrant cultural and community hub where local music and art are strongly expressed in the public realm and by local businesses.

LU Policy 23.4
Encourage new development around Mariachi Plaza that reinforces the site’s status as an important social and cultural resource for the community of Boyle Heights.

LU Policy 23.5
Reinforce the important role that El Mercado has played in fostering local commerce and culture.

LU Policy 23.6
Promote greater integration and improved permeability between the indoor marketplace of El Mercado and surrounding streets.

LU Policy 23.7
Encourage future projects to build upon the commercial and cultural activity centered at El Mercado.

LU Policy 23.8
Pursue opportunities for the development of centralized parking structures and prioritize excess surface parking lots for public space.

LU Goal 24
The restored historic Sears building and surrounding sites are redeveloped with a dynamic mix of housing and community-serving uses.

LU Policy 24.1
Support the adaptive reuse of the historic Sears building in a manner that preserves the architectural integrity of the structure as a landmark while incorporating uses that provide employment and economic benefits to the community.

LU Policy 24.2
Encourage the infill of surface parking areas surrounding the Sears building in a manner that provides active ground floors of buildings along Olympic Boulevard and Soto Street along with pedestrian linkages that break up large blocks and serve to integrate the site into the surrounding urban fabric.

LU Policy 24.3
Ensure that future infill development around the Sears building reinforces its physical status as a popular landmark.
EXHIBIT 4
A message from Board President Mónica García...

From March 1 to March 8, 1968, approximately 15,000 students walked out of classes from Wilson, Garfield, Lincoln, Roosevelt, Belmont, and other Los Angeles high schools, demanding adequacy, equity, and cultural relevancy. Read more...

Read the complete list of student demands of the Board of Education in 1968

Upcoming Events

Today
Board Re-enactment

Saturday
Local District Central Arts Festival

→ view calendar

Instructional Resources

Fostering Civil Discourse: A Guide for Classroom Conversations
Tools to help prepare your classroom and your students to practice civil discourse, an essential skill for effective civic participation.

Engaging Students in Peaceful Dialogues about Conflict and Bias
A packet of resources to engage students in peaceful dialogues about supporting safe school environments.

11 Ways Schools Can Help Students
Examples of prevention, intervention and education strategies in order to promote inclusive school environments where young people can learn, thrive and become their best selves.

The Chicana and Chicano Civil Rights Movement

Featured Video

Share Your Voice

Additional Resources

UCLA Conference about the 1968 Chicana(o) Student Walkouts

Los Angeles Times: '60s 'Blowouts': Leaders of Latino School Protest See Little Change

PBS Documentary on East L.A. Blowouts: Walking Out for
A lesson plan providing a ‘non-traditional history of the United States’ developed by UCLA professor Pedro Navarro, Jr.

more

Justice in the Classrooms
Pomona College Instructional Guide for 1968 Walkouts
East Los Angeles College
California State University Los Angeles
InnerCity Struggle

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333 South Beaudry Avenue, Los Angeles, CA 90017
Phone: (213) 241-1000  Fax:
A message from Board President Mónica García

Fifty years ago, Chicano student leaders from the historic Eastside region of Los Angeles demonstrated the power of nonviolent resistance through El Movimiento, part of the Latino civil rights movement for sociopolitical empowerment, and raised consciousness of the Mexican-American experience in the U.S.

From March 1 to March 8, 1968, approximately 15,000 students walked out of classes from Wilson, Garfield, Lincoln, Roosevelt, Belmont, and other Los Angeles high schools, demanding adequacy, equity, and cultural relevancy from the Los Angeles Unified School District.

They sought educational justice.

Today, the student walkouts continue to be a significant moment in U.S., Latino, and education history. We are grateful for the actions and courage by youth for systemic accountability. Since then, this District has made progress by increasing graduation rates to 80 percent, investing more than 13 billion dollars in school repair, modernization, and construction, and integrating a student-centered Kids First approach. As was true then, there is still more work to do.

Fifty years from now, in 2068, our community remembers every individual that fought for civil rights and envisions a Los Angeles where every child is prepared for and has access to the college and career of their choice, and, is a productive and self-fulfilled member of our society.

Welcome to Vision 2068!

In the spirit of hope,
School Board President Mónica García

Return to Vision 2068 Home Page
ORAL HISTORY

Selected Excerpts of Oral History Interviews

Hershey Eisenberg
- Hollenbeck Park
- Canter's Delicatessen
- Roosevelt High School

Leo Frumkin
- Growing up (in Boyle Heights) and being in the UAW
- Bonding in "the Heights"
- Roosevelt High School
- Brooklyn Ave/Cesar Chavez name change

Freda Maddow
- Summer at the Beach
- Street life on Brooklyn Avenue

Mollie Wilson Murphy
- Japanese American friends leaving for camp
- Why she saved the letters

Sandie Okada
- Restrictive housing covenants

Fumi Satow
- Brooklyn Ave/Cesar Chavez name change

Cedrick Shimo
- Buddhist church [Nichiren Temple]
- "Proving" his loyalty to the U.S.

James A. Tolmasov
- Not differentiating between whites

Buddy Webber
- Boyle Heights' uniqueness
Selected excerpts from Boyle Heights interviews

**Hershey Eisenberg, on Hollenbeck Park**
It was a very tight community, especially if you didn't have a car. You couldn't travel. So we would walk from City View over to Hollenbeck Park. In those days Hollenbeck Park took up about two to three times the amount of area that it does now. The freeway cut it all off. It was a beautiful park. They used it in the movies. I know it was in Pajama Game, and it was in a lot of the movies. They had a very graceful Japanese bridge over the water, and they had canoes and little motorboats you could rent, and sloping hills. I used to roll down the hill all the time. We used to go fishing in Hollenbeck Park, and we'd take a little straight pin and bend it, and a piece of bread, and some thread. We'd put it in there and catch these little minnows. That's what we used to do. We'd go there mostly on Sundays.

**Hershey Eisenberg, on Canter's Delicatessen**
The Canter's corned beef sandwich sold for a dime, and I never had a corned beef sandwich. I never had a dime. A dime was a lot of money when you were a kid. Mrs. Canter handled the money. When you came out, you had to go by Mrs. Canter. She also had a grill in the window, and she would make little salamis about this big and about this round. It was called schtickle, like a piece, and they would sell it a nickel a schtickle. They would sell it in a Russian rye roll with this piece of (chuckles) salami. It was just tremendous. If you were a kid, and you had a nickel, that was your real treat. Canter's did a very big business. Canter's Deli was the most famous spot in Boyle Heights. People came from all over to go to Canter's Deli.

**Hershey Eisenberg, on Roosevelt High School**
Roosevelt High was the most amazing experience anyone could have gone through. It was really a melting pot. No one had any bad feelings about the other person's color, their religion, or their beliefs. We worked together. Very seldom did we have any problems.

**Leo Frumkin, on growing up and being in the UAW**
I grew up in the streets of L.A. I was not a pampered little kid. I spent all my time on the streets, like many of us did. We'd come home from school; we had one pair of shoes, we'd take them off and go play ball in the streets because you didn't want to ruin your pair of shoes. So I was basically a street kid, and I don't mean it in a bad sense but in the sense that that's how you grew up. You never learned to back off from everybody, so you went to work in a union and the foreman told you to go faster, you'd tell him in no uncertain terms, this is as fast as you could go. And you would encourage other people to do the same thing. When they saw you
doing it, other people would do the same thing. We had the highest—the second year I was in office there, we had the highest rate of pay of any UAW local in the Los Angeles area. We would walk out—at the drop of a hat, we'd walk out. And they needed us. It was tough to get labor, and I understood that and explained to people that they need us more than we need them. People weren't afraid of losing their jobs. You could always go out and get another job.

**Leo Frumkin, on bonding in "the Heights"**

To this day, I'll run across people I haven't seen in thirty or forty years. It's just a certain bond. It's hard to explain. I don't know about other places, but certainly in Los Angeles, that bond just never existed, doesn't exist among anybody except the kids from the Heights. It was a large family. It was really a very large family. You slept in each other's homes. You'd eat at each other's homes. Kids in my block, their parents would give me tortillas and my mother would give them matzos two or three times a year, whenever we were supposed to have matzo. Again, I didn't come from a religious family, but it was just this interchange. It was a fellowship. I don't know what term you would use, except that you became internationalists. At least [that's] what I became. And that sort of guided me through my whole life. I think it was the most wonderful experience anybody could have had in that period of time, and I relish it.

**Leo Frumkin, on Roosevelt High School**

Roosevelt was the key. That was the lynchpin, the anchor. Not so much where you lived but where you went to school. If you went to school at Roosevelt, you were okay, no matter where you lived. You could live in Sacramento, and it's okay. If you went to Roosevelt, you're all right. (chuckles)

**Leo Frumkin, on the Brooklyn Avenue/Cesar Chavez name change**

I wish they would have taken First Street and made it Cesar Chavez. I think they should have. I mean, I think it's a wonderful thing that they did that; I just wish it weren't Brooklyn Avenue. Take First Street, take Fourth Street, take any street like that, but Brooklyn Avenue was ... it was just different. Why didn't they take First Street? Maybe it's because Brooklyn Avenue doesn't run that far. I wish they would have made First Street Cesar Chavez, and that would have been wonderful for me. But it misses-in Jewish they say the "taste." It misses the taste of it, of what you grew up with.

**Freda Maddow, on summer at the beach**

We'd go to this beach that was between Santa Monica and Ocean Park, where there was a lawn. It's still there. It's the end of Pico Boulevard where the ocean is. We'd stay there, and this beach had a rope down into the ocean. On one side of the rope were all the black people, and on the other side were all these Jewish people. We rented a place every summer down there, and I loved to stay until everybody left, then I could play with the black kids. It's like when the rope was there, you didn't cross over. That was one of the nice things that I remember, going to the beach every summer.

**Freda Maddow, on street life and Brooklyn Avenue**
I went back with some man who was taking people around and showing me how all these synagogues were now churches. I was looking where our restaurant was, and everything looked small. And of course, all the signs are in Spanish. (laughs) It looks nice, but it just doesn't look familiar like it did. So there's not that kind of street life that feels like it's my street life. It's a different street life. (chuckles) And that was important, the street life. We never thought of staying in our backyard or on our porch. We were always on the street on Brooklyn Avenue.

**Mollie Wilson Murphy, on her Japanese American friends leaving for camp**
I had a lot of emotions, but one was the unfairness and stuff. That really got to me. But since I can't do anything about that, I have to deal with whatever I can. They were still my friends. So yeah, I felt, [sighs] . . . . You know, you're asking me how I felt forty-some-odd-years ago. (chuckles) I can't honestly tell you, because I can't remember. But there was pain, and there was a feeling of . . . . See, I have to always think, if they can do it to them, they can do it to me too. So that's always in the back of your mind. And from then on, they seemed to be doing okay from their letters, so you make the best of it.

**Mollie Wilson Murphy, on why she saved the letters**
It's not for you so much as it is for people who come after you. Because, see, like ours, I have no language. I have no I do have a history, but it's being pulled out now. And that means that a part of you is robbed. It's hard for you to understand, because you have it, but it's not hard for me to understand, because I don't have it. I don't know if you understand what I'm talking about. Because when you don't have a language, you're missing something. I'll interact with, say, some Africans. They have everything, and they can tell you. I can't even tell you from which part or which tribe I come from. There's nothing, so I thought it was important.

**Sandie Okada, on restrictive housing covenants**
You know, our parents couldn't live where they wanted to live. Every place was restricted. Asians, African Americans, and Latinos could only live in a certain area, and that's why we all ended up in the same place, in Boyle Heights, because that was the only place that would accept us.

**Fumi Satow, on the Brooklyn/Cesar Chavez name change**
It was really nice. Even Boyle Heights was real nice. Sometimes we used to go to Brooklyn Avenue, and I'm so sorry they changed the name to what is it? Cesar Chavez, because if they kept the name Brooklyn, it would sort of be a memorial. Yeah, Brooklyn Avenue was real nice. We would go to some of the delicatessens and buy things and eat, which was nice. I liked that Brooklyn Avenue.

**Cedrick Shimo, on the Buddhist church**
The most unusual thing about that Buddhist church [Nichiren Temple] was every Christmas the priest would dress up as Santa Claus, pass out presents, and at that time, we thought it was normal. Now I look back, hey, that's a Christian tradition and here was a Buddhist minister
dressed as Santa Claus. (laughs) They were very liberal and open-minded.

**Cedrick Shimo, on "proving" his loyalty to the U.S.**
Prove my loyalty? I had nothing to prove. I always figured I was an American. In fact, when I was in the 1800th, the FBI, or intelligence officer, interviewed me and said, "If Japan invaded this country, which side would you fight for?" And I said, "Whoever's defending the camps. That's all I have. There's nothing else worth fighting for. And if I want to die, I want to die defending the camps." I said, "It more likely would be the guards that would be initiating gunning the people." At that time, things were pretty bad. Like we just picture, if Japan were invading, the local population would do anything to kill the Japanese. If they're all in one camp, I could just see them machine-gunning them. So I said, "If the U.S. is defending them, I'll fight on the U.S. side. If Japan is defending them, I'll fight on the Japanese side." He didn't like my answer. (chuckles) So I got busted again. But it made common sense to me. I said, "Gee, what are we fighting for?" All I got left is in Manzanar and Santa Fe. I had a chip on my shoulder.

**James A. Tolmasov, on nationality**
When you see a white person, what nationality are they? Are they Irish or just Germans, or Armenians, or what? We never paid much attention to that. You went to school with the kids that were walking on the sidewalk with you. You made friends with them. They were living next door to you, so that's how you met your friends. And then you played ball with them or they were in your classroom. We weren't picky. We didn't say, "I want to be with your friend and not their friend." You just grew up with them, and we respected each other.

**Buddy Weber, on Boyle Heights' uniqueness**
[Sharing ethnic foods, etc.] were traditional things that made that neighborhood so unusual. These were parts of our lives that occurred all the time until we left. It wasn't just an occasional thing. It was there all the time. You always felt at home and very comfortable like you belonged. That's the secret of Boyle Heights. We belonged. If I were to say anything about the whole life of which I was proudly a part, it was belonging.

**George Yoshida, on intergenerational conflict**
We didn't have much to do with our parents at all. They just were people who (chuckles) came from Japan, kind of thing. We were Americans. We ate hotdogs, and played baseball and all that. Of course, a few Isseis they must have been Isseis originally organized baseball teams. So that was the beginning of the whole athletic world in the Japanese community. But the leaders amongst the Niseis our young group were older Niseis who became leaders in Boy Scouts and social groups. So the interactions with Isseis were very much limited. I think much of it had to do with the language problem too. We didn't want to speak Japanese. We didn't want to be Japanese anymore. And what do they offer? Well, maybe jobs (chuckles) of course, but other than that, we wanted to be Americanized, I guess. Our interests were American.

**George Yoshida, on the mass incarceration and civil rights**
There's a lot of talk after the fact nowadays. I remember, it was just several years ago, some of
my Sansei friends said, "How come you guys didn't say 'No, we won't go' and defend yourself?"
and so forth and so on. But we were just really just a minority of people where you have just
about the whole nation against you. Who do we turn to for support? Well, American Friends
Society said, "No, that's not right. They shouldn't put Japanese into the camps." That was not
enough. You know, the black Civil Rights Movement came many years later, and resistance to
violation of civil rights. There was no such thing as civil rights for many in those days, and it
included us too, Japanese Americans, and Asians in general.

George Yoshida, on "the enemy"
One of the things was that we didn't want to be Japanese or the "enemy," so we destroyed
Japanese figures, Japanese records, photographs of connections with Japan, dishes, artifacts,
and other kinds of things that had anything to do with Japan. We didn't want to be looked upon
as Japanese, as the enemy, but we were.
THINGS TO DO > EVENTS

Documentary captures life and culture surrounding the East L.A. Classic

https://www.sgvtribune.com/2017/06/14/documentary-captures-life-and-culture-surrounding-th...
Documentary captures life and culture surrounding the East L.A. Classic

By CHRISTOPHER YEE | cyee@sng.com | San Gabriel Valley Tribune
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It started with a brief mention on local news radio: A high school football game in East Los Angeles was expected to draw more than 20,000 people.

The number shocked longtime documentary film editor Billy McMillin, given that he’d never been to a high school football game that drew more than 200 people.

The game, of course, was the East L.A. Classic, the annual rivalry game between Garfield and Roosevelt high schools that began in 1925. Fans from the two schools annually fill East Los Angeles College’s Weingart Stadium in Monterey Park to its capacity of about 25,000 people.

“It was remarkable to me that a game that is so widely known in the community, one that galvanizes the community, could be completely nonexistent outside the area,” McMillin said.

So McMillin sought to capture the game and the people who make it “the biggest high school football game west of the Mississippi” in his documentary “The Classic,” set to debut Thursday as part of the Los Angeles Film Festival.

The documentary is centered around the 2014 Classic and follows four students and their struggles both on and off the field.

The film will show at 8:15 p.m. at the ArcLight Santa Monica in the Santa Monica Place shopping center. While advance tickets are sold out, the theater will form a “rush line” at 7:15 p.m., and 15 minutes before the film is shown, those in the rush line will be allowed to buy tickets and fill empty seats remaining in the auditorium.
Documentary captures life and culture surrounding the East L.A. Classic – San Gabriel Valley Tribune

https://www.sgvtribune.com/2017/06/14/documentary-captures-life-and-culture-surrounding-th...
The Chicana and Chicano Civil Rights Movement

El Movimiento: Empowerment, Liberation, Revolution, Identity, and Struggle

A Non-Traditional History of the United States
11th Grade

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The Chicana and Chicano Civil Rights Movement, sometimes called the Chicano Movement or *El Movimiento*, Spanish for The Movement, was essentially a political, educational, and social justice journey with the purpose of achieving social liberation and empowerment for the ethnic community of Mexican-Americans in the United States. By the 1960's, at the height of the Civil Rights era, strife had become apparent between the dominant oppressor of white mainstream society and the discriminated ethnic communities all across the nation. Inequalities and injustices in societal issues became the final push factor for these ethnic communities to become socially and politically conscious of their rights as citizens of the United States, and so it led to them uprising against an unequal society.

These communities included Mexican-Americans, African-Americans, Asian-Americans, Puerto Rican-Americans, and more; all that Mexican-Americans demanded better education, working conditions, political
empowerment, and social liberation. During this era, revolution was in the air. There were changes to self-identity in ethnic communities; African-Americans began to embrace the term Black as a way to empower themselves. For Mexican-Americans, a new form of identity was born, in the term of Chicana and Chicano; a term that united La Raza, The Race. Once considered as a derogatory term towards Mexican-Americans, now became the name to show cultural, political, and ethnic identity, Chicana and Chicano had become the notorious symbolic term used to associate themselves with La Causa, The Cause. The Chicana/o Movement went from political campaigns to educational reform.

There are a few speculations as to the origins of what Chicanas/os call El Movimiento. Some Chicana/o scholars argue that the Chicana/o Movement was a continuation of the Mexican-American Civil Rights Movement during the 1940’s; however, some of the issues relating to education and social liberation are dissimilar in nature, thus not making it have a direct correlation to that of the Mexican-American Civil Rights Movement of the 1940’s. In contrast, numerous historians, sociologists, and political analysts suggest that the Movement began in 1848, when the United States defeated Mexico in the land conquest of the U.S.-Mexico
War of 1846; a war where the United States annexed more than 6 present day Southwest States, a phenomenon that has been known to become as the Mexican Cession of 1848 under the Treaty of Guadalupe-Hidalgo. In any case, the origin of the Chicana/o Movement is at best ambiguous, but nevertheless, it represents an ethnic struggle that has been fought for many decades now, and continues today…

Lesson 1: “The Quest for a Homeland”

Objectives: To learn and understand their quest of regaining their once place of origin known as Aztlan, a mystical land that was annexed by the United States during the U.S.-Mexico War and Treaty of Guadalupe Hidalgo of 1848; for the purpose of establishing their own Chicana and Chicano society.

Key Terms:  
-Aztlan  
-U.S.-Mexico War 1846-1848  
-Treaty of Guadalupe Hidalgo 1848  
-Mexican Cession  
-Plan Espiritual de Aztlan  
-La Raza  
-Radicalism  
-Nationalism
The quest for their homeland was introduced by Chicano independence activists during the height of the Movement during the 1960’s and 1970’s. They used the symbolic term of Aztlan to refer to their mystical land of origin, located in what was Northern Mexico, now the U.S. Southwest. The reason why they desperately wanted to socially and culturally reclaim these lands were for the sheer purpose of establishing their own Chicana and Chicano society; a Society that would be in their direct control, apart from the influence of white mainstream society.

In 1969, the First National Chicano Liberation Youth Conference in March 1969 held in Denver, Colorado gave birth to the Chicano nationalist manifesto known as “El Plan Espiritual de Aztlan.” Probably the most significant political and cultural aspect of the Chicana and Chicano Movement was their manifesto known as the Plan Espiritual de Aztlan which advocated for Chicano nationalism and self determination for Mexican-Americans. Fundamentally what this Chicano
nationalistic manifesto, El Plan Espiritual de Aztlan, did was it structured the theme that La Raza (Chicanos) must use their nationalism as the key or common denominator for mass mobilization and organization. Once Chicanos were committed to the idea and philosophy of El Plan Espiritual de Aztlan, they could only conclude that social, economic, cultural, and political independence was the only road to total liberation from oppression, exploitation, and racism. Their struggle then must have been for the control of Chicana and Chicano barrios, campos, pueblos, lands, economy, culture, and political life. El Plan Espiritual de Aztlan committed all levels of Chicano society - the barrio, the campo, the ranchero, the writer, the teacher, the worker, the professional - to La Causa (The Cause). And essentially the cause was for Mexican-American/Chicano liberation.

However, this nationalistic manifesto contained certain organizational goals that some argued resembled the characteristics of a nation state as described by many historians. The manifesto called for unity, economic control, educational opportunities, access to gate keeping institutions, self defense, cultural awareness and recognition, and of course political
liberation. These are all fundamental dynamics of a nation; the only important characteristic left out by the Plan was land and territory. Without territory, it became a bit more complex to establish their ideologies and have a safe haven to call their homeland. In any case, people might have wondered where did the Plan Espiritual de Aztlan fell under in regards to the political spectrum. There is no doubt this manifesto was a Left radical nationalistic Movement. Radicalism is a political orientation that favors fundamental, drastic, revolutionary changes in society, literally meaning "changes at the roots." Furthermore, another Plan was also developed as an intellectual social movement within the Chicana and Chicano Movement. This was El Plan de Santa Barbara; a manifesto that would change the educational world for Chicano students forever.

**Analytical Questions**

1. **What were the main dynamics of El Plan Espiritual de Aztlan?**

2. **What were its implications?**

3. **In what sense was the quest by Chicanas/os to get back their symbolic homeland true?**

4. **How radical was El Plan Espiritual de Aztlan?**

5. **What were the political ideologies of it?**

6. **Has cultural nationalism grown as a result of El Plan Espiritual de Aztlan?**

7. **Do you believe that Chicanas/os will ever reclaim their “homeland?”**
Lesson 2: “Reclaiming Back the Education in the Schools”

Objectives: To comprehend and analyze the inequality in education, Mexican-American/Chicana/o students were receiving in schools and universities across the nation. This is by far, without a doubt, arguably the most crucial aspect of the Chicana/o Movement, for it changed and reformed education while restructuring the school system and curriculum for a more in-depth history of Mexican-Americans/Chicanas/os in the United States; covering their social, political, and ethnic issues in society.

Key Terms:

- El Plan de Santa Barbara
- 1968 Chicano Blowouts
- First National Chicano Liberation Youth Conference, March 1969
- MEChA (Movimiento Estudiantil Chicano de Aztlán, "Chicano Student Movement of Aztlán")
- Chicano Plan for Higher Education
- 1969 UC Berkeley Third World Strike
- University Restructuring and Educational Reform
The educational system had been viewed as broken, unequal, and discriminatory for quite some time now. There was no doubt that education reform was at the top of the Chicana/o Movement agenda. Mexican-Americans/Chicanas/os took notice of the lack of incorporating their historical background in the courses and curriculum of U.S. history. In addition, many of these schools lacked proper facilities to facilitate the education these ethnic students deserved. And so came the response by students.

In the town of East Los Angeles, a great number of High Schools became the target for educational reform through social activism. As a former student myself from one of the original East L.A. public high schools involved in the walkouts, Wilson High School, I know firsthand the effect it had on not only the quality of education students received many years later following the aftermath, but also the impact it had on the community as well. Apart from Wilson, other major high schools involved in these walkouts consisted of Lincoln, Roosevelt, Garfield, and Belmont. The East L.A. Walkouts, also known as the Chicano Blowouts, were a series of walkouts and
boycotts orchestrated mainly by the students and one Chicano educator, Salvador Castro, against the educational inequalities they were experiencing in those schools during that period. Prior to these events, both college and high students had been developing a method to get the school board’s attention, and they felt that walking out was the best form of activism to express their beliefs and concerns about “the inequitable conditions, inadequate resources, and unjust education they received in the city’s public schools” in the Los Angeles Unified School District. Based on the article “Examining Transformational Resistance” by Daniel Solórzano and Dolores Delgado, “In 1968, people witnessed a worldwide rise in student movements in countries such as France, Italy, Mexico, and the United States. In March of that year, more than 10,000 students walked out...” This was so massive and known that it made headline news across various countries of Latin origin. It gave proof to the world that a new group of young students was conscious of their ethnic background, and they knew themselves they were on the rise, in great numbers too.
At the First National Chicano Liberation Youth Conference in the March 1969 convention held in Denver, Colorado El Plan de Santa Barbara was written, a manifesto that would change the educational world for Chicano students forever. This document/manifesto was created in April 1969 at the University of California, Santa Barbara for the institutionalization and implementation of Chicana/o Studies educational programs on all campuses. “El Plan de Santa Barbara” was written by the Chicano Coordinating Council on Higher Education, and has been the basis for the Chicana/o Studies educational departmental program in California. In the next couple of years society took notice of the effects that the Chicano Blowouts of 1968 and the Chicano Plan for Higher Education proposal in 1969 had on academia. Evidently their passion paid off, for it indirectly led into the establishment of the Chicana/o Studies Program at the University of California, Los Angeles (UCLA) in 1973 (Departmentalized in 2005); similar to the development of the Ethnic Studies Program initiated at the University of California, Berkeley essentially due to the 1969 Third World Strike.

Analytical Questions:

1. What is your perspective on the Plan de Santa Barbara?

2. What changes did it implement in the educational system in California?

3. What do you think about Chicana/o High School students becoming aware of the inequalities in education and showing activism through a social movement by walking out/boycotting the East L.A. H.S.’s?

4. How has UCLA and UC Berkeley, the top two public universities in the country, advanced from the Plan de Santa Barbara, leading them to become pioneer in such academic disciplines?
Lesson 3: “Fighting for Political Empowerment”

Objective: To analyze the political implications and political issues brought forth by the Chicana/o Movement. The rise of Chicana/o political activism and a Mexican American political party.

Key Terms:

- Mexican American Political Association (MAPA)
- MEChA (Movimiento Estudiantil Chicano de Aztlán, "Chicano Student Movement of Aztlán")
- The Mexican American Legal Defense and Educational Fund (MALDEF)
- Mexican-American Youth Association (MAYA)
- The Raza Unida Party
- Mexican American Youth Organization (MAYO)

With heightened political issues apparent during this revolutionary time for Chicanas/os in their Movement, there had to been organization, planning, and political
movement. This transpired in youth organizations as well as the creation of the Raza Unida Party. Most of these political organizations were established to combat the political side of the Chicana/o Movement; issues that required political attention. These included concerns in education, warfare, lack of political representation in U.S. politics, and more. The Plan de Santa Barbara and Plan Espiritual de Aztlan aided in the forming of various youth organizations that promoted political awareness.

Furthermore, what this Plan brought forth were organizations based on culture, sociohistorical, political consciousness, mobilization, and social recognition such as UMAS, MAYA, MASC, M.E.Ch.A., and more. As Max Elbaum describes in his “1968-1973 A New Generation of Revolutionaries,” how the system became the target for educational boycotting, political attack, and social change. Heightened political awareness provoked the question “what needs to be done?”

**Analytical Questions:**

1. What were the political organizations that sprouted out of the Chicana/o Movement?
2. How were the youth organizations essential to the political movement?

3. What is the current position of Chicanas/os in U.S. politics?

4. Are any of these political organizations still active today?

Lesson 4: The Struggle in the Working Fields

Objective: To comprehend and understand the history behind the struggle in the agricultural and labor part of the Chicana/o Movement, the working fields, as they fought for better wages and better working conditions.

Key Terms:

- United Farm Workers
- Cesar Chavez

It was in this labor sector of the Chicana/o Movement where a true Chicano national leader emerged by the name of Cesar Chavez. He was a Mexican-American farm worker, labor leader, and civil rights activist who, with Dolores Huerta, co-founded the
National Farm Workers Association, which later became the United Farm Workers. He began his major work in the early 1960’s as he became active in worker’s rights and labor rights, primarily those working in the fields. He inspired countless labor organizations all across the United States, where he received national recognition by peers, boycotted numerous fruits and vegetables for the purpose of receiving proper wages and conditions for Mexican-American labor and field workers. His legacy is one that still is seen today, through his successors. He lived long enough to see some changes in society, and most of it was due to his efforts.

**Analytical Questions**

1. In what ways did the United Farm Workers help these laborers?

2. What are the current issues surrounding farm workers today?

3. Does immigration play a crucial role?

4. What is Cesar Chavez’s legacy in today’s Mexican-American community?

**Lesson 5:**

"The Movement Continues!!"
Objective: To understand that the Chicana/o Movement continues on in today’s contemporary society. With new issues in education, immigration, and political changes, the struggle continues...

Key Terms:

- Proposition 187 and HR 4437
- HR 4437
- 2006 Immigration Reform Student Walkouts
- 1993 UCLA Chicano Hunger Strikes
- “Sensenbrenner Bill”

According to the archives from MEChA, in 1987-1988 the Faculty Senate Committee recommended the disestablishment of the Chicana/o Studies program and suspension of the major. The next few years it worsened, when the program was struggling with only a yearly budget of $1500 and UCLA suspended new admissions to all incoming Chicana/o Studies majors. These acts were seen as unjust to many students and therefore sparked the protests from many student organizations and outside advocates. MEChA was one of the original groups to hold first demonstrations in support of a Chicana/o Studies Department demanding that Chancellor
Charles Young meet with community leaders and establish the program at UCLA. When Chancellor Young refused to established the program, a new form of student activism surfaced to the eyes of society.

In the book “De Colores Means All of Us” the author Elizabeth Martinez states how “It soon became clear that if a new movement were to emerge, it would need an agenda that would also be new... an agenda had to move beyond narrow cultural nationalism and recognize the need for serious, nonsectarian coalitions with other progressive students of color...” (220). This was no longer a high school matter but rather a world class university battling for the departmentalization of a concentrated study. However, Chancellor Young kept giving them the go around, and finally on the eve of Cesar Chavez’s wake, he announced his refusal to establish a Chicana/o Studies Department. His decision motivated students to take a stand against his controversial beliefs.

On May 11, 1993 an off-campus group known as the Conscious Students of Color organized a sit-in at the Faculty Center, which led UCLA official to summon UCPD and LAPD officers in riot gear to take control of the situation. Martinez proclaims “they arrested 99 students, grabbing their heads, necks and ears, dragging them...Charged with felony (vandalism), not just the usual
trespassing, 83 went to jail” (221). The very next day, about 1000 students attended MECHA’s rally in protest for the release of the arrested students. Many coalitions with diverse ethnic and student groups joined in the struggle; they knew that what affected one minority would indirectly affect the other one. Plus, the African American and Asian American communities had to invest in this protest, for they too had wanted their own ethnic studies program at UCLA, so they figured to join the Latinos in their quest. More types of protests followed, coming in the forms of marches and the famous hunger strike that made national news. In early June, hundreds of strike supporters began to march several miles across Westwood and Los Angeles, eventually leading back to the campus at UCLA. But the main form of activism that showed how serious they were about this issue was the hunger strike that some students and a Professor of the UCLA Medical School went on. This hunger strike lasted for weeks, consuming nothing but water, putting their beliefs in front of their health. But their actions and sacrifices paid off. As Natalie Branach, writer for the UCLA Daily Bruin wrote in 2003 in her article “The hunger strike ended when the UCLA administration compromised and created the Cesar Chavez Center for Interdisciplinary Instruction in Chicana/o Studies” and
so the departmentalization of Chicana/o Studies was finally initiated. Finally, in the year 2005, after many decades of struggle, their great effort was recognized by evident of both the department and the interdisciplinary studies at UCLA were combined to become the official Cesar E. Chavez Department of Chicana and Chicano Studies.

In contrast, several political and social issues have also emerged in the past few years that have yet once again inspired and motivated young Chicana/o students to protest on behalf of their societal beliefs and values. When legislation came out with such immigration policies and laws in 2006, it led to Los Angeles county high school students to once again walkout in protest. However, this movement was different, it became national, for it motivated hundreds of thousands of students to walkout all across the United States, as they showed their passion and struggle for not only political impartiality, but rather social equalities.

These federal policies, Proposition 187 and HR 4437 sparked some of the largest youth movements in all of Southern California and the United States for it was a multiethnic movement. According to Los Angeles Times article “Massive Student Walkout Spreads Across Southland” by Anna Gorman and Cynthia Cho, “The protests...
are believed to eclipse in size the demonstrations that occurred during the anti-Proposition 187 campaign in 1994 and even a famous student walkout for Chicano rights in 1968.” In addition, they assert in their article that these protests consisted of middle school students as well, in more than 50 Los Angeles Unified campuses, causing great attention, for these new Chicana/o activists were as young as 13 years old. The article also states how L.A. Mayor Villaraigosa argues that this legislation popularly known as the “Sensenbrenner Bill” would “criminalize 12 million people.” The true power of political activism was evident and undeniable when immigration legislation HR 4437 was denied.

These amazing students paved the way for future generations to succeed in school and be motivated to help out their community. Even though the time periods and level of higher education were different, the struggle showed a common purpose and goal. It showed that Chicana/o students have powerful political voices and capabilities to respond to inequalities in the higher educational system, and actually alter certain aspects in the world of academia that students experience and take advantage everyday at these schools today. Because there is still a lot of work to be done for the betterment of the Chicana/o community, new forms of activism will emerge one day and change the quality of education once more.

**Analytical Questions**

1. Does the 1993 UCLA Chicano Hunger Strikes show you that educational reform and university restructuring can come with radical activism?

2. What is the current situation with Proposition 187 and HR 4437?
3. Have the 2006 Immigration Reform Student Walkouts impacted our society?

4. What social, political, ethnic, and cultural issues are still present that might trigger the continuation of the Chicana/o Movement?

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Rush of Memories for Roosevelt High Alumni

Nostalgia: Former students recall Boyle Heights of the 1930s as the Ellis Island of the West for Russian and Jewish immigrants.

October 20, 1997 | MATEA GOLD | TIMES STAFF WRITER

Many have not been to Boyle Heights in years, but six-decades-old memories came rushing back, pure and sharp—of DiMaggio, Duke Ellington and dime movies.

More than 400 jovial alumni who graduated from the Eastside's Roosevelt High School in the late 1930s gathered Sunday to sing the old fight song for the red, gold and blue, visit with their old beaus and reminisce about the days when Boyle Heights was "the Ellis Island of the West Coast."

The 60th reunion of these Roosevelt students at a Marina del Rey hotel drew alumni from across the country to swap fond stories about their old neighborhood, which was then home to many newly immigrated Jewish and Russian families.

They went to Theodore Roosevelt High so long ago that the other Roosevelt--Franklin, the one most people now identify with the name Roosevelt--was still just a new president on the block.
They recalled dipping their hands into the pungent herring and pickle barrels sitting outside Jewish delis on Brooklyn Avenue, now Cesar Chavez Avenue. They remembered hoarding nickels and dimes for treats at the malt shops, and faithfully attending every Roosevelt football game. Most of all, they recollected the diverse community that made up the Depression-era student body.

More than 30 ethnic and cultural groups were represented at Roosevelt High in the 1930s, alumni brag, including Russians, Jews, Armenians, Japanese and Italians, as well as blacks and Latinos.

"We had people of every nationality, and you never saw a closer-knit bunch of folks in your life," said John Kornoff, who played halfback on the 1939 football team that won the city championship.

Kornoff and others grew up in "The Flats," a neighborhood south of Boyle Avenue that was home to many Russian emigres. He and his friends learned to play tackle football on the rocky dirt of vacant lots.

On Sunday, outside the ballroom where classmates were dancing to Big Band music, Kornoff and his older brother George tossed around the football they had kept all these years from the 1936 championship game, and recalled the unique flavor of the Eastside neighborhood they called home.

Those were the days of bobby sox and Jack Benny, jitterbug and Joe DiMaggio. Swing dancing was a favorite activity and, according to these alumni, just about everybody got along.

*"We grew up in a community that was like a family," said Frances Brown, class of 1938, who would often share a single five-cent ice cream cone after school with her three girlfriends. "We all cared about each other with warmth that has lasted to today."

Six decades have taken their toll. Many classmates had to peer at name tags and swap family histories to jog memories of their old friends. But when they finally recognized one another, they let out cries of joy.
"Oh my goodness!" squealed Bertha Colton, who couldn't stop hugging her old friend Bess Lopatin. "This is so wonderful! I've been trying to track you down forever!" The two women hadn't seen each other in 40 years.

Sally Ullman cornered former yell leader Phil Jaffe to tease him about the crush she once had on him.

"His locker was right by mine, and I was always sure to be there when he was," giggled Ullman, who graduated in 1939. "Well, one day my mother had made me a salami sandwich and when I opened my locker, the whole place smelled like a delicatessen! He said, 'What is that horrible smell?' And I just wanted to die."

Boyle Heights and the old high school have gone through major changes since these alumni bought malts at a corner store on Soto Street.

The once-diverse student body is more than 98% Latino, and Roosevelt--with more than 5,000 students--is one of the largest high schools in the country, Principal Henry Ronquillo said.

"But there's a lot the students now have in common with those from the 1930s," Ronquillo said. "Most students are also children of immigrants. They can learn a lot from these alumni about overcoming obstacles. These students from the '30s have so much spirit."

Sunday's festivities may have been one of the last reunions for the "World War I babies," born in the last years of the century's second decade, although many alumni said they'll try for a 75th reunion--even if they have to come on walkers.

"This has just been so fantastic," sighed Mary Jaffe, after visiting with several old boyfriends. "A lot of years have gone by, but if you have the youthful spirit within you, that's your life. That's your life and soul, right there."
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Teachers see diversity lesson in new documentary of old Boyle Heights

Mike Szymanski | July 30, 2015
A new documentary — focusing on the ethnic mix of Boyle Heights and how the construction of a freeway nearly destroyed the neighborhood — is drawing the attention of educators as a way show how the east LA neighborhood once stood as a monument to diversity and community strength.

“East LA Interchange” debuted at a packed screening at the Downtown Film Festival last weekend. Afterward, the teachers appearing in the film, and many educators in the audience, expressed interest in showing the film to their students.

“I have been overwhelmed with the reaction,” said filmmaker Betsy Kalin who spent many hours in school archives and libraries to piece the story together. “We always knew this could be a great teaching tool even at a national level in social science, ethnic studies, political science and more.”

What drew her to the story was finding school class photographs going back to
1926 with ethnically-mixed students attending Roosevelt High School, Hollenbeck Middle School, Garfield Senior High School and Belvedere Middle School — all LA Unified schools.

“People lived next door to each other in the neighborhoods, but it is at these schools where they became friends and they mixed,” Kalin said.

 Principals and teachers at the schools helped Kalin and her team with the project.

Roosevelt High was nicknamed the “United Nations of schools” because for decades it often had more than 100 different nationalities among the student population, Kalin discovered in her research.

Retired Roosevelt High teacher Howard Shorr is featured in the documentary, and he taught the first-ever Boyle Heights History class beginning in the 1981 to expose students to the local diversity of the past.

“The students that did research and history on the neighborhood at that time have become successful lawyers, doctors, judges, writers, educators and community activists,” Kalin said.

It’s been less than a week since she first screened her film and only a week before that the eight-year passion project was completed. Now, she is seeking an education distributor for the film and looking for grants to help her translate it to Spanish and Japanese.

To help with that, she has professors on her advisory

team, including George J. Sanchez from USC, Sojin Kim from the Smithsonian Institute, and many past and present teachers as well as local historians. The movie is narrated by actor Danny Trejo and includes interviews with will.i.am from the Black-Eyed Peas, Father Greg Boyle of Homeboy Industries, playwright Josefina López of “Real Women Have Curves” as well as many local politicians from the area.

The movie shows the evolution of working-class, immigrant Boyle Heights from multi-ethnic to predominately Latino and a center of Mexican-American culture in the United States.

“It wasn’t always harmony, there were fights in the schools, gangs,” said Kalin, pointing out that one of her subjects was in a Jewish gang that rivaled a Mexican gang decades ago. “Kids who were prone to get in trouble got in trouble.”

The documentary is peppered with photos from the schools, including rallies, walk-outs and protests that went on at the campuses. And, will.i.am is shown at Roosevelt High talking about how he lived across the street from the school.

“My friend was saying to me, look at you you’re living behind a laundromat with your Grammy,” the singer said.

**READ NEXT**
The ‘Little Fuehrer’ vs. student furor in Boyle Heights — Jewish Journal

While commentators denounce and rebut Donald Trump's proposal to ban all Muslims from entering the United States, some will remember that 70 years ago, another battle against bigotry, as well as anti-Semitism and what the media called “fascism,” was waged by Jewish and Black teenagers on the streets of Los Angeles.

In November 1945, when anti-Semitic agitator Gerald L.K. Smith, a man the B’nai B’rith Messenger referred to as the “Little Fuehrer,” was given a permit by the Los Angeles School Board to speak at Los Angeles Polytechnic High School, a group of Jewish teenagers — many from Roosevelt High School in Boyle Heights — was among the organizers of a school walkout to protest the actions of the school board.

“We were just radical kids,” Leo Frumkin, one of the leaders of the student walkout, recalled in a recent interview. We were “just fresh coming out of the second world war, with the atrocities that we heard about. There was a guy who was a fascist, and that's what we were objecting to,” said Frumkin, who was 17 in 1945 and a senior at Roosevelt High.
Although Jewish households participated in L.A.'s economic expansion after World War II, according to "History of the Jews of Los Angeles" by Max Vorspan and Lloyd P. Gartner, it was also a time when veterans were returning home to an uncertain labor market in which they now had to compete with minorities for jobs. "By the end of the war, 150,000 veterans had moved to the city, many of whom were black or Jewish," David J. Leonard, an associate professor at Washington State University at Pullman, wrote in 2004 in the journal American Jewish History.

As a result, at least some white Angelinos were increasingly willing to accept and openly support white supremacist rhetoric.

Smith (1898-1976) was a former Christian clergyman in Louisiana with a long history in right-wing politics in Louisiana and in Michigan, as well as in white supremacist. Smith founded the America First Party in 1944, for which he was a presidential candidate that year — although he garnered only a handful of votes. Known for his fiery oratory, Smith gave a speech in downtown Los Angeles on March 31, 1945, to around 2,000 in the Embassy Auditorium, during which he referred to Jews as "international moneychangers." In response, an article in a Los Angeles Jewish publication of the time, the B’nai B’rith Messenger, called upon the “individual Jew” to “become a militant warrior in the fight against the thing that seeks to destroy them.”

After Smith spoke in L.A. again on July 20 of that year, this time at the Shrine Auditorium, a counter gathering drew around 12,000 people at the nearby Olympic Auditorium, where Rabbi Edgar Magnin of Wilshire Boulevard Temple was one of the speakers. And then, in planning to return to L.A., the “Little Fuehrer” applied to use L.A. Polytechnic High (then on the corner of Washington Boulevard and Flower Street) to give his next speech.

Although the Jewish community opposed the permit, it was approved, which meant that this time Smith would speak on public property.

His speech at Polytechnic High was met with between 15,000 and 20,000 protestors; nevertheless Smith applied and was approved for a second permit to speak at Polytechnic High, this time on Saturday, Nov. 3, setting the stage for the student protests.

According to a report in the Los Angeles Times on Nov. 1, two days before the scheduled appearance, “500 teenage boys and girls mostly from Roosevelt High School and other East Los Angeles Schools marched with crude homemade placards” in front of the Chamber of Commerce building, where the school board had offices. During the demonstration, three student leaders — Jerry Wagner, Irving Losnick and Bernie Adelman — had an informal meeting with L.A. schools Superintendent Vierling Kersey, who urged them to return to Roosevelt and instead stage a mass meeting there.

They returned, had a meeting, and it was then, according to Frumkin, who was not at the protest and was absent from the school rally because of football practice, that he was appointed to be one of the student leaders.

The next day at school, he and others spread word of plans for another walkout, recalled Frumkin, who is now 87 and retired from a successful automotive transmission business. Born in the East L.A. neighborhood of Belvedere into a secular Jewish family, and made politically aware by his older sisters, Frumkin was a member of the Young Socialist League, a Trotskyist organization, he said.

At the time, Boyle Heights residents were also being warned about the dangers of Smith’s fascist rhetoric by the weekly newspaper the Eastside Journal, whose publisher and editor was Al Waxman (his nephew, Henry Waxman, later became the longtime Westside Democratic representative to Congress). The crusading editor had sounded the call against Smith’s first appearance at Polytechnic High in an editorial, in which he called Smith “the living symbol of Adolf Hitler’s dreams and ambitions,” and urged the community to “form the largest picket line this city has ever seen” at the Nov. 3 speech.

Although not the most sizable, the second day of student picketing was the wildest.

On Friday, at a gathering on the Roosevelt High football field, school Principal Francis L. Daugherty urged the students in the bleachers to return to class but was hooted down, and around 300 students surged across the campus and out onto the sidewalk, according to the L.A. Times. The students then marched about four miles to the school board’s offices, along the way making placards saying “Down with Smith.”

Frumkin, looking to swell the size of the group, ran to nearby Hollenbeck Junior High School. There, 15-year-old Sid Kane, also a member of the Young Socialist League, seeing that school administrators had locked his school’s gates to prevent a walkout, climbed the fence and led a group over, Kane said. Kane also recalls tearing his trousers as he climbed the fence. “There were kids whose families had lost people because of the Holocaust,” he said.

But Frumkin was not yet finished recruiting. Recognizing that Black students also had an interest in preventing the racist Smith from speaking, he borrowed his brother-in-law’s car and drove to Jefferson High School to enlist its students’ help.
"I got up on the lunch tables," Frumkin said. Then he got back in his car and drove to the Chamber of Commerce building, where he met with four other student leaders.

Outside, the students "formed a double picket line, which grew larger by the hour as students of other schools arrived in automobiles and streetcars," the L.A. Times reported. As Frumkin arrived, he said, he saw some of those streetcars filled with Black students.

Inside the building, Frumkin strategized with Rita Roth and three other student leaders when, he said, "I heard sirens coming down the street and something instinctual told me they were coming to break up the demonstration." And so, Frumkin said, "I ran downstairs, and that's when the cops grabbed me.

A photo that appeared in the Evening Herald Express in 1945 after Frumkin was arrested for his role in protesting anti-Semitic agitator Gerald L.K. Smith.

"They put me in a police car, and there were these students yelling, 'If you're taking him, you're taking us,' " Frumkin said.

Eventually, 75 police were involved in breaking up the protest, which included some marchers calling to "make a fight," the L.A. Times reported. Thirteen people were arrested that day, and 42 others were taken into custody, including "many girls," the paper said.

At the Georgia Street police station where he was taken, Frumkin said, "We were 17-year-old kids singing union songs like 'Hold the Fort.' The sergeant yelled at us, 'Just get your parents or somebody down here,' " he said. "I think my sister came down and got me."

As punishment for his role in the walkout, Frumkin was suspended from school for a day or two, and "balled out" by the principal. With only one game left in the football season, he was nevertheless kicked off the team. Although he later got his team letter, he was not allowed to stand with the rest of the players when they received theirs. "That was a lot worse to me than getting arrested," Frumkin said.

Although the B'nai B'rith Messenger condemned the student walkout ("there was no necessity for the children to play truant," the paper opined), Kane said he saw it as a "protest against fascism and what took place in the Holocaust." Frumkin, who today remains friends with Kane, saw "fighting fascism" as a "normal thing to do."

With the student walkouts grabbing headlines in the L.A. Times and Evening Herald Express, when it came time for the Saturday night event, it was no surprise that as Smith and his supporters entered the Polytechnic High auditorium, they were met, according to the B'nai B'rith Messenger, by almost 20,000 sign-waving picketers.

Have an idea for a Los Angeles Jewish history story? Contact Edmon J. Rodman at edmojace@gmail.com (mailto:edmojace@gmail.com).

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“What’s Good for Boyle Heights Is Good for the Jews”: Creating Multiracialism on the Eastside during the 1950s

George J. Sánchez

Two magazine articles published in the mid-1950s pointed to the Boyle Heights neighborhood in East Los Angeles as an “example of democratic progress” to a national audience. The first, published in October 1954 in *Fortnight*, focused on the diverse group of Boyle Heights residents and organizations that gathered together to fight the proposed $32 million Golden State Freeway that would invade Hollenbeck Park and destroy some of the oldest mansions and social service agencies headquartered on Boyle Avenue. This article claimed that “few districts in America are as ethnically dynamic, religiously and politically tolerant, and community proud” as Boyle Heights. Its population was depicted as more civic-minded than the residents of any other neighborhood, with more than a hundred coordinating councils, fifty community centers and associations, and “probably more social workers per cubic feet of sorrow than anywhere else in the world.”

While this article and a similar one that followed in *Frontier* in 1955, “U.N. in Microcosm,” both saw the Mexican-American dominated Community Services Organization (CSO) as the most vibrant organization in the Boyle Heights scene, they credited the Jewish community for first instilling a spirit of working together across ethnic lines. “It was the Jews who supplied the initial energy to create ethnic understanding and work-activities on the Heights,” reported *Fortnight*, while *Frontier* proclaimed that “the Jews have worked hard for the advancement of the area as a whole.” Both articles referred to the support of the Jewish community for Mexican-American Edward Roybal for city council, even when he ran against “one of their own.” Joe Kovner, publisher of the *Eastside Sun* and member of the Eastside Jewish Community Center Board, was highlighted as having campaigned vigorously for Roybal and quoted as saying, “Eddie was the best man. What’s good for Boyle Heights is good for the Jews. We keep pounding away on the theme of sticking together. An injury to one is an injury to all.”
These articles were written at a time, however, when Boyle Heights was becoming less, not more, ethnically diverse. By 1955, Mexicans had grown to form almost half of the Boyle Heights residents, and it appeared that their numbers would only increase dramatically over the next few years. The Jewish population, by contrast, had plummeted by more than 72 percent in the past fifteen years, and now made up less than 17 percent of the area’s population. The Boyle Heights community, once considered the centerpiece of Jewish life in Los Angeles, had collapsed in the postwar period due to out-migration. Other ethnic communities, most notably the Japanese American and African American populations, had held steady at less than 5 percent since 1945. Why then, in the wake of Mexican ascendancy and lessened demographic diversity, did Boyle Heights gain a reputation as the seat of “democratic progress” for Los Angeles of the mid-1950s?

The answer lies, in large part, on the actions of a select group of Jewish residents of Boyle Heights in the late 1940s and 1950s that either remained in Boyle Heights or moved into the area as most others were moving out. These residents came from both liberal and leftist political viewpoints and were committed to building a new multiracial community in Boyle Heights, while Southern California as a whole was becoming more suburban and conservative. Fighting the literal geographic movement of Jews into white America, they collaborated with leaders from the growing Mexican American population and from the smaller ethnic communities on the Eastside to leave a legacy of political interracialism, commitment to civil rights, and a radical multiculturalism in Boyle Heights, despite the growing conservative climate of the 1950s.

**Los Angeles’s Geography of Difference**

Boyle Heights can still be found nestled at the eastern edge of the city, directly across the Los Angeles River from downtown. As the population of L.A. grew in the twentieth century and city limits expanded westward, northward, and southward, the area known in the 1781 charter as Paradon Blanco (or White Bluffs) remained the easternmost community within city limits. In the late nineteenth century, city officials placed Evergreen Cemetery in this remote, sparsely populated outpost, and renamed the area Boyle Heights, after a wealthy Irish immigrant to the city. Although just beyond walking distance to the downtown area, Boyle Heights remained largely rural until World War I, because public transportation to the Eastside and bridges over the unstable Los Angeles River were lacking. From the 1880s to the 1920s, the city solved both
these problems by building and expanding several bridges to span the unruly river, and by extending an interurban railway network across the river to Boyle Heights.4

As Los Angeles’s population boomed in the early twentieth century, local officials attempted to keep two discrete migrant streams—one of midwestern “folks” and another of distinctively working class and ethnic newcomers—carefully separated from one another in Los Angeles through an intricate residential segregation that placed American-born Anglo newcomers on the west side of the city, while foreign-born and nonwhite residents found themselves largely confined to the east side. While both sides of Los Angeles had stately Queen Anne homes at the turn of the century, city zoning ordinances in 1908 made Westside L.A. the first urban area in the United States exclusively reserved for residential land use.5 This government action, coupled with racial segregation initiated by the real estate industry, which took the form of universal restrictive covenants on the west side of the city, meant that the area west of downtown Los Angeles was marked as middle class and a zone of whiteness.

Eastside and Southside Los Angeles, on the other hand, were allowed to develop industrial sites, and immigrants followed these to take up residence near work opportunities. Given their exclusion from the growing middle-class Protestant communities on the west side of the city, working-class migrants from Mexico, Asia, the American South, and the urban Northeast and Midwest all settled in large numbers in these industrial zones, including Boyle Heights. By 1940, the Jewish population of Boyle Heights totaled about 35,000, the Mexican population about 15,000, and the Japanese population approximately 5,000, with smaller numbers of Italians, Armenians, African Americans, and Russian Molokans. These groups had substantial interaction with each other in neighborhood institutions, businesses, schools, and playgrounds. Although Jews never made up a majority of the Boyle Heights population, that neighborhood came to be known as Los Angeles’s “Lower East Side,” or the principal community in Jewish Los Angeles. During the two decades before World War II, Boyle Heights developed as a uniquely working class Jewish community, full of Jewish-owned businesses along its major thoroughfare, Brooklyn Avenue. Many Jewish workers brought with them a tradition of radical politics and enthusiastic trade unionism. Their militancy made Boyle Heights home to local chapters of the Workmen’s Circle and the hatters, carpenters, and garment workers unions.6

For Jews in Boyle Heights, this working-class community contrasted sharply with a more elite Jewish community that developed about the same time in
Westside L.A. A Hollywood collection of Jewish studio chiefs, actors, directors, producers, and writers created a new ethnic community, rooted in the movie industry, which one author has described as “an empire of their own.”7 Having broken through restrictive covenants early on to establish a stronghold in several Westside residential communities, this part of Jewish life in Los Angeles represented an intense desire for upward mobility and ethnic assimilation. As several film historians have made clear, Jews helped create white Americanness in the early twentieth century through movies that stressed ethnic assimilation, even while they battled local discrimination by the Protestant elite of Los Angeles.8 Most important for our purposes, the two poles of Jewish ethnic identity—the separate world of working-class ethnicity and the middle-class ideal of assimilation—were mapped onto the very geography of the city of Los Angeles.

This geography of difference—which had been rooted in inequalities based on social class and an inclusive sense of ethnic “otherness”—was radically altered in the late 1930s and 1940s by a changing ideology of race and a growing lack of tolerance for social mixing. As historian Matthew Jacobson makes clear, the mid-twentieth century “saw a dramatic decline in the perceived differences among these white Others,” where new racial ideologies were busy “creating Caucasians, where before had been so many Celts, Hebrews, Teutons, Mediterraneans, and Slavs.”9 The popular use of the term Caucasian grew dramatically during this period, and Jewish placement on one side or the other of the line between Caucasian and non-Caucasian was critical in defining the boundaries of this newly important division in American life.10 Jacobson concentrates on the ideological and cultural transformation of this division in the 1940s, but clearly sees this new racial ideology also grounded in material and geographic considerations, when “the racial revision of Jewishness into Caucasian whiteness would become the invisible mask of Jewish privilege.”11

Boyle Heights, by the World War II era, was not only an anomaly of this new racial ideology; it increasingly became a target for government social engineering designed to separate the races geographically. Through applied social science research, fiscal policy, and direct intervention, the federal government reshaped local communities through housing and transportation policies, and in doing so, was an active presence in redefining the terms of racialization. This did not bode well for multiracial Boyle Heights, which would now be consistently and negatively compared to other neighborhoods in Los Angeles in ways that made it a prime target for government-sponsored reform. In 1939, for example, the Federal Housing Authority gave its lowest possible rating to Boyle Heights specifically because its racial diversity supposedly made it a bad risk for housing assistance:
This is a “melting pot” area and is literally honeycombed with diverse and subver-
sive racial elements. It is seriously doubted whether there is a single block in the
area which does not contain detrimental racial elements and there are very few
districts which are not hopelessly heterogeneous.12

This complex transformation of the terms of racialization was never antici-
pated by the local population as the United States entered World War II in
December 1941. The disruption caused by the war led many individuals and
families to leave Boyle Heights in the early 1940s, many for the first time in
their lives, and while this disruption was seen as temporary by most, it quickly
became clear that it would be difficult to resume life as normal immediately
after the war. California, known for its booming population growth since the
late nineteenth century, experienced a population explosion that was phe-
nomenal during and immediately after the war. By 1946, the population of
the state reached nine million, when it had been less than seven million in
1940.13 In Boyle Heights, World War II veterans from all racial groups were
joined by returning Japanese Americans released from internment camps in
1945, as well as Mexican immigrant braceros making their way to urban cen-
ters from the San Joaquin and Imperial valleys. It was not uncommon to see
families doubling up temporarily in the immediate postwar period within the
single-family residences that marked so much of Boyle Heights. This over-
crowding occurred throughout Southern California but was particularly acute
in working-class communities like Boyle Heights. And many who first looked
to return to Boyle Heights could find little housing to match their family
needs or pocketbooks, with vital mortgage assistance now funneled away from
multiracial communities.

Other communities located in Westside Los Angeles or in the San Fernando
Valley were ready to take their positions as leading centers for permanent Jew-
ish settlement in Los Angeles. The Fairfax district—located in the midcity
area west of downtown and close to the flourishing Miracle Mile shopping
district—already housed four Jewish congregations in 1940, and its expan-
sion of middle-income housing prompted Boyle Heights Jews to consider
moving west for resettlement. The Walter N. Marks Company, owned by a
young Jewish real estate developer, helped develop a hospitable business cli-
mate along Wilshire Boulevard, while the Metropolitan Life Insurance Com-
pany purchased exhausted oil fields from Fairfax to Cochran just north of this
area and petitioned the city of Los Angeles to annex the region in 1941. Their
housing project, which would later be called Park La Brea, would open up the
neighborhood for widespread settlement, even though Jews seemed confined
to only certain buildings within the enormous complex. Ten other annex-
ations followed this large one, creating new urban settlements in the middle of the city of Los Angeles.\textsuperscript{14}

In the San Fernando Valley, residential development was even newer than that over the hill in the Fairfax district. Next to new industrial plants placed there during the war and later converted to nonmilitary use, planned communities sprouted up in Panorama City, North Hollywood, and elsewhere to take advantage of a geographic area almost the size of Chicago. By 1950, only New York City could boast of having added more people to its population during the 1940s; the Valley had reached more than 400,000. In 1950, the \textit{Valley Jewish Press} reported that there were about 22,000 Jewish families living in the Valley.\textsuperscript{15} The San Fernando Valley, however, would contain fewer than 5,000 African Americans and other “nonwhites” in 1950, so its growth was highly regulated on racial grounds.

As agricultural land was turned into single-family tract housing, racially restrictive covenants continued to operate, but these new restrictions explicitly limited buyers to those of the “Caucasian race.” The new color line placed Jews decidedly into the “white race,” but continued to exclude Blacks, Asians, and probably most Mexicans. Added to this dynamic in the postwar period was the rise of specific Jewish builders who invested and sold real estate properties, particularly targeting Jewish newcomers by advertising in the local Jewish weekly newspaper. Chudacoff’s Coronet Construction Company, for example, advertised a three-bedroom home that could be obtained by veterans for only a $350 down payment toward the $11,350 total cost. Estimated at 20 percent of the city’s home builders and accounting for almost 40 percent of the market, Jewish builders grew to represent 19 percent of the total monies raised by the United Jewish Welfare Fund by 1954, replacing film magnates as the leading entrepreneurs in the Jewish community of Los Angeles.\textsuperscript{16}

Even after May 3, 1948, when the United States Supreme Court ruled that racially restrictive covenants were discriminatory and could not be enforced, discriminatory practices continued against “non-Caucasians” by real estate agents, local property owners associations, and lending companies until the 1970s. For example, when Julius Blue, an African American World War II veteran, and his wife saw an August 1948 advertisement offering “wonderful terms” to GIs in Allied Gardens, a new development of 392 single-family homes in Van Nuys, they jumped at the chance to improve their housing circumstances. The promoters of the development, however, refused to show them floor plans and instead gave them a mimeographed sheet reporting the following:
No person whose blood is not entirely that of the Caucasian race (and for the purpose of this paragraph no Japanese, Chinese, Mexican, Hindu, or any person of the Ethiopian, Indian, or Mongolian races shall be deemed to be Caucasian) shall at any time live upon any of the lots in said tract 15010.

An extensive December 1948 report from the Anti-Defamation League made clear that this was not an isolated incident in Southern California. In El Monte, the realty board expelled a member in August 1948, Maurice Curtis, who sold a house to a Mexican American in violation of the Realtor’s Code of Ethics and the board’s own constitution, which stated: “A realtor should never be instrumental in introducing into a neighborhood a character of property or occupancy, members of any race or nationality, or any individuals whose presence will clearly be detrimental to property values in that neighborhood.”

Cross burnings, threatening phone calls, property damaging, and personal physical abuse were all parts of enforcing racial restrictions before and after the Supreme Court decision, but so was open and organized opposition to blacks, Latinos, or Asian Americans moving into specific neighborhoods. From Kiwanis Clubs in Eagle Rock to Security First National Bank of Huntington Park, various local institutions worked hard to keep areas strictly limited to Caucasians.

What is critical about the postwar legal and illegal restrictions, for our purposes, was that Jews and other European ethnics had, for the most part, moved across the line of exclusion into the world of Caucasians. Of course, most Jews who purchased new homes in these areas did not migrate from Boyle Heights, but rather were complete newcomers to Southern California altogether. Deborah Dash Moore reports that during the peak year of 1946, 500 newly arrived Jews poured into Southern California each week, making up roughly 13 percent of all newcomers to Los Angeles during this period. The city’s Jewish population, estimated at 130,000 before the war, grew to more than 300,000 by 1951. By 1950, only 8 percent of adult Jews in Los Angeles had been born in the city. By the end of the 1950s, only one Jewish head of household out of six had been a prewar resident, and more than half of all Jewish household heads had arrived since the end of World War II. With this accelerated migration to Los Angeles, even while those from other faiths were also pouring into the city, the overall Jewish population of the county grew from 4 to 7 percent of the total. In 1940, Los Angeles Jewry ranked seventh among the nation’s cities; by 1955, Los Angeles ranked second only behind New York, and within a few years, only behind New York and Tel Aviv as the world’s largest Jewish cities.

This overwhelming of the local population by newcomers was nothing new in Los Angeles, of course, neither within specific ethnic groups nor for the
population as a whole. But for Jews in Boyle Heights, it meant that the historic importance and respected place of Boyle Heights among Los Angeles Jewry was forgotten. New families quickly were establishing themselves elsewhere in Los Angeles, and communal institutions, from schools to synagogues, raced to serve this new population, often moving up economically by taking advantage of new industrial and entrepreneurial occupations as well as suburban living. Jewish institutions in Boyle Heights immediately had to consider their own future, given the falling Jewish population in the district, as well as the monumental growth of local Jewish populations elsewhere in Southern California.

“A Laboratory and Training Ground for Democracy”

While new suburban Jewish communities were sprouting up all over Southern California, Boyle Heights surprisingly experienced a renaissance of sorts in the post–World War II period. Jews who staunchly decided to remain in Boyle Heights were joined by newcomers attracted by the history of Jewish local radical tradition and multiracialism. Indeed, after World War II political radicalism increasingly became associated with promoting and defending multiculturalism throughout Southern California. As the rest of the Los Angeles basin became increasingly stratified by race and class through growing residential restrictiveness and the growth of overwhelmingly white suburbs, it was neighborhoods like Boyle Heights that emerged as models for interracial harmony and cooperation. The combination of political radicalism and racial diversity in a relatively small neighborhood like Boyle Heights made the two seem uniquely intertwined in Southern California, and various leftist organizations utilized this combination to defend their politics in the McCarthy period of antiradicalism. Boyle Heights, therefore, became something of an ideological bunker, somewhat protected by its geographic isolation, defending its residents from outside attack, while nurturing a particular brand of radical ideology and multicultural sensibility.

The transformation of Boyle Heights from a nominally Jewish enclave to a predominantly Mexican community with a selective Jewish population committed to multiracialism meant that new individual and institutional efforts were required to achieve ethnic cooperation. The postwar demographic transformation of Boyle Heights created the conditions for a neighborhood that collectively saw its fate as intertwined across ethnic lines, and mobilized to protect the community against encroachments and attacks hoisted onto the area. Even while the Jewish community of Los Angeles as a whole was trans-
formed by the demographic changes, clearly becoming “white” in the racial hierarchy of the region both geographically and politically, Jews in Boyle Heights chose a different path. Increasingly, those Jews who decided to remain in Boyle Heights battled to retain an ethnic community tied to its working-class origins, leftist sensibilities, and ethnic distinctiveness.

Growing up in the 1940s, Leo Frumkin remembered that unique mix of Jewish and multicultural sensibilities that shaped Boyle Heights in the postwar era. Living with an extended family whose politics ranged from social Democrats who voted for Roosevelt to communists, Frumkin helped organize a Socialist Youth Club at age sixteen, when he was in eleventh grade at Roosevelt High School. While leftist Jews had been attracted to the heterogeneous Boyle Heights neighborhood since the early 1930s, Frumkin’s youth was spent in a Boyle Heights neighborhood in which secularists and leftists already dominated the Jewish landscape. He remembers the Jewish community of Boyle Heights of his youth in very specific religious and political terms:

I would say, 85 percent of the population were secular Jews. I hear there were so many synagogues here, so many synagogues there. I remember three. That’s all. Three is all I remember. You never saw anybody with yarmulkes . . . So it was a secular community. And of this 80 or 85 percent who were secular Jews, I would say 10 or 20 percent of them were apolitical. Liberal, but apolitical. The balance of them, let’s say 60, 70 percent of the Jewish population, were pretty evenly divided between communist and socialist. So there were discussions going on all the time . . . But the community was extremely political, extremely political.22

In 1945, when the Los Angeles Board of Education allowed fascist Gerald L. K. Smith to speak at Polytechnic High School, Frumkin helped organize a protest composed in part of five hundred to six hundred students out of Roosevelt High School. The protest also included students from Hollenbeck Junior High School in Boyle Heights, as well as Jefferson High School in South Los Angeles. The unity between Boyle Heights and South Los Angeles, two racially mixed areas—albeit increasingly becoming dominated by Mexican and black populations—became a staple of leftist political organizing in the postwar era. By the time the protest march arrived at the L.A. Board of Education offices downtown, the group numbered close to one thousand students, having marched from both Eastside and Southside Los Angeles.23

Frumkin already saw the distinction between his community of Boyle Heights and the growing Jewish community on the Westside in 1945. There was “an unspoken solidarity among all the neighbors” on the Eastside, including the 60 percent of his neighbors who were Mexican. “We never had a lock on our door, never had a key. You just didn’t do it. I don’t know if it was
unspoken, but as poor as we were, nobody stole from anybody else.” In this working-class solidarity, a certain level of contempt was reserved for the more middle-class surroundings on the Westside.

When we would smoke, for instance, we would keep the cigarettes in the car. We would never dump them out in East L.A. When we used to go to West L.A. to the Jewish Community Center to dances, we’d dump all our ashtrays out, because we knew the streets were going to be cleaned there. But we never did it here.24

Indeed, one Jewish institution that profoundly changed its orientation, melding new programs with a traditional spirit drawn from its origins in the social settlement house movement, was the Soto-Michigan Jewish Community Center in Boyle Heights. This uniquely American institution affected all Jews in the neighborhood, both religious and secular, and potentially could reach beyond the Jewish community to serve all peoples in a given neighborhood. The Boyle Heights area had been served by a Jewish community center since the 1920s, after a group of community leaders presented the need for such a center to the Federation for Jewish Charities in 1923. In 1934, a new center complex was established at the corner of Michigan and Soto Streets, renaming itself the Soto-Michigan Jewish Community Center, along with continuing its emphasis on serving youth in the community.25

In the post–World War II period, the Soto-Michigan Jewish Community Center began to distinguish itself through innovative programming aimed at addressing the changing nature of the Boyle Heights community and the need for increased intercultural work in the neighborhood. Led by Mel Janapol, board member in charge of “intercultural activities,” this effort began by inviting non-Jewish youth from outside the community to a model seder at the Jewish Center. At the same time, youth director Mark Keats organized the first Friendship Festival in spring 1949 at the Fresno Playground, to “bring together Mexican, Japanese, Negro, and Jewish youth in a cooperative venture.”26 By the following year, the “Festival of Friendship” had grown to include a three-hour formal arts program, a parade, food sales, and an art exhibit. More than 12,000 people attended, with 1,500 participating in the parade alone. Later that year, a late autumn intercultural week included a Jewish-American cultural night next to evenings dedicated to the cultural contributions of Japanese Americans, Negro Americans, and Mexican Americans.27

The paid and volunteer staff members of the Soto-Michigan Jewish Community Center were critical to the expansion of this effort toward minority populations in Boyle Heights. Mark Keats, the co-coordinator of the “Festival of Friendship,” quickly became acknowledged within the center as the general
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community relations person for his sustained work with the non-Jewish youth of Boyle Heights. In addition to the summer festival, Keats organized celebrations of Negro History Week and Mexican Independence Day at the center. He also worked directly with youth and parents groups at Pico Gardens public housing project in his role as youth project worker. This activity was fostered by the multicultural ideology of the Soto-Michigan Center, which Keats explained in this manner: “Our feeling is that each group has a culture which it should be proud of, should retain, and add to the American culture, so that our total culture can be richer than it is at the present time.” While Keat’s activity expanded beyond the walls of the Soto-Michigan Center, Janapol and other Jewish leaders were committed to seeing the Soto-Michigan Center expand its activities to all the youth in the surrounding community. By 1952, a report on center activity showed that almost 15 percent of participants at Soto-Michigan were non-Jews.

As Jewish adult membership and participation lagged in the late 1940s and early 1950s, Mel Janapol, as director of the Community Relations Committee, encouraged the board to take a wider look at the very meaning of community in Boyle Heights by actively engaging both Jewish and non-Jewish groups in the immediate neighborhood. In late 1949, Janapol and his committee contacted B’nai B’rith, the American Jewish Congress, the Japanese American Citizens League (JACL), the Community Services Organization (CSO), and other groups to meet on future programming at the center. Janapol reported that while “they recognized the essential Jewish purposes of the Center . . . [they] felt that there were many common platforms on which all groups could unite for discussion and debate.” The group decided to pursue “programs which would be in line with all the philosophy of the Jewish Community Center, and at the same time could be of service to the various cultural groups of the area.” In particular, they supported town meetings on controversial subjects. Their first forum, held April 12, 1950, focused on the hydrogen bomb, and the Community Relations Committee announced the event in both English and Spanish over loudspeakers in various areas of Boyle Heights, through literature in four different languages, and in several paragraphs publicizing the event in the Daily News and other metropolitan newspapers.

This intercultural work on the part of the Soto-Michigan Jewish Center increasingly received praise from within and outside of the Jewish community of Los Angeles. The director of the Soto-Michigan Center, Joseph Esquith, told the board in April 1950 that “the intercultural activities of the Center . . . continue to grow with Soto-Michigan becoming the laboratory and training ground for democracy.” After a particularly successful intercultural week in
November 1950, when more than four hundred people attended the Japanese-American night, the board of the Soto-Michigan Center unanimously commended Mel Janapol, chairman of the Community Relations Committee, for “the finest job in intercultural activity being done in the entire city.” By 1951, Director Esquith spoke in front of the Los Angeles Community Chest Budget Committee regarding this intercultural work, which then became a model for a citywide intergroup committee sponsored by the Community Chest. Moreover, the Soto-Michigan Board received numerous commendations from various ethnic organizations following intercultural programming, such as one from Tats Kushida, regional director of the JACL, in November 1950, “expressing pleasure in having participated in the intercultural program and offering future cooperation wherever possible.” In 1951, letters of commendation followed from the Parents Group of Pico Gardens, the Community Services Organization, the Asociacion Nacional de Mexico-Americanos (ANMA), and Mayor Fletcher Bowron, all extolling various activities involving intercultural programming.31

While board members of the Soto-Michigan Center rightly took great pride in opening up new avenues for intercultural activity, they also worried about the repercussions of a dwindling Jewish community in Boyle Heights. Nowhere was this more evident than in their collective concern over the turnover in their own board membership due to individuals leaving Boyle Heights for other parts of Southern California. As early as March 1950, Sidney Katz, member of the board’s Budget Committee, expressed concern that young leadership at the center was absent from the Eastside, and “that the shift in population accounted in part for the lack of local leadership.”32 Throughout the early 1950s, various committees of the center experienced formal resignations due to active members moving out of the Boyle Heights region. This undoubtedly led to a certain openness toward who was a legitimate member of the community, and the board allowed, and possibly even encouraged, Jewish entrepreneurs who no longer lived in Boyle Heights to assume leadership positions. William Phillips, for example, owner of Phillips Music Store on Brooklyn Avenue, was elected second vice president of the board of directors in April 1950, almost one year after he had moved residentially to Beverly Hills.33

The personal history of William Phillips, and his famed Eastside music store, is a strong indication of the sort of adaptation to new realities that characterized the decision making of Jewish entrepreneurs in Boyle Heights. Originally founded during the Great Depression, Phillips Music Store decided to stay in the community after World War II and adapt its merchandise to the new populations of Boyle Heights. Committed to the ideals of diversity, Wil-
Liam Phillips, the store’s owner, even went so far as to encourage a returning Japanese American from the internment camps, Kenji Taniguchi, to open his sporting goods store inside of the music store in the 1950s until it took off on its own. During the 1950s, many budding Latino musicians coming out of Roosevelt High School credited Phillips with introducing them to a wider network of musicians from Central Avenue or the Hollywood Studios. Phillips was considered such an integral part of the changing community that he was selected to chair the Citizens Committee to Re-Elect Roybal for City Council in 1951.34

Like many other businessmen from the Jewish community, however, Phillips residentially moved out of the Eastside even while keeping his business located in Boyle Heights. He and his wife moved from the City Terrace neighborhood in 1949, concerned about its rising crime rate, to the “poor side” of Beverly Hills, south of Wilshire Boulevard. Phillips, however, kept his music store in Boyle Heights until the mid-1990s, and remained an active presence in both the institutional Jewish community of the Eastside, as a member of the board of directors of the Soto-Michigan Jewish Community Center, and in the interracial group that formed to support city councilman Edward Roybal, who represented the district from 1949 to 1963 before moving to the U.S. Congress.35

Part of the reason that some Jewish businessmen remained in Boyle Heights, despite the exodus of many Jewish customers, was that certain critical groups of Jewish residents also opted to stay in the Heights, regardless of a larger demographic transformation. While many young couples just establishing themselves decided not to start families in Boyle Heights in the postwar period, elderly Jews, particularly those whose children had already left the family, stayed behind in the community in which they felt comfortable and that had met their needs in the past. Politically, Jews who were traditionally Democratic in their political orientation took advantage of newfound economic and social benefits in suburban communities. On the other hand, Jews who were committed leftists—be they socialist, communist, or embedded in secular Yiddish culture—received less cultural benefit from leaving the Eastside and chose to remain in Boyle Heights or City Terrace, where established unions and leftist organizations remained centered. In short, specific groups of Jews resolutely stayed in Boyle Heights long after most others had abandoned the Eastside. This steadfastness altered the nature of the Jewish community of Boyle Heights that worked with the wider multiracial population of the neighborhood during the 1950s.
Radical Innovations and Multicultural Perspectives

Boyle Heights was increasingly associated with political radicalism in the late 1940s and 1950s, as political ideologies in greater Southern California moved decidedly to the right. Although Boyle Heights had a long tradition of working-class politics and was home to various labor unions before World War II, after the war institutions in the area were specifically attacked for harboring communists, socialists, and sympathizers. In and out of the Jewish community, Boyle Heights grew to be seen as an anomaly in Southern California by the early 1950s, and for being sympathetic to liberal and leftist causes. This growing reputation led many leftists, including those in the Jewish community, to remain in Boyle Heights while political moderates left, and it encouraged leftists from other parts of Southern California to move into Boyle Heights just as it was becoming known as a Mexican American “ghetto” neighborhood. To study radicalism in Southern California during the 1950s, therefore, requires a spatial investigation of Boyle Heights and its continued reputation for political tolerance and radical ideologies.

Many radicals from various backgrounds had been drawn to Boyle Heights years before the 1950s, with some of the most well known leftists in Los Angeles migrating there to establish ties to other activists within this tolerant working-class community. Dorothy Healey, who would later become the most important Communist Party organizer in California, moved to Soto Street in 1931 on assignment for the Young Communist League.36 Saul Alinsky spent summers as a child with his father in Boyle Heights, an experience that would influence him in the late 1940s to fund the work of the Community Services Organization through his Chicago-based Industrial Areas Foundation.37

Another leftist family that had settled in Boyle Heights during the 1930s displays the multigenerational aspects of a radical tradition in the neighborhood. Russian-born Rose Chernin, who would later become executive secretary of the Los Angeles Committee for Protection of the Foreign Born, moved to Boyle Heights in the mid-1930s, after joining the Communist Party in New York City in the late 1920s. What pulled Rose Chernin to Boyle Heights was family; her parents and aunt’s family had already moved there from New York. Rose described Boyle Heights of the 1930s as a community of “working people; it had trade unionists, cultural groups, a synagogue, kosher stores, a place where you could buy a Yiddish newspaper and books.”38

Unlike other Jews in the postwar period, some deliberately chose Boyle Heights in which to raise families, even after exploring other options in Southern California. Ida Fiering had been born in Boyle Heights in 1926, into a Jewish
family with a strong socialist background, committed to the preservation of Yiddishkeit culture. Her parents, both born in Kiev, Russia, came to the United States in 1910 and into the City Terrace section of Boyle Heights in 1922. Her father had been among the charter members of the Painter’s Union, Local 1348. After attending Malabar Elementary, Belvedere Junior High, and Roosevelt High School (class of 1945), Ida herself attended Berkeley and UCLA before marrying in 1949. After the newlywed couple lived in East Hollywood for one year, they decided to move back to Boyle Heights to start a family and raise their children in what remained of Yiddish culture in the area in 1950. Like many on the left in Boyle Heights during the 1950s, Ida would be involved in secular Jewish organizations such as the Jewish People’s Fraternal Order (JPFO) and the City Terrace Cultural Center, but she also majored in Spanish at UCLA, participated in the campaign of Ida Alvarez for state assembly, and claimed a Latina neighbor as her best friend.

This stark political geography of Southern California increasingly made Jewish individuals and institutions in Boyle Heights targets for the growing anticommunist movement in California in the postwar period. On September 7, 1948, Joseph Esquith, the director of the Soto-Michigan Jewish Center, was summoned to testify in front of California’s Un-American Activities Committee, chaired by state senator Jack Tenney, a right-wing Republican from Los Angeles. The California committee, which lasted from 1941 to 1949 under Tenney’s command, shared information with the federal House Un-American Committee (HUAC), utilizing many of the same tactics of public confrontation, humiliation, and red-baiting pressure in front of media and public officials. Tenney, well known for his anti-Semitism by 1948, often equated communism with Judaism in confronting Jewish witnesses.

Esquith, for his part, responded eloquently, reminding the committee that the center “was a laboratory of democracy where free speech, free association,
and free assemblage flourished.”42 The Soto-Michigan Center welcomed all groups, in a tradition of an open forum that hearkened back to the social settlement period at the beginning of the twentieth century, its only explicit exception being overt political parties.43 When the center’s board met one week later on September 14, they rushed to support Mr. Esquith and the reputation of the Soto-Michigan Jewish Community Center, unanimously passing a resolution protesting Tenney’s attack, condemning the committee’s action, and demanding an immediate public response on the part of the Jewish Centers Association governing board. Al Waxman, member of the Soto-Michigan Center board and editor of the Belvedere Citizen, felt that “the entire Jewish community was on trial in not having made an immediate answer to the Tenney attack.”44

However, an immediate and supportive response was not forthcoming from the Jewish Centers Association (JCA), the newly formed umbrella organization (1943) responsible for coordinating activities, controlling finances, and setting policy for all the Jewish community centers in Los Angeles.45 Instead, the association and the individual centers held a tension-filled joint meeting that, while reaffirming established policies toward openness, also made it clear that the JCA was concerned about getting smeared and labeled by the broad stroke of communism or communist sympathizer.46 On September 23, the president of the Welfare Federation of Los Angeles wrote to Sam Bates, president of the executive board of the Soto-Michigan Jewish Community Center, asking for “a statement from your Board as to what steps have been taken to investigate and determine whether or not there are grounds for such allegations” as put forward by the Tenney Committee.47 As the Boyle Heights group received letters of support from various labor unions for their position, a special committee was formed to investigate the situation at JCA urging.48

Their report, which showed that less than 3 percent of the total attendance at the center came from accused “communist” organizations, did not satisfy the Welfare Federation of Los Angeles, who continued to worry about being branded as a potential communist front organization. By the end of 1948, the Welfare Federation issued a directive to all its agencies, including the Soto-Michigan Center, to deny its facilities to any organization on the attorney general’s subversive list, which had been created by the Tenney Committee. The Soto-Michigan board rejected this directive, claiming that it infringed on its right to set its own policy and that it contradicted the open forum philosophy of the Jewish Centers movement. While this tension led to a standstill between the two organizations, others in the wider Jewish community had already begun to purge perceived communists from their midst. The Jewish
People's Fraternal Order (JPFO), which met regularly at the Soto-Michigan Center and was considered “an integral part of the Jewish Community of Boyle Heights,” was challenged as a member within the Los Angeles Jewish Community Council in 1949 and 1950. By early 1951, as the Cold War heated up in Korea, the JFPO had been purged from local ties to the organized Jewish community for being subordinate to the International Workers Order and, therefore, to Moscow.49

Most historians of the McCarthy period in Los Angeles have focused on attacks on University of California professors and leftists in Hollywood as defining the era.50 In working-class districts of Southern California, however, the anticommunist crusade hit labor union and ethnic community leadership with a vengeance that was only hinted at on the west side of town. A series of legislative acts in the late 1940s and early 1950s targeted suspected and former communists, particularly those who had been born abroad, with deportation, denaturalization, and unlimited detention without benefit of trial. The 1947 Taft-Harley Act made it illegal for communists and those “calling for the overthrow of the U.S. government” to participate in American labor unions. The Internal Security Act of 1950 allowed the federal government to deport aliens who admitted or were suspected of ever having joined the Communist Party or any affiliated group. But the law that solidified and expanded the reach of the anticommunist crusade was the McCarren-Walter Act of 1952, which included the provision that naturalized aliens could be “denaturalized” if found to have been communist sympathizers at the time of their citizenship statement of allegiance. Not surprisingly, the U.S. Justice Department almost immediately began to focus on former union leaders in this growing anticommunist campaign, including many who had participated in the growing labor movement of the late 1930s centered in Boyle Heights.

As the implications of these acts for the working-class communities of Southern California became clear, one organization, formed in 1950, took as its sole focus the protection, legal and otherwise, of those held under threat of deportation: the Los Angeles Committee for the Protection of the Foreign Born (LACPFB). The LACPFB was ostensibly a branch organization of the American Committee for the Protection of the Foreign Born, identified as a communist-front organization based in New York City.51 While the American Committee had branches across the country, the Los Angeles–based group was by far its largest. Yet the very different histories of the two organizations point to a history of difference between East Coast and West Coast versions of radicalism, immigration, and multiracialism. The American Committee was formed in New York in the early 1930s, working overwhelmingly with Euro-
pean immigrant groups that dominated East Coast unions, and was an important Popular Front organization of the late 1930s and early 1940s. By 1959, the American Committee was moribund. The Los Angeles Committee was formed at the height of the anticommunist campaign of the 1950s, dominated by a multiracial group of activists who were often those targeted by the McCarran-Walter Act itself, and lasted well into the late 1960s, when the organization changed its name and became part of the radical milieu of the New Left period.

Most important for our purposes, the LACPFB emerged out of the multiracial communities of Los Angeles’s Eastside and Southside, most notably from Boyle Heights. Rose Chernin, from a strong Jewish radical tradition in Boyle Heights, became the organization’s executive director in 1951, promptly leading to her arrest later that year under the antiradical Smith Act. However, the largest national group the L.A. Committee sought to protect in Southern California was Mexican, with fourteen Mexican nationals targeted for deportation as early as 1953 out of a total group of eighty. Russia, with thirteen, and Poland, with six, were next in line, and most of these were undoubtedly Jewish. The truly international character of the work was indicated by the diversity of the numbers that followed. By the time the committee looked back on its work from 1965, it had processed 225 cases of threatened deportation and/or denaturalization.

Boyle Heights, and the Eastside in general, probably led the count of those targeted for deportation, and therefore attracted a large amount of the attention of the L.A. Committee. While the LACPFB maintained its major office in downtown Los Angeles, it established an Eastside branch at 3656 East 3rd Street within three years of its founding, with activities directed at the Mexican community by Josefina Yanez. The Eastside Committee for the Protection of the Foreign Born, however, included active members from both the Jewish and the Mexican communities of Boyle Heights. This defense committee was initially formed around fourteen deportees who lived in East Los Angeles in 1953. When “Operation Wetback” was launched in 1954 by the Immigration and Naturalization Service to apprehend “undocumented aliens” in the American Southwest, the LACPFB was uniquely positioned to place this heightened assault on Mexican aliens in a wider historical framework.

In Los Angeles, the unique diversity of the membership of the LACPFB made its protest against the racial profiling of Mexicans by the INS a distinctively multiracial appeal. In May 1954, the LACPFB issued a call to “all democratic-spirited, fair-minded Americans” to protest the actions of the U.S. Immigration and Naturalization Service in raids conducted throughout Los
Angeles. Utilizing the recently approved provisions of the McCarran-Walter Act, the INS had launched mass detentions of Mexican nationals in open-air pens in Elysian Park in downtown Los Angeles under a campaign called “Operation Round-Up.” The LACPFB called this campaign a “concentration camp order” by Attorney General Brownell, using rhetoric that could be identified as harassment “by the 350,000 members of the L.A. Jewish Community who are reminded of other pogroms and other concentration camps when they saw or heard of the noon-hour sweep-down on Wilshire Blvd.’s Miracle Mile, wherein 212 young Mexican workers were carried off summarily.”

In this manner, the LACPFB flyer went on to link oppressive detention in World War II by the U.S. government of Japanese Americans, with that of Germany under Hitler, pogroms in Eastern Europe, and the actions of the U.S. Immigration Service in the 1950s. It sought to remind “all other Americans who recoil to think that—in our America—people are sought out by the color of their skin; are followed, fingered and picked up on the streets, in their homes and their factories as ‘alien,’ as ‘illegals,’ and who can say how many citizens among them.” In short, the shared racial histories of various groups that had made up Boyle Heights and other working-class communities in Los Angeles were now marshaled, by the LACPFB, to come together to support the latest victims of mass arrests and unfair jailings: the “thousands of defenseless Mexican nationals” being targeted by the INS.

The Los Angeles Committee replicated this multiethnic appeal in almost all their publications and public pronouncements. The programs from their yearly conferences almost always contained specific appeals to the “Japanese American community” or the “Jewish community” or the “Mexican American community.” Rather than collapse all the disparate histories together into one large melting pot approach, the LACPFB consistently kept separate appeals distinct, while placing them all in the same program, brochure, or flyer. The consequence of this sort of political approach, if not its intention, was to both utilize and foment a multiracial sensibility that could be used no matter what specific group was targeted in anti-immigrant measures. Most of these appeals relied on a shared history from neighborhoods like Boyle Heights, as well as an attempt to link histories across the current geographic and social divides in a city like Los Angeles.

Even their major fund-raising annual event had this same sort of focus. The “Festival of Nationalities” seemed patterned after the Soto-Michigan Center’s “Festival of Friendship,” although this one-day event was intended to raise operating expenses for the LACPFB. Held every year from 1950 until well into the 1960s at the Croatian-American Hall and Picnic Grounds just out-
side Boyle Heights at 330 South Ford Avenue, this Sunday event saw “garden
and meeting turned into booths and squares offering the good, rare foods of
many countries.” The festival was billed as an “all-day tribute to the Arme-
nians, Mexicans, Africans, Poles, Greeks, Koreans, Jews, Hungarians, Italians,
Czechoslovaks, Yugoslavs, Russians, English”—in other words “those who built
Los Angeles” and “those who made our country.” In the organization’s own
internal get-togethers, the same spirit of multiculturalism prevailed. When
the seven-year deportation case against Edo Mita, the Japanese-born editor of
the LACPFB’s newsletter, the Torchlight, was won in 1958, the LACPFB cel-
ibrated by sponsoring an “International Smorgasbord Dinner.” Held at the
Hungarian Hall just west of downtown, the celebration included “turkey, ham,
chicken-flavored Japanese sushi, Mexican guacamole, delicious Hungarian
cakes, West Indian punch, Jewish delicacies, Italian antipasto . . . and more.”

What the LACPFB could not prevent, however, was the growing tension
within various ethnic communities over radicalism in the 1950s, particularly
the ideological attack that consistently linked communist infiltration with
multicultural sensibilities. A significant segment of American patriotism of
the 1950s linked Americanism to staunch anticommunism and support for
McCarthyite tactics of exposure and humiliation. Not only did this ideology
expand within the growing suburban communities of the United States, but
also in ethnic communities trying to reposition themselves around a growing
civil rights agenda that could be successful in conservative times. No commu-
nity better exemplified this growing split, on both ideological and geographic
lines, than Los Angeles’s Jewish community.

One 1958 incident best exemplifies how far away Jewish members of the
LACPFB had moved from establishment Judaism in Los Angeles. Mainstream
Judaism was now firmly situated out of Boyle Heights and on the west side of
the city, where a middle-class liberal, antiradical sensibility prevailed. On Feb-
uary 7, 1958, the B’nai B’rith Messenger reported that Marion and Paul Miller
had been honored by the Los Angeles City Council for “their distinguished
service to their country,” the latest of a long line of commendations for the
couple who lived in Rancho Park on the Westside, which also included the
honor of naming Marion Miller “outstanding Jewish woman of the year.”

These accolades came to them because they had been paid informers to the
FBI and various anticommunist government committees about the inner work-
ings of the Los Angeles Committee for the Protection of the Foreign Born
from 1950 to 1955. Marion Miller, at the urging of the FBI, rose to become
the recording secretary for the LACPFB, earning $80 a month for her efforts.

Herman Gluck, author of the article, felt that “the whole Jewish community
has reason to be proud of these intrepid spirits” due to “their patriotic and self-
sacrificing service performed in imminent peril of discovery.” The article ended with an emphatic ethnic ring: “The Millers are Jews—good Jews—and I, as a Jew, am as proud of them as I am of Einstein.”

Even more revealing was the fact that the citation was presented to the Millers by Rosalind Wyman, the first Jew elected to the Los Angeles City Council in the twentieth century. Often discussed as the second liberal on the council in the 1950s—joining Edward Roybal from Boyle Heights—Wyman critically shaped her political ideology from the postwar suburban sensibilities of Los Angeles’s Westside liberalism. While this liberalism included moderate support for civil rights efforts in the city, it also was staunchly anticommunist. Wyman joined the vast majority of her colleagues after 1952 in viewing public housing, for example, as a suspicious socialist experiment, and she led efforts within the city council from 1956 to 1958 in handing over Chavez Ravine to Walter O’Malley to facilitate the move of the Brooklyn Dodgers to Los Angeles.

Not surprisingly, this honor incensed the Los Angeles Committee for the Protection of the Foreign Born, especially its executive director, Rose Chernin, who clearly saw the work of the committee as exemplifying the better half of Jewish tradition during the 1950s. She orchestrated a letter-writing campaign to the city council, particularly directed at Wyman, protesting the honor. One of the committee’s biggest supporters, Charlotta A. Bass, editor of the California Eagle, Los Angeles’s main African American newspaper, wrote Councilwoman Wyman directly to protest an honor for someone “who would spy for a fee.” But no one wrote to the city council with more wrath than Rose Chernin:

We of the Committee, are shocked at this action on the part of the City Council. It is our considered judgment that the Council acted very unwisely in choosing a paid informer to honor as an example for Young Americans . . . It is our considered judgment that this can be construed as a slur on the Jewish Community . . . We believe that an aroused citizenry should protest the action of the L.A. City Council in wasting time to glorify an informer, who like Marion Miller, for $80.00 a month, which she was receiving according to her own statement under oath in Washington, would sell her birthright as an American of Jewish parentage.

This incident clearly showed that the bifurcation of the Jewish community in 1950s Los Angeles had been firmly implanted. While the LACPFB would continue to work on behalf of the undocumented in the 1960s, and Rose Chernin increasingly found sympathetic speaking audiences on college campuses, the local activity of the committee binding various communities together would decline precipitously after 1958.
By 1958, even the liberal Jewish tradition in Boyle Heights began to dwindle considerably due to the aging of the population and the mounting pressures on individuals and institutions that remained in Eastside L.A. to move out. In that year on September 4, the Eastside Jewish Community Center’s board met for the last time, formally dissolving after selling the property on Michigan and Soto Streets to the All Nations Foundation. In the six previous years, the Jewish Centers Association had merged the two Eastside centers, cut the resulting organization’s budget dramatically, reduced staffing, and finally decided to completely close their Eastside work and completely shift operations to the west side of the city.

For the diminishing numbers of individual Jews who remained in Boyle Heights, it became more and more difficult to retain the quality of Jewish life that had drawn them to Boyle Heights in the first place. Leo Frumkin, who lived in the house in which he had been born in 1928, finally moved out to Monterey Park in 1958 “because the house literally began to fall apart” and he was able to buy a tract home further east for $18,000. By this time, most of his friends, both Jewish and Mexican, had already moved out of the neighborhood to Lakewood and other lower-middle-class neighborhoods farther east near expanding employment opportunities. Another Jewish family, who found themselves to be the last remaining Jews on their block in Boyle Heights, were concerned about their child remaining at his middle school, as it gained a reputation for growing violence and tension. So the father picked the largest Mexican boy in his neighborhood and paid him to protect their son through junior high school in the late 1950s.

Jewish families were faced with difficult choices, and most of them would eventually move out of the neighborhood, no matter how committed they were to Boyle Heights. Committed socialist Ida Fiering, who had been born in Boyle Heights and returned there to raise her own family in 1950, faced a painful dilemma for herself and her family in the fall of 1961. As she surveyed the roster of her child’s fifth-grade class, Ida came to the startling conclusion that her son was the only Jewish child left in his class at Malabar Elementary School. Indeed, by 1960 only 4 percent of all Jews in Los Angeles now lived in Boyle Heights. With her strong commitment to raising children in a Jewish environment steeped in radical tradition, Ida and her husband now decided to leave Boyle Heights. This move was made with utter reluctance and ambivalence, given the family’s deep roots to the cultural and political history of working-class Jewish life in East L.A.

Only two significant groups of Jews remained in Boyle Heights after the late 1950s, and each remained significantly separated from the rest of L.A.
The Jewish elderly of Boyle Heights tended to maintain their residences if their families could not convince them to move out and if their health remained good. As one elderly Jewish woman who had spent thirty years in the garment industry put it, “I’ll spend my last days here. And why not? My husband is dead, my children are all grown up. Why should I bother my children, they have their own families. I visit them, once in a while, they come here to take me for a drive, that’s all.”\(^7\) Harry and Hilda Hoffman, for example, remained in their City Terrace home until 1965, when their grown children “were getting tired of ferrying them to the West Side where all their social activities seemed to be taking place.”\(^72\) For those who needed additional care, a move into the Jewish Home for the Aged on Boyle Avenue remained an option until the site was sold in the 1970s and became the Japanese Home for the Aged.

But the longest lasting remnants of Jewish Boyle Heights were the Jewish-owned businesses along Brooklyn Avenue that catered to a multicultural clientele. The owners of Canter’s Delicatessen had kept open the original shop on Brooklyn Avenue even after opening a new Fairfax branch in 1948. By the early 1970s, however, even Canter’s on Brooklyn shut its doors. Only Phillips Music Store and Zellman Clothiers would remain in Boyle Heights until the 1990s, even though their owners now lived outside the neighborhood, as they adapted to meet the buying needs of the growing Mexican immigrant community.\(^73\) And Jews transplanted to other parts of Los Angeles continued to venture back to the “old neighborhood,” and specifically to these businesses, if they wanted to connect to a part of their youth and a time in which Jews lived in a multiracial working-class enclave in Los Angeles.

**Forgetting and Remembering Multiracialism**

In December of 1998, First Lady Hillary Rodham Clinton kicked off the West Coast version of a White House initiative dedicated to preserving historic American sites by visiting a run-down, largely abandoned synagogue located in Boyle Heights. The selection of the Breed Street Synagogue for preservation was intended to evoke a particular kind of historical remembrance, one intended to connect generations of immigrants and immigrant children from different backgrounds together—while ignoring the complex history of racial interaction in Boyle Heights. While Clinton addressed a crowd of about five hundred made up of local politicians, academic conservators and historians, and representatives of Los Angeles’s dispersed Jewish community, local Mexican American residents stood on the sidelines, curious and somewhat
bemused. “This shul and the work we are doing together to preserve it for future generations is an important statement,” the First Lady told the crowd. “We believe that there must be continuity between generations . . . Boyle Heights immigrants today can think back to those immigrants 60 to 70 years ago who did not speak English—they spoke Yiddish. In honoring this particular building, we honor the past.”

Mrs. Clinton’s comments reflect an assumption by most Americans that the racial diversity we now see in urban America is a recent phenomenon, and that the changing demographics of American cities are simply a continuing saga of ethnic succession, with one immigrant group gradually and naturally replacing another group of former newcomers as they move up the economic ladder. The complicated racial history of Boyle Heights points instead to a story in which few population movements are “natural,” much discontinuity between generations and groups is evident, and the geography of urban America has been decidedly shaped by racialized policy and political turmoil. Moreover, these comments speak to the way in which we have collectively forgotten the history of racial interaction in the past, and the particular way in which the legacies of racial conflict in Los Angeles are erased from the urban landscape.

This particular “forgetting,” however, was initiated by the very anticom- munist forces that sought to silence progressive politics in the 1950s. From the deportation of ethnic labor leaders to the outright banning of certain forms of speech, the McCarthy and Tenney Committees, and the government bureaucrats who carried out radical purges, began the process of making sure that the history of leftist multiracial organizing in Boyle Heights would be erased. Moreover, ethnic organizations of all groups with an interest in the neighborhood, from the Jewish Centers Association to the Community Services Organization, had to be careful to hide, if not outwardly attack, any connections to leftist organizers who might threaten their own funding or standing in the wider public of Southern California. Yet, it was the ethnic nationalisms of the 1960s, with their focus on empowerment from the grass roots that would be drawn from single ethnicities, that insured the “forgetting” of this multiracial movement.

The multiracialism that had begun as a homegrown neighborhood movement in Boyle Heights would be difficult to sustain once significant numbers of individuals left the confines of the neighborhood for personal, political, or professional reasons. Yet many of the central players continued to be involved in efforts at racial justice in the wider context of Southern California as the civil rights movement gained steam nationally. In 1952, Mel Janapol, who
had led the Eastside Center’s efforts at multicultural programming, stepped down as board president, and his wife, Esther Janapol, left the board to concentrate her efforts on working directly with Edward Roybal on juvenile delinquency programs. Indeed, many members of the Eastside Center remained loyal supporters, as well as staffers, for Roybal on the city council, leading his efforts at reelection into the 1960s.76

The politically committed Jews who moved out of Boyle Heights in the late 1950s and 1960s did not generally leave their politics and multiracial sensibilities behind them. But unlike earlier generations of Jews who moved westward into the suburban communities within the city of Los Angeles, many moved east into the growing multiracial cities increasingly reshaping eastern Los Angeles County, along with former Mexican American and Japanese American residents of Boyle Heights. While this geographic mobility moved them outside of the electoral politics of the city of Los Angeles, they often entered the new racial politics of the county’s modest suburbs, such as Monterey Park.77 Membership in the Monterey Park Democratic Club, for example, included a large number of Jewish Americans, prompting Matthew Martinez, a former Monterey Park City Council member, to note, “All of these people were part of the Democratic Club who were fighting from a strong, heartfelt view of what the Constitution stood for—everybody’s equality, everybody’s rights.”78

In the late twentieth century, Jewish Boyle Heights would increasingly become part of the historical memory of a few, rather than a continued part of the present of the neighborhood, yet in time the nature of even this historical memory would be recast by a new Los Angeles desperate for stories of multiculturalism in the city’s past. Mrs. Clinton’s commemoration of the Breed Street Synagogue was one attempt to recast this history as a story of ethnic succession, but what was missed was the radical politics and multiracial collaborations that had often marked Boyle Heights as a particular site of ethnic cooperation in the midst of racial segregation and political conservatism in Southern California of the 1950s. It is this story that better situates our own search for neighborhoods of diversity that truly worked together in the past and our hope for a multiracial Los Angeles that can work together in the future.
Notes
2. Ibid., 21; Ralph Friedman, “U.N. in Microcosm; Boyle Heights: An Example of Democratic Progress,” Frontier: The Voice of the New West, March 1955, 12.
3. Frontier article, 12; quote is from Fortnight article, 21.
15. Letter from Morris J. Kay, publisher, Valley Jewish News, to John Anson Ford, February 9, 1950, John Anson Ford papers, Box 75, Folder B IV 5 cc(15), Huntington Library.
18. Ibid., 3.
19. Ibid, Tellingly, the only mention of restriction targeted specifically against Jews in this 1948 ADL report was in Lake Elsinore, located in the mountainous region of Riverside County, quite a distance from the major urban or suburban neighborhoods of metropolitan Los Angeles; 5.
20. Moore, To the Golden Cities, 23.
24. Ibid., 9.
26. Minutes of the Board Meeting of the Soto-Michigan Jewish Community Center, May 18, 1949, Box 9, Jewish Centers Association (JCA), Histories file, Archives, Jewish Community Library, Jewish Federation Council of Los Angeles.
27. Minutes of the Board Meeting of the Soto-Michigan Jewish Community Center, June 13, 1950, and October 10, 1950, Box 9, JCA.
28. “Boyle Heights, California: A Sociological Fishbowl,” *Fortnight*, October 20, 1954, 23. Keats also set up an intercultural teenage chorus, met regularly with a Mexican American boys group that met at the center, and was a principal organizer of the Hollenbeck Coordinating Youth Council, an activist group set up in the wake of the city’s Zoot Suit Riots of 1943.
29. Minutes of the Board Meeting of the Soto-Michigan Jewish Community Center, June 13, 1950, and January 8, 1952, Box 9, JCA. Indeed, Keats would go on to photograph many of the most progressive and intercultural activities of the 1960s, as evidenced by his photographic collection now available at the Southern California Library for Social Studies and Research, Los Angeles, California.
31. Minutes of the Board Meeting of the Soto-Michigan Jewish Community Center, November 14, 1950, January 9, 1951, and October 30, 1951, Box 9, JCA.
32. Minutes of the Board Meeting of the Soto-Michigan Jewish Community Center, March 14, 1950, Box 9, JCA.
33. Interview with William Phillips, conducted by Tamara Zwick, February 22, 1990; Minutes of the Board Meeting of the Soto-Michigan Jewish Community Center, April 12, 1950, January 9, 1951, and February 12, 1952, Box 9, JCA.
35. Interview with William Phillips; JANM exhibition.
42. Moore, *To the Golden Cities*, 201.
44. Minutes of Board Meeting of Soto-Michigan Jewish Community Center, September 14, 1948, Box 9, JCA.
46. Moore, *To the Golden Cities*, 201.
48. Moore, *To the Golden Cities*, 201–2; Barrett, *The Tenney Committee*, 39; Minutes of the Board Meeting of Soto-Michigan Jewish Community Center, December 14, 1948, Box 9, JCA.
50. See Kevin Starr, *Embattled Dreams: California in War and Peace, 1940–1950* (New York: Oxford University Press, 2002), particularly chapters 10 and 11, for one of the best accounts emphasizing the cultural tension between Southern California “folks” like Tenney and Sam Yorty, who led the anticommunist crusade, and elite liberals and leftists in Hollywood and on campuses.


52. See Sherman, *Communist Front*.

53. Following Mexico, Russia, and Poland, the national origins of targeted deportees of 1953 were (in diminishing order): Armenia, England, Greece, Japan, Austria, Italy, Korea, Romania, and Sweden. Eight other countries had one member each represented in the 80 total targeted deportees of 1953. By 1954, the group of deportees had grown to 110. *The Torch*, May 1953, 7, “Correspondence and Publicity: 1953” Folder, Box 14, American Committee for the Protection of the Foreign Born, Labadie Collection, Department of Special Collections, University of Michigan Library, Ann Arbor, Michigan.

54. 1965 program for Fifteenth Annual Conference, Folder 20, Box 1, Los Angeles Committee for the Protection of the Foreign Born (LACPFB) papers, Southern California Library for Social Studies and Research, Los Angeles, California.


56. “A Call to the People of Los Angeles!” LACPFB: Correspondence and Publicity, 1954 folder, Box 14, ACPFB, Labadie Collection, Department of Special Collections, University of Michigan Library, Ann Arbor, Michigan.

57. Ibid.

58. *Torchlight*, May 1954, LACPFB: Correspondence and Publicity 1954 folder; and program for “Festival of Nationalities,” June 7, 1953, LACPFB: Correspondence and Publicity 1953 folder, Box 14, ACPFB, Labadie Collection, Department of Special Collections, University of Michigan Library, Ann Arbor, Michigan; Festival of Nationalities poster, June 14, 1964, folder 21; and press release for the Third Annual Festival of Nationalities Conference, 1954, Folder 22, Box 1, LACPFB papers, Southern California Library for Social Studies and Research, Los Angeles, California. See also Chernin, *My Mother’s House*, 243–44; and Garcilazo, “McCarthyism,” 283–84.

59. Flyer for Edo Mita Victory Celebration, Folder 22, Box 1, LACPFB papers, Southern California Library.

60. One of the best studies of this kind for Southern California is Lisa McGirt, *Suburban Warriors*, 29–53, which focuses on Orange County, California.


63. Charlotta A. Bass to the Honorable City Council, At. Mrs. Rosalind Wyman, undated, Folder 25, Box 25, Box 1, LACPFB papers, Southern California Library.

64. Rose Chernin to Los Angeles City Council, February 11, 1958, Folder 25, Box 1, LACPFB papers, Southern California Library.


66. Facts about the Eastside Jewish Community Center of the Jewish Centers Association, prepared for Budget Subcommittee #10, Community Chest—Welfare Federation of Los Angeles, February 1954, Jewish Centers Association files; Minutes of the Eastside Jewish Community Center, 1954 to 1958, Jewish Centers Association, Box 9.

67. Interview with Leo Frumkin, 35–36.

68. Interview with Richard Duran, conducted by Stephanie Duran, February 18, 1990.

70. Interview with Ida B. Fiering, conducted by Leslye Sneider, February 23, 1990.
71. Quote is from Fortnight article, 21.
75. See Norman M. Klein, The History of Forgetting: Los Angeles and the Erasure of Memory (London: Verso, 1997) for a longer exploration of this subject.
78. Saito, Race and Politics, 64.
IN OUR GLOBAL VILLAGE: BOYLE HEIGHTS THROUGH THE EYES OF ITS YOUTH

By the 2010 Senior Class of Roosevelt High School
School of Law and Government
Los Angeles, California
In Our Global Village:
Boyle Heights
Through the Eyes of its Youth
In Our Global Village: Boyle Heights
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BY THE 2010 SENIOR CLASS OF ROOSEVELT HIGH SCHOOL
SCHOOL OF LAW AND GOVERNMENT
LOS ANGELES, CALIFORNIA
In Our Global Village: Boyle Heights

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The pages you are about to read were conceived in seven different Roosevelt High School English classrooms, and woven together by more than 100 senior writers. This project originated when our seniors (Class of 2010) were introduced to the In Our Global Village program (see page 111). Soon, within our classrooms, we began discussing their lives in Boyle Heights. With a strong sense of community and cultural pride, and the conviction to leave a written legacy, our seniors started their maiden voyage into the unknown world of publishing. In small groups they took ownership of specific topics and began exploring, researching, drafting, and photographing their individual chapters. The book offers a quick overview of Boyle Heights, the commonalities in the current experiences of the people who live here, and their colorful cultural contributions.

One thing that emerges upon reading this book is our seniors’ appreciation for their community and its vibrant uniqueness. The book enables individual readers to determine for themselves what it means to be an active member of the community. Through their chapters and photos, the students tackle the much needed examination of culture and ethnicity within Boyle Heights. Above all, their culture and their experiences are acknowledged, valued, and used as important sources of their educational journey.

To the seniors that participated in this monumental project, we hope you remember all the drafts, the presentations and quick photography lessons, the photos that weren’t the right size, the homeroom meetings, the frustrations, and the victories. We hope you remember your English classes and pass down this book with pride.

- Monica Yoo, Jeffrey Matsumura, Steve Mereu
Roosevelt High School, Los Angeles, California
May 2010
In Our Global Village: Boyle Heights
OUR COMMUNITY OF BOYLE HEIGHTS got its name in 1876 in the memory of Andrew A. Boyle. William H. Workman, the son of the elder William Workman, gave the area its name. The elder William Workman had a lot of money and owned a vineyard here. He wanted to show it off, so he invited his friend Andrew A. Boyle to take a visit. Andrew A. Boyle lived in San Francisco and was also quite well off. Boyle had heard many good things about this area east of Los Angeles. When he saw our beautiful land, he was so astonished he decided to buy a big piece of it for 25 cents an acre. He built his house among Mexicans and some Native Americans on what is now the intersection of Boyle and Third St. Boyle died in 1871. Five years later, the son of Boyle’s friend, who was mayor of Los Angeles, named the area Boyle Heights in memory of its largest landowner.

Many ethnically diverse people including Mexicans, Jews, Japanese, African Americans, Native Americans, and Hispanics, have lived in Boyle Heights.
In Our Global Village: Boyle Heights

Boyle Heights over the years. They all came to live here because they were pretty much forced to. The Jewish community arrived from Eastern Europe in the early 1900s. By the 1920s, much of the Los Angeles Jewish community had moved to Boyle Heights. They were not satisfied with the society in Los Angeles and decided they wanted a separate cemetery. They later decided to move out of Boyle Heights to places like the San Fernando Valley, Westchester, the West Side, Monterey Park, and other towns on the East Side. Most of the Japanese people left Boyle Heights during World War Two when the United States government forced them to live in internment camps until the war ended. After the war, some returned to Boyle Heights, but others, who had lost their homes, went to live elsewhere. Many Mexican people arrived during the 1950s and 1960s. They loved our community very much, and today Boyle Heights is almost 100% Hispanic, mostly Mexican.

What brings people here are the affordable houses and land. Boyle Heights has always been and always will be a place with many ethnicities and religious diversity. They come to Los Angeles for jobs, a warm climate, and healthy surroundings. People who visit love our community and decide to move here since it’s a good place to start off their new lives.

Eventually, many of the residents and communities of Boyle Heights move on to other places. People decide to leave when they have acquired enough money to move to more prestigious areas. In the meantime, they enjoy our community as much as possible and think of it as the most comfortable and perfect way to
History of Boyle Heights

Today, Boyle Heights is what it is thanks to all the ethnicities and their religions and cultures. All the people who lived here previously left many good stories and the historical places that we enjoy today. For example, Hollenbeck Park was built under Mayor William H. Workman in memory of John E. Hollenbeck, a very wealthy man that came to visit Boyle Heights and fell in love with our area. He decided to permanently live here and also bought a big piece of land. He built his home here, which still stands right across from the park. We also have the Breed Street Shul, located on Breed Street and Cesar Chavez. The Shul carried out the Jewish tradition of charity. There is also Brooklyn Street, which is now called Cesar Chavez. This street was the heart of the Jewish community. The people who made Brooklyn Street a special place came here because they were forced to leave their country. They came here in search of a better life. Today the Hispanics who walk the sidewalks of Cesar Chavez have similar reasons for being here and similar dreams as the Jews of a century ago.
The Roosevelt High School experience brings excitement and knowledge to many people. The experiences that we have in our school prepare us for the world outside. Join us on a journey of our school in order to become familiar with our second home.

Traveling through our hallways, we recall many fond memories of years past. Our school has gone through many changes over the years. Our school size has grown to over 5,000 students. The ethnicity in our school has indeed changed to a mostly Hispanic population. Even though our student size has grown, we are still close like a family. Roosevelt has been divided into design teams; each building is a tiny school with its own main office and services.

Though we consist of seven different schools because of overcrowding, we are still close together. Students that attend the different schools can join our school clubs like S.H.O.U.T., Bible Club, and Book Club. Many Roosevelt students feel close to our school through sports.

We have many enjoyable sports at our school like American football, baseball, basketball, softball, soccer, water polo, tennis, golf, volleyball, cheerleading, and drill team. Sports will always be an effective way to keep us on task with our school work and out of trouble. Each sport has students with a lot of heart and dedication. Physical Ed brings out our skills and makes some of us stand out and shine. That is how the lost get
Many people associate Roosevelt with the Classic, the main sporting event that we regularly attend every year and watch as our mighty Rough Riders fight on. The Classic, a football game between Roosevelt and Garfield High School, takes place every November at East Los Angeles College. We first have a spirit week during which we do something different on each day to show our school spirit. On the last day of spirit week, we have a pep rally to pump up our football team. Alongside our mascot, the Teddy, we cheer on our school team. In recent years, our Riders have been strong against the Garfield Bulldogs. Our Riders have been playing at the East LA College for the past 75 years.

We, the students of Roosevelt High, bring out our spirit the most at school dances. We all want to go formal and be the center of attention. The dances that we attend consist of Homecoming, Winter Formal, the Sweethearts, and the Sadie Hawkins dance. Also, for seniors, we have the last dance of our senior year, the Prom. The school dances keep us motivated and make us want to know more about our school. We sometimes seem to think that we know all about Roosevelt, but in reality we don’t. We think that school dances make our school a bit more interesting and bring felicity to Roosevelt High School.
our students. That’s one of the reasons why we organize school dances.

At Roosevelt Senior High School, many things go on throughout the year. Our school represents accomplishment when we set our goals and make progress. Here at Roosevelt we proudly wear our school colors of cardinal, gold, and royal blue. Each color stands for something different. The cardinal represents loyalty and courage, the gold symbolizes our values and accomplishments, and the royal blue stands for the truth. Between the lines of these colors, we have spirit to succeed and be a better Rough Rider.

Even though our school has changed since it was founded in 1922, we have spirit and we have pride. We believe that culture makes an impact in everyone’s life because it shows the importance of every human living. Culture surrounds our school and community, greatly affecting the way that we view our school as a whole. Just like we are close to our families, we are also close to our school. Thus, we call Roosevelt Senior High School our second home. The great former president after whom our school is named would be proud that Roosevelt is named after him. As his famous quote says, “Don’t flinch, don’t foul, hit the line hard.”
While walking down the streets of Boyle Heights, we greet each other with “Hello” or “Hola.” In our community, we see our neighbors communicating in different languages. Although we may not understand every word that we hear throughout our day, we enjoy learning new words and communicating in new languages. This mixture of different languages shapes our community, from the names of buildings and streets to the conversations we hear in our neighborhood.

Languages, without a doubt, have left a mark in our rich and colorful history. Our community reflects a vibrant mixture of cultures. We see traces of these different cultures through the languages found on the buildings, murals, and businesses we see each day.

On a typical stroll through any main street in Boyle Heights, we see numerous languages. Most of the business signs we see each day are in Spanish. Stores greet us with the familiar “WELCOME FRIENDS” or “BIENVENIDOS AMIGOS.” However, we also come across signs in Hebrew and Japanese. These signs may be incomprehensible, yet we get a sense of the type of friendly owner that runs the store. Whether the owner speaks Spanish, Japanese, Korean, Hebrew, or simply English, we come in contact with new languages and dialects.
Here in Boyle Heights, we may hear a Spanish word that we might not have known existed before, from classmates, co-workers, or neighbors from diverse backgrounds. We come from different regions of Latin America, and we constantly laugh and learn from each other that a certain word in Spanish has two different meanings. Dialects create a unique atmosphere in our community and they serve as a constant reminder that we can always learn from each other.

Whether we need help planning our bus route, getting to new places, or simply purchasing goods, we can always find someone in our community that will help us, no matter what language they speak. Although we may speak different languages, this hardly creates a barrier for us to communicate. The friendly people that compose Boyle Heights constantly find new ways to communicate through gestures or by learning a new language together. We know that language reflects our backgrounds, and we also use language to expand the number of friends we have.
## Language

<table>
<thead>
<tr>
<th>English</th>
<th>Spanish</th>
<th>Japanese</th>
<th>Hebrew</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hello</td>
<td>Hola</td>
<td>こんにちは</td>
<td>מולש</td>
</tr>
<tr>
<td>How are you?</td>
<td>¿Cómo estás?</td>
<td>お元気ですか？</td>
<td>רמולש של</td>
</tr>
<tr>
<td>Good bye</td>
<td>Adiós</td>
<td>さようなら</td>
<td>תאוור탈</td>
</tr>
<tr>
<td>Nice to meet you</td>
<td>Encantado de</td>
<td>はじめまして</td>
<td>רכחה פינג</td>
</tr>
<tr>
<td></td>
<td>conocerle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What is your name?</td>
<td>¿Cómo te llamás?</td>
<td>あなたのお名前は何ですか？</td>
<td>רפש הזמ</td>
</tr>
<tr>
<td>I’m sorry</td>
<td>Lo siento</td>
<td>ごめんな</td>
<td>רעםストレス נא</td>
</tr>
<tr>
<td>I love you</td>
<td>Te amo</td>
<td>愛しています</td>
<td>רהוֹאו בָּהוֹא יְא</td>
</tr>
<tr>
<td>Thank you</td>
<td>Gracias</td>
<td>ありがとうございました</td>
<td>יהוד</td>
</tr>
<tr>
<td>Please</td>
<td>Por favor</td>
<td>どうぞ</td>
<td>השקבל</td>
</tr>
<tr>
<td>See you later</td>
<td>Hasta luego</td>
<td>また後で</td>
<td>رمضان האראת</td>
</tr>
</tbody>
</table>
EL MERCADITO

As we walk down 1st Street close to Indiana in Boyle Heights, we see a painting of a mariachi at the top. We have found El Mercadito. El Mercadito is a shopping and entertainment center based on traditional Mercados in Mexico. Shoppers here find clothes, CDs, ethnic foods, general grocery items, traditional candy, piñatas, and restaurants.

In El Mercadito we find great vendor stalls selling “antojitos” (snacks) such as churros, raspados (shaved ice), elotes (roasted or boiled corn on a cob), bionicos (fresh fruit with cream), aguas frescas (fresh fruit beverage), cut fruit with chile and limon, and pan dulce (sweet bread). The majority of our consumers are Latinos who are attracted to these snacks. Most of these are deserts from Mexico that we all enjoy once in a while. These snacks are at a great price that people can afford. Our personal favorite snacks are the elotes and the raspados. In summer, people go for the raspados because they are cold and sweet or sometimes spicy. Raspados are shaved ice with a sweet flavor and fruits inside. In winter, people prefer the elotes because they are nice and warm. Elotes are corn on the cob with mayonnaise, cheese, and chile.

At El Mercadito, we also buy the cooking ingredients that we Latinos use to cook
delicious, special Mexican dishes. We find all kinds of chiles that people use, such as chile seco, chile chipotle, chile pasilla, chile mulato, chile negro, and chile japones. We also find spices like ajonjoli, cacahuate, and mole en pasta (spicy sauce). With these ingredients we make delicious dishes that bring back good memories and take us back to our regional cultures. When we make our food with these delicious spices, it makes our food have a better taste. Latinos like it nice and spicy. Not only we Latinos use these ingredients, people from all over the world use them too.

As well as selling snacks and ingredients, El Mercadito also sells cooking utensils such as molcajetes, comales, tamale pots, and tortilla pressers. A molcajete is a hard pot made of rock used to break the chile and make salsa. This helps the chile have a better taste and makes our food spicy. Most of the Latinos who use these utensil are ladies who come from Mexico. Other people are not used to using el molcajete. El Mercadito also has a tortilleria factory and a meat market where you can buy warm tortillas and fresh meat. We use comales to heat up tortillas. Many restaurants use these utensils to make their cooking taste better.

El Mercadito is also the best place to find toys that cannot be found in other toy stores. We find all kinds of toys from Latin America and Mexico, including dolls, cars, and balls. Many grown ups buy toys like matracas, el trompo, and baleros. These are toys that have existed for a long time. Matracas is a toy that you spin to make a noise that gets people excited at sports games. We Latinos use them to cheer up our team and to give the game more excitement. A balero is an interesting toy to play with. It consists of a stick and an oval attached with a string. You have to put the oval inside the stick as you flip it. It can be dangerous, but really fun to play.
As we pass by the market and the snacks, we keep walking until we see little stores where they sell sombreros and botas. Sombreros and botas are hats and boots that cowboys use. But that’s not the only thing they sell. For Latino cultural celebrations, we have Cinco de Mayo dresses. Cinco de Mayo is the day that Puebla declared independence and for that we celebrate with a dance for which girls wear dresses with red, green, and white to represent the Mexican flag. In El Mercadito, we can find everything we want for celebrations, special occasions, and for the traditions that Latinos love.

On the third floor of El Mercadito, there are restaurants serving Mexican food and seafood with live norteno and mariachi music. The bands play throughout the week and on weekends they play from noon until after midnight. People have fun all day long and especially at night they dance for hours. The main dishes found here include gorditas, chiles rellenos, flautas, tortas, and tacos. A favorite dish is enchiladas with salsa verde/roja (red/green). Most of the people who go to El Mercadito know the ingredients and spices they use. In El Mercadito they find more authentic Mexican dishes than anywhere else around.

In addition to shopping here, we celebrate our Mexican holidays at this market center. On November 1st we celebrate Dia de los Muertos. On this day, many Mexicans put an ofrenda (offering) with pan de muerto (bread), food, and flowers to our loved ones who have passed away. On December 12, we celebrate el Dia de la Virgen de Guadalupe, the day of the Virgin Mary. On that day we make a rosary and sing happy birthday with mariachi and banda. We also eat tamales and champurado (hot chocolate). From
December 15-25, we celebrate *Posadas*. Posadas are days when we do a rosary and sing Christmas carols to welcome baby Jesus. Children break *piñatas*, eat *tamales*, and drink *champurado*. This takes place every night during the eleven days leading up to Christmas.

In El Mercadito, we find all sorts of equipment, food, apparel, and cookware. Here we celebrate many historical cultural traditions. Families get together at El Mercadito and have fun with one another. Can you imagine and feel the festive ambiance? When you get to El Mercadito, expect a big line to enter. With cars everywhere, and honking all around the parking lot, it’s chaos to go in. But in the end, you will be happy that you enjoyed El Mercadito, a place where everyone is welcomed!
OUR COMMUNITY OF BOYLE HEIGHTS is known as a highly religious community. All types of religions are practiced here. In fact, most of our values and manners are based on our religions.

The majority of people here practice Catholicism. St. Mary’s Church was built in the year 1897 and is one of the many Catholic churches that exist within our community. St. Mary’ Church offers three masses a day, Monday through Friday, one in English and two in Spanish. On Saturday and Sunday, St. Mary’s Church offers six masses throughout the day, two in English and four in Spanish. On Saturdays and Sundays, approximately 600 people attend these masses throughout the day. The Catholic people in Boyle Heights believe in different saints, such as the Virgin Mary and San Judas Tadeo. Although Catholics worship Jesus Christ (son of God), most of our families also worship the other saints. Throughout the year, we engage in sacrament preparations such as baptisms, marriages, confirmations, Quinceañeras, and much more. Quinceañeras, which consist of a mass in a church and a festivity, celebrate a 14 year old girl becoming a 15 year old woman. As Catholics, we
are expected to meet certain values such as honesty and respect. Most of our beliefs are taught from the Bible. We show our faith in many ways. Many of us wear crosses around our necks as symbols of our faith and our devotion to God. Others have statues or paintings of the Virgin Mary in their homes.

After Catholicism, other forms of Christianity are the second most practiced religion in our community. Alcance Victoria was established in the year 1995 in order to provide a church for their rising faith. Alcance Victoria is open every day, but only offers one service every Friday in Spanish and two every Sunday, in English and Spanish. With approximately 800 members, they offer several programs for teens and adults, such as rehab sessions for individuals with alcohol and drug problems. Christians in our community worship only Jesus Christ because they believe that Jesus Christ died for them. They frequently go on trips together. They also celebrate certain holidays in their church like a big happy family.
EXHIBIT 5
2010 Clean Communities Plan

Working Together to Build Cleaner Communities

Boyle Heights Pilot Project Working Group Meeting

July 28, 2011
2010 Clean Communities Plan approved by the AQMD Governing Board on November 5, 2010
Builds on current regulatory program
Places greater emphasis on cumulative impacts and neighborhoods
Two pilot projects
  - San Bernardino
  - Boyle Heights and surrounding area
Clean Communities Plan Structure

Clean Communities Plan

Community Exposure Reduction
- Community Exposure Reduction Plan
- Community Guidance for Reducing Air Toxic Exposure
- Greening Communities

Community Participation
- Clean Communities Pledge
- Clean Schools Pledge
- Enhanced AQMD Community Meetings

Communication and Outreach
- Clean Air Toolbox
- Community Dialogue
- “Playing it Safe” Campaign
- Cleaner Choices to Reduce School Children’s Exposure to Toxics
- Advocating Toxic-Free Choices
- Business Outreach and Assistance

Agency Coordination
- Promoting Better Land Use Decisions
- Multi-Agency Coordinated Response

Monitoring and Compliance
- Enhancements to AQMD’s Compliance Program
- Increased Public Awareness and Participation to Enhance Compliance

Source-Specific Measures
- Lead Emissions
- Lead Paint for Pre-1978 Structures
- Identifying New Sources
- Alternative Assessments
- Indirect Sources

Nuisance
- Nuisance Rule
- Source-Specific Nuisance Rules
Pilot Study Approach

- Collaborative effort with all stakeholders
- Study Area: Boyle Heights and surrounding areas
- Navigating new area and approach - learning process
- Comprehensive program focuses on air quality issues and air-related quality of life issues
Stakeholder Working Group

- Meet every other month
- Representation of community, environmental, business, and agency groups
- Input needed to identify air quality issues in Pilot area
- Work with Stakeholder Working Group to develop solutions
Work Plan

Technologies
• Select technologies for demonstration and commercialization that would reduce emission

Partners
• Identify and secure participation of local community groups, public, public agencies, and private sector

Funding
• Identify and secure funding and other resources
Work Plan (continued)

Projects
• Issue a proposal solicitation for innovative technology projects

Emissions
• Initiate enhanced local emissions inventory, air quality monitoring, and compliance review

Outreach and Training
• Initiate enhanced outreach and education to facilitate local empowerment and establish green job training opportunities
Work Plan (continued)

Community
- Assess local community wellbeing

Showcase
- Set up technology displays and permit assistance center

Evaluation
- Evaluate and document work plan implementation
Progress to Date

- AQMD staff surveying Boyle Heights and surrounding areas
- Conducted interviews with individual stakeholders:
  - Union de Vecinos
  - East Yard Communities for Environmental Justice
  - Resurrection Church
  - Mothers of East LA
  - Diverse Strategies for Organizing, Inc
Issues Discussed in Interviews

- **Facility Clusters Near Sensitive Receptors**
  - Auto body shops, dry cleaners, chrome platers, furniture stripping
  - Non-compliant facilities
  - Various areas near Olympic Ave between Soto Street and Lorena Street (South Boyle Heights)

- **Freeways**
  - I5, US101, SR60, and I710 freeways surround community
  - Need for physical buffers
Boyle Heights Proximity to Freeways
Issues Discussed in Interviews (continued)

- Green Zones – City of Commerce
- Clean Up Green Up – Boyle Heights, Pacoima, Wilmington
- Seeking AQMD assistance (funding, incentives, and technical assistance)
- Training and education for facilities, trade schools, colleges, and universities on clean air technologies and AQMD regulations
Issues Discussed in Interviews (continued)

- **Complaint Response**
  - Enhance AQMD complaint reporting program by communication through a community representative to relay complaint information and investigation results to the community faster
  - Educate community members and facilities on 1-800-CUT-SMOG

- **Maywood Water Contamination**
  - Water quality poor possibly due to contamination from superfund sites
  - Costly to provide clean water from private water companies
Issues Discussed in Interviews
(continued)

- Creating More Green Spaces
  - Partner with Metro Gold Line Eastside Access Project
  - Greening streets and sidewalks or other improvements

- Bike-Sharing Program

- Edible Gardens for Local Produce

- Provide Equipment for Health Screening at Schools for Early Detection

- Outreach to Industry on Cost Saving Benefits of Air Quality Compliance/Technology
Issues Discussed in Interviews (continued)

- Coordination Between Academic Community and Study Results
  - Streamline similar research efforts (reduce duplicative efforts)
  - Combine resources for more effective studies
  - Create a central portal for results and status of studies
  - Use analyses of past studies in conjunction with studies of today to determine changes in air quality
Grants and Funding

Awarded:
- AQMD-Funded Health Studies
  - Loma Linda University
  - UCLA
- U.S. EPA Targeted Air Shed Grant
  - Localized Incentive Programs for Reduction of Toxic Air Contaminants and Criteria Pollutants
- U.S. EPA Grant 105
  - Installation of air filtration systems in schools
  - Deployment of hybrid-electric and electric heavy-duty trucks

Applied for:
- Building Capacity to Reduce Children’s Environmental Exposures in Child-Occupied Settings (EPA)
  - 2010 CCP Children’s Initiatives
Status of Targeted Air Shed Grant

- **Yard Equipment Exchange Programs**
  - Lawnmower Exchange – 345 exchanged
  - Leaf Blower Exchange – 8/4/2011 (sold out)

- **Fireplace Gas Log Buy-down for Residents**
  - Coordinating with local retailers, incentives beginning August 2011

- **Retrofit for Large Boilers and Heaters**
  - Meeting with public entities eligible for retrofit/replacements

- **VOC Reduction Incentives in Development**
  - Architectural Coating Rebates
  - Commercial Green Cleaner Systems
  - Laser Paint Targeting Systems for Auto Refinishing
  - Aqueous Brake Washing Systems for Automotive Repair
Air Filtration Units in Boyle Heights

A. Sunrise Elementary School
B. Second Street Elementary School
C. Soto Street Elementary School
D. Salesian High School
E. Santa Teresita Elementary School
F. Resurrection Elementary School
G. Santa Isabel Elementary School
Other Funds

- Carl Moyer funds available for mobile equipment projects that reduce NOx and PM
- Proposition 1B funds available for goods movement projects
Permit Amnesty Programs

AQMD Rule 310.1

- Program Dates: 7/1/2011 through 12/31/2011
- Amnesty program for unpermitted equipment
  - Permit equipment without incurring late fees or violation penalties
- Small business discount for control equipment
  - 50 percent discount on fees for new or modified permits for air pollution equipment that result in additional emission reductions at a small business facility
  - Changes in processes that result in VOC emission reductions through use of super-compliant coatings
Next Steps

- Schedule Next Working Group – September 2011
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SUMMARY REPORT

BACKGROUND AND OBJECTIVES

Boyle Heights is a neighborhood located on the eastern bank of the Los Angeles River, east of downtown Los Angeles. The extensive East Los Angeles Interchange (the busiest freeway interchange in the world) passes through Boyle Heights, allowing access to the Golden State (I-5), Hollywood (U.S. Route 101), Pomona (SR 60), San Bernardino (I-10), Santa Ana (I-5), and Santa Monica (I-10) freeways. The area in and around Boyle Heights is also a major goods movement hub, with goods moving through warehouses and rail-yards on their way to and from the busy ports of Long Beach and Los Angeles. Boyle Heights is also bordered by heavy industrial areas such as the city of Vernon, home to facilities such as Exide Technologies (a lead-acid battery recycling facility) and rendering plants such as Baker Commodities, D&D Disposal Inc, West Coast Rendering, and Darling International. Local residents and community groups have expressed concern about increased levels of air toxics emitted from on-road and off-road vehicles (heavy duty diesel trucks and trains in particular) and industrial facilities, and the potential health consequences related to exposure to such pollutants, especially among children.

Following numerous requests from concerned residents and community leaders, AQMD began a comprehensive year-long monitoring study in April of 2009 of air toxic levels at the Resurrection Catholic School in Boyle Heights, in an area impacted by both local and regional pollution sources. This report discusses the air quality data collected at the Resurrection School and compares them to those obtained in other parts of the South Coast Air Basin during the same time period.

METHODS

Sampling was conducted from 04/01/09 to 06/01/10 at a monitoring station located in the parking lot of the Resurrection Catholic School (3324 East Opal Street, Los Angeles, CA 90023), about 320 m south of the intersection between the Interstate 5 (I-5) and South Lorena Street (Figure 1). The monitors at Resurrection were located immediately above and only a few meters from East 8th Street. Thus, the measured levels may reflect this very local traffic influence that does not exist to the same extent in other areas of Los Angeles. Since many residents in Boyle Heights, including the children at Resurrection School, live, work or play in similar proximity to traffic sources, the Resurrection site can be considered representative of typical exposures in the area. Several particle and gaseous pollutants were monitored at this location including: fine and coarse particulate matter (PM$_{2.5}$ and PM$_{10}$, respectively), elemental carbon (EC, an indicator of diesel particulate emissions), hexavalent chromium (Cr$^{6+}$), lead (Pb), volatile organic compounds (VOCs) and carbonyl compounds. Data collected at the Resurrection School site were then compared to those obtained at the Central Los Angeles and Rubidoux monitoring stations during the same time period. The Central Los Angeles and Rubidoux sites are two permanent AQMD’s network stations used to monitor air quality where air toxics are measured year-round.
RESULTS

The air pollutant known as particulate matter (PM) is made up of microscopic particles that can be inhaled into the lung and is known to have serious health impacts. Particulate matter is a criteria pollutant regulated by the U.S. EPA based on the size of the particles. All particles less than 10 microns (μm) in diameter are known as PM$_{10}$ (or coarse particles) and particles less than 2.5 μm in diameter are known as PM$_{2.5}$ (or fine particles). One micron is 1000 times smaller than a millimeter.

The study average PM$_{10}$ mass concentration at the Resurrection School site (33.0 μg/m$^3$) was similar to that in Central Los Angeles (31.3 μg/m$^3$), and both were lower than the corresponding value measured in Rubidoux (40.7 μg/m$^3$), probably because of increased re-suspension of dust particles at the latter location (Figure 2a). Because of the larger size of coarse particles, the coarse portion (2.5 to 10 μm) of PM$_{10}$ particles is generally not transported far away from its source, except under high wind conditions. All daily average PM$_{10}$ levels observed during this study were well below the U.S. EPA National Ambient Air Quality Standard (NAAQS) for this pollutant, which is 150 μg/m$^3$ over a 24-hour period.

The study average PM$_{2.5}$ level at the Resurrection School site (16.3 μg/m$^3$) was slightly higher than that observed in Central Los Angeles (14.7 μg/m$^3$). This difference may be due to the fact that a different sampling method was used to measure PM$_{2.5}$ at the Resurrection School site than at the Central Los Angeles (and Rubidoux) stations. This method is known to read slightly higher values (Figure 2b; see Appendix A for further details). However, the highest study
average PM$_{2.5}$ mass concentration was measured in Rubidoux (16.7 µg/m$^3$), probably because the atmospheric levels of this air pollutant is primarily influenced by regional particles that are formed chemically in the atmosphere. However, emissions from motor vehicles, industrial facilities and other local PM contributions can also be important. The study average PM$_{2.5}$ concentration at both the Resurrection School and Rubidoux stations exceeded the annual NAAQS for this pollutant set by the U.S. EPA (15 µg/m$^3$). Also, the daily average PM$_{2.5}$ levels at these two locations were higher than the corresponding 24-hr average NAAQS (35 µg/m$^3$) on more than one occasion.

The study average concentration of EC found in fine particles (PM$_{2.5}$ EC) was slightly higher at the Resurrection School site (2.04 µg/m$^3$) than at the Central Los Angeles and Rubidoux stations (1.72 and 1.63 µg/m$^3$, respectively) (Figure 2c). Elemental carbon is an indicator of diesel PM, considered by the State of California to be an air toxic. Although the EC levels at Resurrection School are similar to those observed in other dense urban areas of the Los Angeles Basin, they may reflect the close proximity of the Resurrection School site to mobile sources, such as the I-5, where heavy duty diesel trucks comprise about 6% of the total traffic volume.

Fine PM samples were analyzed for their chemical composition, which can provide information on the origin of the particles. The PM$_{2.5}$ collected at the Resurrection Church, Central Los Angeles and Rubidoux stations had a similar chemical composition, probably because of the presence of similar emission sources at all three locations (Figure 3). There were slightly higher levels of crustal material and nitrate at Rubidoux as expected for an inland, dustier location. Higher levels of EC at Resurrection and Central Los Angeles reflect the proximity of those sites to diesel sources.
Figure 2 Study average concentrations of a) coarse particulate matter (PM$_{10}$), b) fine particulate matter (PM$_{2.5}$), and c) elemental carbon in fine particles (PM$_{2.5}$ EC) at the Resurrection School site and at the Central Los Angeles and Rubidoux stations.
Airborne lead is measured by collecting and analyzing all particulate in the air, known as total suspended particulate (TSP). Like PM, airborne lead is regulated by the U.S. EPA with associated NAAQS. The highest study average lead concentration (16.8 ng/m$^3$) was measured at the Resurrection School site. The corresponding average lead levels at the Central Los Angeles and Rubidoux stations during the same time period were 9.6 and 7.3 ng/m$^3$ (Figure 4). Increased lead concentrations in the Boyle Heights area may be due to re-suspension of historically deposited dust accumulated on or near the nearby freeways. While lead has been completely removed from gasoline for over 30 years, some studies have shown higher lead levels leftover in soils next to busy roadways. Lead emissions from Exide Technologies or transport of re-suspended particles containing lead from the Exide facility might have also contributed to increase the atmospheric concentration of lead at the Resurrection School. However, this seems unlikely because the school is relatively far from the Exide plant (about 2.2 Km north-west) and the wind rarely blew from the Exide plant toward the Resurrection School site. In addition, the lead data collected at the Resurrection School site are not well correlated to those measured right next to the Exide plant during the same time period. In October 2008 the U.S. EPA strengthened the NAAQS for lead, lowering it from 1500 ng/m$^3$ (quarterly average) to a more stringent 150 ng/m$^3$ (rolling 3-month average). Although higher than the other sites, the lead levels at Resurrection School were still very low and none of the daily average or three-month average concentrations measured at the three monitoring sites during this study were close to or above the current NAAQS for lead.
Figure 4 Study average total suspended particulate (TSP) lead concentrations at the Resurrection School site and at the Central Los Angeles and Rubidoux stations

Most of the trace elements in the particles measured at all three monitoring stations mainly originate from mechanical processes such as vehicle brake or engine wear (Fe) or from re-suspension of crustal materials (i.e. Mg, Ca, K, Fe, Si, and Al), and their concentrations were well within those reported in previous studies conducted in urban areas. Arsenic (As), Chromium (Cr) and other toxic trace elements were either not detected or were present in concentrations close to urban background levels. Sulfur (S), typically generated from combustion of sulfur-containing fuel and emitted as sulfate or SO₂, was the most abundant trace element in all collected samples (Figure 5).

The study average Cr⁶⁺ level at the Resurrection School site (0.11 ng/m³) was similar to that measured in Central Los Angeles and in Rubidoux (0.10 and 0.11 ng/m³, respectively) (Figure 6). These levels are consistent with what is considered the urban background in Southern California, and thus do not indicate the presence of any local sources of hexavalent chromium.
Figure 5 Study average concentrations of selected trace elements in PM$_{2.5}$ samples collected at the Resurrection School site and at the Central Los Angeles and Rubidoux stations

![Graph showing trace elements concentrations](image)

*Trace Element TSP data at the Resurrection School site are only available between 04/01/11 and 03/27/11

Figure 6 Study average hexavalent chromium (Cr$_{6+}$) concentrations at the Resurrection School site and at the Central Los Angeles and Rubidoux stations

![Graph showing Cr$_{6+}$ concentrations](image)

Volatile organic compounds and carbonyls are organic gases, some of which are considered air toxics. They are emitted from a variety of sources, including motor vehicles and industrial facilities. With the exception of methylene chloride, the concentrations of the most abundant VOCs and carbonyls measured at the Resurrection School site were comparable to those observed at the other two monitoring stations in Central Los Angeles and Rubidoux...
(Figure 7). This is probably because gaseous emissions from motor vehicles are likely to be the predominant source of these volatile species at all three monitored locations and throughout the entire South Coast Air Basin. The slightly higher atmospheric levels of toluene, 2-butanone, m+p-xylenes and other VOCs measured at Resurrection School might be explained by the close proximity of this site to the I-5 and/or to nearby surface streets. The potential contribution of emissions from nearby industrial facilities cannot be excluded, but this pattern of VOC levels is consistent with mobile source emissions.

Figure 7 Study average concentrations of a) selected volatile organic compounds (VOCs) and b) carbonyl compounds at the Resurrection School site and at the Central Los Angeles and Rubidoux stations
CONCLUSIONS

Overall, the concentrations of all air pollutants measured at the Resurrection School site are similar to those found in other dense urban areas of Los Angeles dominated by motor vehicle emissions. The atmospheric levels of diesel PM and VOCs were higher than those observed in Central Los Angeles and Rubidoux, likely due to the very close proximity of the Resurrection School site to the I-5 and busy surface streets.

Lead concentrations were higher at Resurrection School than in Central Los Angeles and Rubidoux, but almost nine times below (on average) the Federal Standard set by the U.S. EPA for this air toxic (0.15 µg/m^3). Emissions from Exide Technologies or transport of re-suspended particles containing lead from the Exide facility cannot be ruled out. However, other historical sources such as re-suspension of dust accumulated on nearby roadways may be responsible for the slightly elevated lead levels at Resurrection School.
APPENDIX A: TECHNICAL ANALYSIS

INTRODUCTION

Boyle Heights is a neighborhood located on the eastern bank of the Los Angeles River, east of downtown Los Angeles. The extensive East Los Angeles Interchange (the busiest freeway interchange in the world) passes through Boyle Heights, allowing access to the Golden State (I-5), Hollywood (U.S. Route 101), Pomona (SR 60), San Bernardino (I-10), Santa Ana (I-5), and Santa Monica (I-10) freeways. The area in and around Boyle Heights is also a major goods movement hub, with goods moving through warehouses and rail-yards on their way to and from the busy ports of Long Beach and Los Angeles. Boyle Heights is also bordered by heavy industrial areas such as the city of Vernon, home to facilities such as Exide Technologies (a lead-acid battery recycling facility) and rendering plants such as Baker Commodities, D&D Disposal Inc, West Coast Rendering, and Darling International. Local residents and community groups have expressed concern about increased levels of air toxics emitted from on-road and off-road vehicles (heavy duty diesel trucks and train traffic in particular, and industrial facilities), and the potential health consequences related to exposure to such pollutants, especially among children.

In the fall of 2007, the South Coast Air Quality Management District began a focused investigation of lead emissions at Exide Technologies following public complaints alleging particulate and dust fallout from the plant. AQMD placed several new particulate sample collection plates around the facility and, based on detection of lead in the collected samples, installed additional air monitors near the plant and began collecting ambient air data continuously from November 2007. Air monitoring results found that the facility violated National Ambient Air Quality Standards (NAAQS) for lead during the five month period of December 2007 through April 2008. Since then, AQMD has held several town hall meetings in the communities surrounding this plant to discuss the air pollution control measures it has imposed on Exide Technologies and to share monitoring data collected near the facility. Lead samples are still being collected in and around Exide, and actions have been taken by AQMD to reduce the atmospheric concentrations of this air toxic below the federal standard, including adoption of a new rule (AQMD Rule 1420.1) focused specifically on lead acid battery recycling facilities. It should be noted that since the majority of lead is found in particles that are relative large in size, the atmospheric concentration of this species decreases steeply away from the Exide facility because of particle deposition, and levels measured in the surrounding residential neighborhoods continue to be very low. Also, despite the presence of these and other industrial air pollution sources, emissions from cars and trucks from major freeways and minor roads surrounding the Boyle Heights community continue to be the main air-quality concern in this area and throughout the entire South Coast Air Basin.

Following numerous requests from concerned residents and community groups, AQMD began a comprehensive year-long monitoring study in April of 2009 of air toxic levels at the Resurrection Catholic School (3324 East Opal Street) in Boyle Heights, in an area impacted by both local and regional pollution sources. The approximately year-long field study was completed on 06/01/10. A wide array of particle and gaseous pollutants were monitored at this location including:
• **Fine Particulate Matter** (PM$_{2.5}$; particles with an aerodynamic diameter less than 2.5 μm): sources of PM$_{2.5}$ include emissions from motor vehicles, power plants, residential wood burning, and other combustion activities. Fine particles have well established health effects, including multiple adverse respiratory and cardiovascular outcomes. PM$_{2.5}$ is a U.S. Environmental Protection Agency (U.S. EPA) criteria pollutant for which there exist NAAQS.

• **PM$_{10}$** (particles with an aerodynamic diameter less than 10 μm): PM$_{10}$ includes all PM$_{2.5}$ particles, but also larger “coarse” particles between 2.5 and 10 μm in diameter. Sources of these coarse particles include crushing or grinding operations, re-suspension of dust from vehicles traveling on roads, and other mechanical processes. PM$_{10}$ is also a U.S. EPA criteria pollutant and has associated NAAQS.

• **Elemental Carbon** (EC; sometimes referred to as soot; related closely to black carbon or BC): EC is a component of PM and is formed through the incomplete combustion of fossil fuels and biomass. It is emitted from both natural and anthropogenic sources. The majority of EC and BC in Southern California comes from diesel particulate matter (DPM) emissions. DPM is considered an air toxic by the State of California, and the SCAQMD has recently estimated that DPM accounts for more than 80% of the total cancer risk from air toxics in the South Coast Air Basin (MATES III; South Coast AQMD, 2008).

• **Hexavalent Chromium** (Cr$^{6+}$): chromium is a natural constituent of the earth’s crust and is present in several oxidation states. While trivalent chromium (Cr$^{3+}$) is naturally occurring and poses no risk to human health, Cr$^{6+}$ is emitted from a number of commercial and industrial sources (e.g. chrome plating operations, cement manufacturing) and it has been associated with lung cancer and other respiratory problems. Hexavalent chromium (Cr$^{6+}$) is one of the top four pollutants of concern in the U.S. EPA National Air Toxics Trends Stations (NATTS) Program.

• **Total Suspended Particulate Lead** (Pb): in the past, motor vehicles were the major contributor of lead emissions to the air. Because of regulatory efforts to remove lead from on-road motor vehicle gasoline, lead emissions from the transportation sector have greatly declined over the past two decades. Today the major sources of lead emissions are metal processing facilities (e.g. incinerators and lead-acid battery manufacturers) and piston-engine aircraft operating on leaded aviation gasoline. Lead exposure can adversely affect the nervous system, kidney function, immune system, reproductive and developmental systems and the cardiovascular system. Lead is also a U.S. EPA criteria pollutant and has associated NAAQS.

• **Volatile Organic Compounds (VOCs) and carbonyls**: these gases are emitted by a variety of evaporative processes and combustion sources, including paints, cleaning supplies, pesticides, building materials, household products, refineries, and mobile sources. Given some of the indoor sources, concentrations of many VOCs may be much higher indoors than outdoors (Jia et al., 2007; Bruno et al., 2008). Gasoline and diesel fuels are also important sources of VOCs. Exposure to many of these organic contaminants has also been associated with a wide array of toxic health effects.
METHODS

Study Design

Sampling was conducted at a monitoring station located in the parking lot of the Resurrection Catholic School (3324 East Opal Street, Los Angeles, CA 90023), about 320 m South of the intersection between the Interstate 5 (I-5) and South Lorena Street (Figure 1). Measurements were conducted from 04/01/09 to 06/01/10 to capture seasonal variations of the targeted air pollutants. Data collected at the Resurrection School site were then compared to those obtained at the Central Los Angeles and Rubidoux monitoring stations during the same time period to study the spatial variability of the targeted pollutants. The Central Los Angeles and Rubidoux sites are the two permanent AQMD’s network stations used to monitor air quality and where air toxics are measured year-round. The Central Los Angeles station (1630 North Main Street, Los Angeles, CA 90012) is about 5.3 km north of the Resurrection School site in a highly urban area with similar emission sources as the Resurrection site (Figure 1). However, the monitors at Resurrection were located immediately above and only a few meters from East 8th St. Thus, the measured levels may reflect this very local traffic influence that does not exist to the same extent at the Central Los Angeles station. Since many residents in Boyle Heights, including the children at Resurrection School, live, work or play in similar proximity to traffic sources, the Resurrection site can be considered representative of typical exposures in the area. The Rubidoux station (5888 Mission Blvd, Riverside, CA 92509) is located 73 km east of the Resurrection School in an area that is mostly impacted by air pollutants emitted from the greater Los Angeles region (including the Los Angeles-Long Beach port complex and numerous roadways and industrial sources) and transported inland by the prevailing winds.

Figure 1 Map showing the location of the Resurrection School site. A picture of the monitoring station used to measure the targeted pollutants is also included
**Measured Pollutants**

Table 1 shows a list of all particle and gaseous pollutants measured during this study. These species are among the most significant contributors to health risks related to exposure to air toxics in the South Coast Air Basin (MATES III; South Coast AQMD, 2008). Both continuous and integrated measurement techniques were used to collect/monitor these air pollutants. All integrated samples were collected on a 1-in-6 day schedule.

**Table 1** List of the particle and gaseous species monitored during this study. Both continuous and integrated measurement techniques were used to collect/monitor all targeted pollutants.

<table>
<thead>
<tr>
<th>Targeted Pollutants</th>
<th>Integrated Measurements</th>
<th>Continuous Measurements</th>
</tr>
</thead>
<tbody>
<tr>
<td>PM$_{10}$ mass</td>
<td>PM$_{2.5}$ (non-FRM) mass</td>
<td>Black Carbon (BC)</td>
</tr>
<tr>
<td>Elemental Carbon (EC)</td>
<td>Carbonyls</td>
<td></td>
</tr>
<tr>
<td>Hexavalent Chromium (Cr$^{6+}$)</td>
<td>TSP Trace Metals (e.g. Lead)</td>
<td></td>
</tr>
</tbody>
</table>

**Measurement Techniques**

Integrated (24-hr) PM$_{10}$ samples were collected on Quartz fiber filters by mean of a high-volume FRM sampler (Tisch Environmental, Inc.) and then analyzed for gravimetric mass using an analytical micro-balance (Sartorus, Inc.). Integrated 24-hr PM$_{2.5}$ samples were collected on Quartz and Teflon filters using a SASS PM$_{2.5}$ speciation sampler (Met One, Inc.), and analyzed for: gravimetric mass (using an analytical micro-balance; Sartorus, Inc.), organic and elemental carbon (OC and EC, respectively), and trace metals. Carbon analysis for the determination of OC and EC was performed on small circular disks taken from the loaded PM$_{2.5}$ quartz fiber filter samples. These disks were placed inside a heated furnace of a Thermal/Optical Carbon Analyzer (Desert Research Institute, Model 2001) one at the time and subjected to a programmed, step-wise temperature increase while helium gas (He) with varying amounts of oxygen was passed over the sample. This method (based on the IMPROVE protocol) uses a laser beam to monitor and correct, when necessary, the degree of oxidation or carbonization (pyrolysis) that occurs during the analysis. Because OC results may be affected by potential biases caused by sampling-related artifacts (i.e. excessive absorption of semi-volatile organic compounds on the sampling filter), they are not presented in this report. Metal analysis of PM$_{2.5}$ samples was performed using a methodology based on IO-3 (Compendium of Methods for Inorganic Air Pollutants) implementing a combination of energy dispersive X-ray fluorescence (PANalytical Epsilon 5
Energy Dispersive X-Ray Fluorescence Spectrometer), and inductively coupled plasma mass spectrometry (Leco ICP-MS).

Twenty four hour Total Suspended Particulate (TSP) samples were collected on glass fiber filters by mean of high volume samplers (Tisch Environmental, Inc.). Loaded TSP filters from all sampling locations were then extracted with acid and analyzed for Lead using an Inductively Coupled Plasma Mass Spectrometer (ICP-MS; Leco Renaissance Time of Flight). In addition, integrated 24-hr VOC samples were collected using silica-lined 6-liter canisters connected to Xontec 910/912 multi-canister samplers. Targeted VOCs were identified and measured using Gas Chromatograph-Mass Spectrometer (GC/MS) method TO-15. Carbonyl compounds were sampled by drawing air through a DNPH (2, 4-Dinitrophenylhydrazine) cartridge attached to Xontec 924 samplers; carbonyls undergo derivatization upon contact with DNPH. The derivatives were extracted using acetonitrile and analyzed using Waters High Pressure Liquid Chromatography (HPLC) in accordance with U.S. EPA method TO-11. The HPLC system employed for the analysis of these samples consists of a Waters 2690 separation module and a Waters 996 Photodiode Array Detector. Samples for Cr$^{6+}$ analysis were collected by drawing ambient air through cellulose filters impregnated with sodium bicarbonate using a Xontech 920 toxic air sampler. These filters were then extracted in de-ionized water via sonication and then filtered. The extract was analyzed by ion chromatography using a system that includes a UV-Vis detector. This method is based on a modification of the California Air Resources Board Hexavalent Chromium in Ambient Air Method CARB MLD-039.

Black carbon (BC; closely related to EC and also considered an indicator of diesel PM) measurements were taken at five minute intervals using portable Aethalometers (Magee Scientific Model AE42), which are based on light absorption of aerosol particles collected on a Quartz fiber filter tape mounted inside the instrument. The sample inlet probe was preceded by a PM$_{2.5}$ sharp cut cyclone. One minute wind speed and wind direction data were obtained from a meteorological tower installed at the Resurrection School site. One and five minute data from the continuous instruments (Aethalometer and meteorological station) were recorded on a data logger and averaged to hourly values to allow for a easier interpretation of the results. All data files were periodically downloaded to a laptop computer and transferred to the AQMD’s central database. A summary of the analytical methods that were used to measure the concentrations of all targeted chemical compounds is shown in Table 2.
Table 2 Sampling and analysis methods employed during this study. All integrated samples were collected on a 1-in-6 day schedule.

<table>
<thead>
<tr>
<th>Ambient Species</th>
<th>Sampling Method</th>
<th>Analysis Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Integrated Measurements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PM$_{10}$ Mass</td>
<td>Hi-volume sampler</td>
<td>Analytical microbalance</td>
</tr>
<tr>
<td>PM$_{2.5}$ Mass</td>
<td>SASS sampler</td>
<td>Analytical microbalance</td>
</tr>
<tr>
<td>Organic and Elemental Carbon (OC and EC)</td>
<td>SASS sampler</td>
<td>Thermal-optical carbon analyzer (IMPROVE method)</td>
</tr>
<tr>
<td>Trace Metals</td>
<td>SASS sampler</td>
<td>X-ray Fluorescence and Inductively Coupled Plasma Mass Spectrometry (ICP-MS).</td>
</tr>
<tr>
<td>TSP Lead</td>
<td>TSP Sampler</td>
<td>Inductively Coupled Plasma Mass Spectrometry (ICP-MS)</td>
</tr>
<tr>
<td>Volatile Organic Compounds (VOC)</td>
<td>Silica-Lined Canisters</td>
<td>Gas Chromatography-Mass Spectrometry (GC-MS) with automated pre-concentration (TO-15)</td>
</tr>
<tr>
<td>Carbonyl Compounds</td>
<td>DNPH Cartridge</td>
<td>High Pressure Liquid Chromatography (HPLC)</td>
</tr>
<tr>
<td>Hexavalent Chromium (Cr$_{6+}$)</td>
<td>Sodium Bicarbonate impregnated cellulose filters</td>
<td>Ion Chromatography (modified CARB MLD-039)</td>
</tr>
<tr>
<td>Continuous Measurements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black Carbon (BC)</td>
<td>Aethalometer</td>
<td>Optical analysis method</td>
</tr>
<tr>
<td>(5 minute data)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

RESULTS AND DISCUSSION

The data collected at the Resurrection School site were examined for temporal patterns and compared to the corresponding values obtained at the Central Los Angeles and Rubidoux stations to better identify the influence of potential sources of air pollution near the Resurrection School. Also, the collected wind data were analyzed to better understand how local meteorology influences the atmospheric concentration of the measured air contaminants.

Meteorology

The wind roses shown in Figure 2 summarize the frequency distribution of wind speed and direction data over three-month periods. The spring (April through June) and summer (July through September) months (i.e., April through September) were characterized by predominantly westerly and west-southwesterly winds, typical of the daytime onshore sea-breezes in this part of the South Coast Air Basin. Conversely, the wind roses representative of colder fall and winter
conditions show the predominance of offshore flow from the northeast. This is characteristic of cold air drainage from the mountains to the ocean and it is typically observed this time of year. The stronger northeasterly winds indicate “Santa Ana” winds where high pressure over the deserts of the Great Basin cause cold air to cross the mountains, gaining momentum and warming as it moves down-slope. Santa Ana events bring low humidity and can be warmer or cooler depending on the temperature of the air-mass over the Great Basin deserts.

**Figure 2** Wind roses showing three-month average wind speed and direction data from 04/01/09 to 06/01/10

![Wind roses showing three-month average wind speed and direction data from 04/01/09 to 06/01/10](image)

**Coarse Particulate Matter**

The study average PM$_{10}$ mass levels at the Resurrection School site and in Central Los Angeles (33.0 and 31.3 µg/m$^3$, respectively) were lower than the corresponding value measured in Rubidoux (40.7 µg/m$^3$; Table 3 and Figure 3), probably because of increased re-suspension of dust particles at the latter location and secondary aerosol formation in the downwind area. Because of its larger size, the coarse portion (2.5 to 10 µm) of PM$_{10}$ particles is generally not transported far away from its source, except under high wind conditions.

The slightly higher PM$_{10}$ levels observed at all three locations during the warmer months (Figure 4) are probably related to seasonal changes in meteorological conditions. Generally, during the summertime, consistent onshore sea-breeze winds can increase particle re-suspension, while strong temperature inversions limit mixing and solar insulation. High PM$_{10}$ in the fall is typically related to Santa Ana winds. All daily average PM$_{10}$ levels measured at the Resurrection School site and at the other two stations were well below the U.S. EPA NAAQS for PM$_{10}$ (150 µg/m$^3$, not to be exceeded more than once per year on average over three years). On 10/28/09 the 24-hour average PM$_{10}$ concentration measured at the Central Los Angeles (62 µg/m$^3$) and
Resurrection School (60 µg/m³) sites exceeded the corresponding California Ambient Air Quality Standard (CAAQS; 50 µg/m³). Between 08/29/09 and 11/03/09 the daily average PM₁₀ levels at the Rubidoux station were between 60 and 77 µg/m³ on five different occasions. The study average PM₁₀ concentrations at all three sites were above the corresponding annual average CAAQS (20 µg/m³; annual arithmetic mean). PM₁₀ levels higher than the CAAQS are common throughout the South Coast Air Basin. There is no longer an annual average NAAQS for PM₁₀.

Table 3 Average and median PM₁₀ concentrations measured at the Resurrection School site and at the Central Los Angeles and Rubidoux stations from 04/01/09 to 06/01/10. Minimum (Min) and maximum (Max) values, standard deviations (SD), and the total number of valid samples (Valid N) are also included

<table>
<thead>
<tr>
<th></th>
<th>Central LA</th>
<th>Resurrection</th>
<th>Rubidoux</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PM₁₀ (µg/m³)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average</td>
<td>31.3</td>
<td>33.0</td>
<td>40.7</td>
</tr>
<tr>
<td>Median</td>
<td>31.6</td>
<td>32.0</td>
<td>41.0</td>
</tr>
<tr>
<td>SD</td>
<td>9.39</td>
<td>10.3</td>
<td>15.1</td>
</tr>
<tr>
<td>Min</td>
<td>10.0</td>
<td>12.0</td>
<td>12.0</td>
</tr>
<tr>
<td>Max</td>
<td>62.0</td>
<td>60.0</td>
<td>77.2</td>
</tr>
<tr>
<td>Valid N</td>
<td>69</td>
<td>69</td>
<td>71</td>
</tr>
</tbody>
</table>

Figure 3 Study average PM₁₀ concentrations at the Resurrection School site and at the Central Los Angeles and Rubidoux stations. Vertical lines represent standard deviations for each bar.
Figure 4 Monthly average PM$_{10}$ concentrations at the Resurrection School site and at the Central Los Angeles and Rubidoux stations

![PM$_{10}$ Concentration Graph]

**Fine Particulate Matter, Elemental Carbon Content and Diesel Emissions**

The study average PM$_{2.5}$ mass level at the Resurrection School site (16.3 µg/m$^3$) was slightly higher than that observed in Central Los Angeles (14.7 µg/m$^3$) but comparable to that measured in Rubidoux (16.7 µg/m$^3$) (Table 4; Figure 5). Note that the sampling method used to measure PM$_{2.5}$ mass at Resurrection School, the SASS speciation sampler, utilizes a different flow rate than the Federal Reference Method (FRM) samplers at Central Los Angeles and Rubidoux. This difference can lead to higher measured concentrations relative to the FRM as was observed in previous studies such as MATES III (South Coast AQMD, 2008). The observed difference is on the order of 10% and could explain the variation between Resurrection School and Central Los Angeles. The small difference may also be due to the fact that while the atmospheric concentration of PM$_{2.5}$ is primarily influenced by regional sources, emissions from motor vehicles, industrial facilities and other local PM contributions can also be important. The Resurrection Church site is located less than 350 m south of the I-5 (a highly trafficked highway), north of a large industrial area in the city of Vernon, and very near a city street. The presence of multiple air pollution sources near the Resurrection School site and the Boyle Heights neighborhood may contribute to increased atmospheric PM$_{2.5}$ levels slightly above those observed in downtown Los Angeles. Emissions from the most highly trafficked parts of Los Angeles (such as the Los Angeles-Long Beach port area and the transportation corridors), contribute to the increased PM$_{2.5}$ concentrations seen inland at sites such as Rubidoux. As they are transported inland by the prevailing winds, secondary particles are formed from gaseous PM precursors emitted from the upwind areas of the western South Coast Air Basin.

The monthly average PM$_{2.5}$ levels measured at all three stations (Figure 6) reveals that the temporal variation of this air pollutant was highly variable and did not consistently follow any specific seasonal pattern. The study average PM$_{2.5}$ concentration measured during this study was below the annual average NAAQS for PM$_{2.5}$ set by the U.S. EPA (15 µg/m$^3$) in Central Los Angeles, but exceeded the NAAQS concentration level at both the Resurrection School and
Rubidoux stations. The daily average PM$_{2.5}$ levels at the Resurrection School site and in Rubidoux exceeded the corresponding 24-hr average NAAQS (35 µg/m$^3$) on more than one occasion (Table 4). Note again that the NAAQS is based on FRM samplers, and the Resurrection Church site used a non-FRM method to measure PM$_{2.5}$ mass.

**Table 4** Average and median PM$_{2.5}$ concentrations measured at the Resurrection School site and at the Central Los Angeles and Rubidoux stations from 04/01/09 to 06/01/10. Minimum (Min) and maximum (Max) values, standard deviations (SD), the total number of valid samples (Valid N), and the number of day above the 24-hour average NAAQS for PM$_{2.5}$ are also included

<table>
<thead>
<tr>
<th>PM$_{2.5}$ (µg/m$^3$)</th>
<th>Central LA</th>
<th>Resurrection</th>
<th>Rubidoux</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average</td>
<td>14.7</td>
<td>16.3</td>
<td>16.7</td>
</tr>
<tr>
<td>Median</td>
<td>14.2</td>
<td>15.4</td>
<td>15.9</td>
</tr>
<tr>
<td>SD</td>
<td>5.94</td>
<td>7.08</td>
<td>8.65</td>
</tr>
<tr>
<td>Min</td>
<td>3.91</td>
<td>5.16</td>
<td>4.13</td>
</tr>
<tr>
<td>Max</td>
<td>35.0</td>
<td>37.5</td>
<td>40.9</td>
</tr>
<tr>
<td>Valid N</td>
<td>68</td>
<td>64</td>
<td>69</td>
</tr>
<tr>
<td>N &gt; NAAQS</td>
<td>0</td>
<td>2*</td>
<td>3**</td>
</tr>
</tbody>
</table>

*Resurrection: the PM$_{2.5}$ concentrations measured on 09/28/09 and on 11/08/09 were 37.5 and 36.6 µg/m$^3$, respectively

**Rubidoux: the PM$_{2.5}$ concentrations measured on 05/13/09, 11/21/09 and on 12/03/09 were 40.9, 39.4 and 35.7 µg/m$^3$, respectively

**Figure 5** Study average PM$_{2.5}$ concentrations at the Resurrection School site and at the Central Los Angeles and Rubidoux stations. Vertical lines represent standard deviations for each bar
The atmospheric concentration of EC (an indicator of diesel PM) was characterized by a different spatial variability, with a study average value that was higher at the Resurrection School site (2.04 µg/m^3) than at the Central Los Angeles and Rubidoux stations (1.72 and 1.63 µg/m^3, respectively) (Table 5; Figure 7). Although, the magnitude of these average EC levels is not particularly elevated relative to the ambient EC concentrations observed in other urban areas, these results may reflect the relatively close proximity of the Resurrection School site to the I-5 where heavy duty diesel truck comprise about 6% of the total traffic volume (http://pems.dot.ca.gov/).

Elemental carbon followed a well-defined temporal pattern, with higher atmospheric levels in the late fall and early winter and lower values in the warmer months (Figure 8). These variations are likely related to seasonal changes in meteorological conditions. Generally, in the late fall and winter light winds result in reduced ventilation, and late night/early morning inversions contribute to increasing the surface-level concentrations of those pollutants that are emitted from nearby ground-level sources. Although EC is currently not regulated by the U.S. EPA, a previous study conducted by AQMD suggested that exposure to diesel particles is the major contributor to the air toxics cancer risk in the South Coast Air Basin, accounting on average for about 80% of the total carcinogenic risk (MATES III; South Coast AQMD, 2008).
**Table 5** Average and median EC concentrations measured at the Resurrection School site and at the Central Los Angeles and Rubidoux stations from 04/01/09 to 06/01/10. Minimum (Min) and maximum (Max) values, standard deviations (SD), and the total number of valid samples (Valid N) also included.

<table>
<thead>
<tr>
<th></th>
<th>Central LA</th>
<th>Resurrection</th>
<th>Rubidoux</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Average</strong></td>
<td>1.72</td>
<td>2.04</td>
<td>1.63</td>
</tr>
<tr>
<td><strong>Median</strong></td>
<td>1.66</td>
<td>1.90</td>
<td>1.62</td>
</tr>
<tr>
<td><strong>SD</strong></td>
<td>0.98</td>
<td>1.09</td>
<td>1.04</td>
</tr>
<tr>
<td><strong>Min</strong></td>
<td>0.09</td>
<td>0.38</td>
<td>0.06</td>
</tr>
<tr>
<td><strong>Max</strong></td>
<td>4.50</td>
<td>5.34</td>
<td>4.57</td>
</tr>
<tr>
<td><strong>Valid N</strong></td>
<td>66</td>
<td>61</td>
<td>69</td>
</tr>
</tbody>
</table>

**Figure 7** Study average PM$_{2.5}$ EC concentrations at the Resurrection School site and at the Central Los Angeles and Rubidoux stations. Vertical lines represent standard deviations for each bar.
Figure 8 Monthly average PM$_{2.5}$ EC concentrations at the Resurrection School site and at the Central Los Angeles and Rubidoux stations

To better understand the short-term impact of diesel PM in the area near the Resurrection School site, 1-hr BC data were taken at this location and analyzed in more detail. Elemental carbon and BC are both indicators of diesel PM emissions and are typically well correlated at any given monitoring location. However, recent data collected by AQMD have shown that the extent of this correlation can be different at coastal and inland sites and may vary throughout the year. As shown in the Figure 9 example, BC typically increased in the early morning because of rush hour traffic and decreased later in the afternoon. A slight increase in the atmospheric BC levels was also observed between 22:00 and 03:00 because of nighttime and early morning inversions. One hour values higher than 15 µg/m$^3$ were recorded on a few other occasions, mostly in the morning when traffic activity near this site was the highest.

The impact of diesel emissions from the I-5 on the BC concentrations measured at the Resurrection School site is illustrated in Figure 10, which shows the study average diurnal variation in BC along with the correspondent average truck traffic flow data collected on the I-5 north during the same time period. The peak in truck traffic volume typically occurred at around 08:00, about two hours after the maximum increase in BC was measured. This discrepancy may reflect the combined effect that meteorology (i.e. early morning inversion) and increasing truck traffic emissions have on the observed BC levels. The traffic information shown in Figure 10 was retrieved from the CalTrans/PeMS website (http://pems.dot.ca.gov/) and refers to the average diurnal truck traffic flow (#/hr) as recorded by a traffic sensor located about 330m north of the Resurrection School site.
Figure 9 Time series showing the typical daily variations of BC at the Resurrection School site. Black carbon data (reported as 1-hr average concentrations) were collected for the entire duration of the study.

Figure 10 Study average diurnal profiles for BC and truck traffic volume at the Resurrection School site. Traffic information was taken from the CalTrans/PeMS website (http://pems.dot.ca.gov/)

Total Suspended Particulate Lead

As was the case for PM$_{2.5}$ and EC, the highest study average TSP lead concentration (16.8 ng/m$^3$) was measured at the Resurrection School site (Table 6; Figure 11). The average lead levels observed at the Central Los Angeles and Rubidoux stations during the same time period were 9.57 and 7.33 ng/m$^3$, respectively, or 43 and 56% less than the corresponding value at the Resurrection School. A slight increase in the atmospheric lead concentration near this monitoring site may be associated with re-suspension of historically deposited dust accumulated on roads within the community or near the I-5, and not with fresh emissions. The school is
relatively far from the Exide plant (about 2.2 Km north-west) and the winds rarely blow towards the school from the Exide facility. In addition, the lead data collected at the Resurrection School site are not well correlated to those measured right next to the Exide plant during the same time period ($R^2$<0.001). However, we cannot exclude the possibility that direct lead emissions from Exide Technologies and/or transport of re-suspended particles containing lead from the Exide facility might have contributed to increase the atmospheric concentration of lead at the Resurrection School.

As shown in Figure 12, the lead concentration at all three sampling stations followed a similar temporal pattern as that observed for PM$_{10}$, probably because lead is mostly associated with larger particles. In October 2008 the U.S. Environmental Protection Agency strengthened the NAAQS for lead, lowering it from 1500 ng/m$^3$ (quarterly average) to a more stringent 150 ng/m$^3$ (rolling 3-month average). The concentrations measured at the three monitoring sites during this study were well below the current NAAQS for lead (Table 6).

Table 6 Average and median Total Suspended Particulate (TSP) lead concentrations measured at the Resurrection School site and at the Central Los Angeles ad Rubidoux stations from 04/01/09 to 06/01/10. Minimum (Min) and maximum (Max) values, standard deviations (SD), and the total number of valid samples (Valid N) also included

<table>
<thead>
<tr>
<th>TSP Lead (ng/m$^3$)</th>
<th>Central LA</th>
<th>Resurrection</th>
<th>Rubidoux</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average</td>
<td>9.57</td>
<td>16.8</td>
<td>7.33</td>
</tr>
<tr>
<td>Median</td>
<td>10.0</td>
<td>16.1</td>
<td>8.83</td>
</tr>
<tr>
<td>SD</td>
<td>5.83</td>
<td>6.32</td>
<td>4.37</td>
</tr>
<tr>
<td>Min</td>
<td>0.00</td>
<td>4.87</td>
<td>0.00</td>
</tr>
<tr>
<td>Max</td>
<td>25.3</td>
<td>39.9</td>
<td>20.0</td>
</tr>
<tr>
<td>Valid N</td>
<td>69</td>
<td>68</td>
<td>69</td>
</tr>
</tbody>
</table>
Figure 11 Study average TSP lead concentrations at the Resurrection School site and at the Central Los Angeles and Rubidoux stations. Vertical lines represent standard deviations for each bar.

Figure 12 Monthly average Total Suspended Particulate (TSP) lead concentrations at the Resurrection School site and at the Central Los Angeles and Rubidoux stations.
Trace Elements

The elemental composition of the collected aerosol samples can be used to provide an important fingerprint to help distinguish particulate emissions from different sources. Some specific elements are also considered air toxics. Although more than 40 trace elements were analyzed on the TSP and PM$_{2.5}$ samples collected at the Resurrection School site and on the PM$_{2.5}$ samples taken at the Central Los Angeles and Rubidoux stations, only the concentrations of those species that were present in significant amounts [i.e. Magnesium (Mg), Aluminum (Al), Silicon (Si), Sulfur (S), Potassium (K), Calcium (Ca), and Iron (Fe)] will be discussed in the following paragraphs. Arsenic (As), Chromium (Cr) and other toxic trace elements were either non detected or present in concentrations close to urban background levels. The temporal and spatial distribution of lead has already been discussed in a previous section.

The spatial distribution of each trace element was quite uniform across all sampling stations and, typically, sulfur was the most abundant trace element in the collected PM$_{2.5}$ samples (Table 7; Figure 13). Sulfur (emitted as sulfate or SO$_2$) is typically generated from combustion of sulfur-containing fuel. Previous studies (Ntziacristos et al., 2007; Arhami et al., 2009) have indicated that sulfur is mostly found in ultra-fine and accumulation mode particles, which explains why this trace element was found in similar concentrations in the TSP and PM$_{2.5}$ samples collected at the Resurrection School site. The remaining trace elements mainly originate from mechanical processes such as vehicle brake abrasion (Fe) or from re-suspension of crustal materials (i.e. Mg, Ca, K, Fe, Si, and Al), and their concentrations are well within those reported in previous road-side, tunnel, and port studies conducted in the Los Angeles Basin (Singh et al., 2002; Ntziachristos et al., 2007; Arhami et al., 2009) and other urban areas (Birmili et al., 2006). Calcium (used as anti-wear, detergent, and stabilizing additive in oils) has also been proposed as marker for lube-oil combustion. Because these elements naturally occur in soil particles, their concentration in the TSP samples collected at the Resurrection Church site was higher than the corresponding levels present in the PM$_{2.5}$ samples collected at the same site during the same time period (Figure 13). While PM$_{2.5}$ is primarily emitted from combustion activities, TSP also includes larger particles from the Earth’s crust. Overall, the temporal profile of the trace elements measured during this study is variable, with higher sulfur levels in the warmer months probably because of production of secondary sulfate in late spring and early summer (not shown). A summary of all trace element data collected during this study can be found in Appendix B.
Table 7 Average and median trace element concentrations measured in PM$_{2.5}$ samples collected at the Resurrection School site and at the Central Los Angeles and Rubidoux stations between 04/01/09 and 06/01/10. Minimum (Min) and maximum (Max) values, standard deviations (SD), and the total number of valid samples (Valid N) are also included. Total Suspended Particulate (TSP) samples were also taken and analyzed for trace elements, but only at the Resurrection School.

<table>
<thead>
<tr>
<th></th>
<th>Mg</th>
<th>Al</th>
<th>Si</th>
<th>S</th>
<th>K</th>
<th>Ca</th>
<th>Fe</th>
</tr>
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<td><strong>Resurrection</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average</td>
<td>0.37</td>
<td>1.36</td>
<td>1.04</td>
<td>0.63</td>
<td>0.36</td>
<td>1.02</td>
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</tr>
<tr>
<td>Median</td>
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<td>1.23</td>
<td>1.43</td>
<td>0.63</td>
<td>0.37</td>
<td>0.69</td>
<td>1.43</td>
</tr>
<tr>
<td>SD</td>
<td>0.22</td>
<td>0.93</td>
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<td>0.43</td>
<td>0.22</td>
<td>0.75</td>
<td>0.05</td>
</tr>
<tr>
<td>Min</td>
<td>0.05</td>
<td>0.03</td>
<td>0.15</td>
<td>0.13</td>
<td>0.06</td>
<td>0.17</td>
<td>0.21</td>
</tr>
<tr>
<td>Max</td>
<td>1.26</td>
<td>4.14</td>
<td>5.97</td>
<td>1.79</td>
<td>1.30</td>
<td>4.59</td>
<td>4.36</td>
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<td>57</td>
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</table>

<table>
<thead>
<tr>
<th></th>
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<th>Si</th>
<th>S</th>
<th>K</th>
<th>Ca</th>
<th>Fe</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Central Los Angeles</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average</td>
<td>0.12</td>
<td>0.11</td>
<td>0.13</td>
<td>0.73</td>
<td>0.04</td>
<td>0.07</td>
<td>0.16</td>
</tr>
<tr>
<td>Median</td>
<td>0.12</td>
<td>0.11</td>
<td>0.10</td>
<td>0.70</td>
<td>0.03</td>
<td>0.07</td>
<td>0.13</td>
</tr>
<tr>
<td>SD</td>
<td>0.05</td>
<td>0.07</td>
<td>0.14</td>
<td>0.54</td>
<td>0.03</td>
<td>0.04</td>
<td>0.10</td>
</tr>
<tr>
<td>Min</td>
<td>0.03</td>
<td>0.01</td>
<td>0.01</td>
<td>0.00</td>
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<tr>
<td>Max</td>
<td>0.24</td>
<td>0.40</td>
<td>0.31</td>
<td>2.32</td>
<td>0.10</td>
<td>0.23</td>
<td>0.44</td>
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<tr>
<td>Valid N</td>
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<td>63</td>
<td>66</td>
<td>61</td>
<td>67</td>
<td>57</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
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<th>Al</th>
<th>Si</th>
<th>S</th>
<th>K</th>
<th>Ca</th>
<th>Fe</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rubidoux</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average</td>
<td>0.12</td>
<td>0.16</td>
<td>0.23</td>
<td>0.70</td>
<td>0.05</td>
<td>0.14</td>
<td>0.16</td>
</tr>
<tr>
<td>Median</td>
<td>0.13</td>
<td>0.14</td>
<td>0.15</td>
<td>0.58</td>
<td>0.03</td>
<td>0.03</td>
<td>0.14</td>
</tr>
<tr>
<td>SD</td>
<td>0.06</td>
<td>0.12</td>
<td>0.28</td>
<td>0.43</td>
<td>0.05</td>
<td>0.17</td>
<td>0.12</td>
</tr>
<tr>
<td>Min</td>
<td>0.01</td>
<td>0.01</td>
<td>0.02</td>
<td>0.07</td>
<td>0.00</td>
<td>0.01</td>
<td>0.03</td>
</tr>
<tr>
<td>Max</td>
<td>0.31</td>
<td>0.84</td>
<td>2.91</td>
<td>2.15</td>
<td>0.26</td>
<td>1.32</td>
<td>0.36</td>
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<td>Valid N</td>
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<td>113</td>
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<td>113</td>
<td>113</td>
<td>113</td>
<td>113</td>
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</table>

*Trace Element TSP data at the Resurrection School site are only available between 04/01/11 and 03/27/11.*
Figure 13 Study average concentrations of selected trace elements in PM$_{2.5}$ samples collected at the Resurrection School site and at the Central Los Angeles and Rubidoux stations. Total Suspended Particulate (TSP) samples were also taken and analyzed for trace elements, but only at the Resurrection School. Vertical lines represent standard deviations for each bar.

Hexavalent Chromium

The study average concentration of Cr$^{6+}$ at the Resurrection School site (0.11 ng/m$^3$) was virtually identical to that measured in Central Los Angeles and in Rubidoux (0.10 and 0.11 ng/m$^3$, respectively) (Table 8; Figure 14). The monthly average Cr$^{6+}$ levels at all three locations reveals that the temporal variation of this air toxic was highly variable and did not follow any specific seasonal pattern (Figure 15) other than a general tendency to be slightly higher in the fall and winter seasons. These levels are consistent with what is considered the urban background in Southern California, and thus do not indicate the presence of any local sources.

Hexavalent chromium is a toxic form of the element chromium and it is used in many industrial applications (e.g. chromate pigment production and chromium plating). Exposure to Cr$^{6+}$ in the workplace has been related to a number of harmful health effects including respiratory irritation and lung cancer. Hexavalent chromium and Cr$^{6+}$ containing compounds are listed as Toxic Air Contaminants by the California Air Resource Board (CARB). All Cr$^{6+}$ concentrations measured during this study are similar to or below those observed by AQMD during other measurement studies conducted in the South Coast Air Basin (MATES III; South Coast AQMD, 2008).
Table 8  Average and median Hexavalent Chromium (Cr\textsuperscript{6+}) concentrations measured at the Resurrection School site and at the Central Los Angeles ad Rubidoux stations from 04/01/09 to 06/01/10. Minimum (Min) and maximum (Max) values, standard deviations (SD), and the total number of valid samples (Valid N) also included.

<table>
<thead>
<tr>
<th></th>
<th>Central LA</th>
<th>Resurrection</th>
<th>Rubidoux</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average</td>
<td>0.10</td>
<td>0.11</td>
<td>0.11</td>
</tr>
<tr>
<td>Median</td>
<td>0.09</td>
<td>0.09</td>
<td>0.09</td>
</tr>
<tr>
<td>SD</td>
<td>0.04</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>Min</td>
<td>0.02</td>
<td>0.03</td>
<td>0.03</td>
</tr>
<tr>
<td>Max</td>
<td>0.22</td>
<td>0.40</td>
<td>0.39</td>
</tr>
<tr>
<td>Valid N</td>
<td>73</td>
<td>66</td>
<td>70</td>
</tr>
</tbody>
</table>

Figure 14  Study average Cr\textsuperscript{6+} concentrations at the Resurrection School site and at the Central Los Angeles and Rubidoux stations. Vertical lines represent standard deviations for each bar.
Volatile Organic Compounds and Carbonyls

The following VOCs were analyzed in all samples collected at the Resurrection School site and at the Central Los Angeles and Rubidoux stations because of their potential importance relative to toxic cancer risk in the South Coast Air Basin: Vinylchloride, 1,3-butadiene, 2-propenal, Acetone, Methylenecloride, Methyltertbutylether, 2-butanone, chloroform, 1,2-Dichloroethane, Benzene, Carbontetrachloride, 1,2-Dichloropropane, Trichloroethylene, Toluene, 1,2-dibromoethane, Tetrachloroethene, Ethylbenzene, m,p-Xylenes, Styrene, o-Xylene, 1,4-Dichlorobenzene, and 1,2-Dichlorobenzene. Only those VOCs that were detected in significant amounts in all collected samples were selected for the purpose of this analysis and will be discussed here. The complete VOC dataset can be found in Appendix C.

With the exception of methylene chloride, the concentrations of all selected VOCs (namely, m+p-xylenes, o-xylenes, benzene, ethylbenzene, 1,3-butadiene, toluene, methylene chloride, and 2-butanone) at the Resurrection School site were comparable to those measured at the other two monitoring stations in Central Los Angeles and Rubidoux (Table 9; Figure 16). This is probably because gaseous emissions from motor-vehicles are likely to be the predominant source of these volatile species at all three monitored locations and throughout the entire South Coast Air Basin. The slightly higher atmospheric levels of toluene, 2-butanone, m+p-xylenes and other VOCs measured at the Resurrection School might be explained by the close proximity of this site to the I-5 or the very close proximity to the surface street. The potential contribution of evaporative emissions from nearby industrial facilities cannot be excluded, but this pattern of VOC levels is consistent with mobile source emissions.

The VOC concentration was generally higher during the colder months (November through February) than during the remaining part of the year. This is consistent with typical seasonal changes in local meteorological conditions, as described in previous sections.
average variations for benzene and 1,3-butadiene (considered to be good tracers of gasoline vehicle emissions) are shown in Figure 17 as an example.

Table 9 Average and median concentrations of selected VOCs measured at the Resurrection School site and at the Central Los Angeles ad Rubidoux stations from 04/01/09 to 06/01/10. Minimum (Min) and maximum (Max) values, standard deviations (SD), and the total number of valid samples (Valid N) also included.

<table>
<thead>
<tr>
<th>VOCs (ppb)</th>
<th>CELA</th>
<th>Resurrection</th>
<th>Rubidoux</th>
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<tr>
<td>Toluene</td>
<td>m+p-xylenes</td>
<td>Benzene</td>
<td>Methylene Chloride</td>
</tr>
<tr>
<td>Average</td>
<td>1.21</td>
<td>0.65</td>
<td>0.44</td>
</tr>
<tr>
<td>Median</td>
<td>1.06</td>
<td>0.58</td>
<td>0.37</td>
</tr>
<tr>
<td>SD</td>
<td>0.72</td>
<td>0.38</td>
<td>0.23</td>
</tr>
<tr>
<td>Min</td>
<td>0.18</td>
<td>0.08</td>
<td>0.10</td>
</tr>
<tr>
<td>Max</td>
<td>3.14</td>
<td>1.62</td>
<td>1.06</td>
</tr>
<tr>
<td>Valid N</td>
<td>66</td>
<td>66</td>
<td>66</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2-butanone</th>
<th>o-xylene</th>
<th>Ethylbenzene</th>
<th>1,3-butadiene</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average</td>
<td>0.52</td>
<td>0.22</td>
<td>0.18</td>
</tr>
<tr>
<td>Median</td>
<td>0.47</td>
<td>0.19</td>
<td>0.15</td>
</tr>
<tr>
<td>SD</td>
<td>0.24</td>
<td>0.13</td>
<td>0.10</td>
</tr>
<tr>
<td>Min</td>
<td>0.15</td>
<td>0.03</td>
<td>0.02</td>
</tr>
<tr>
<td>Max</td>
<td>1.26</td>
<td>0.58</td>
<td>0.42</td>
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<table>
<thead>
<tr>
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<tr>
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<td>0.29</td>
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<td>Median</td>
<td>0.78</td>
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<td>SD</td>
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<td>0.18</td>
<td>0.14</td>
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<tr>
<td>Min</td>
<td>0.19</td>
<td>0.06</td>
<td>0.05</td>
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<td>0.76</td>
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<th>Ethylbenzene</th>
<th>1,3-butadiene</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average</td>
<td>0.60</td>
<td>0.16</td>
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<td>Median</td>
<td>0.61</td>
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<td>0.12</td>
</tr>
<tr>
<td>SD</td>
<td>0.24</td>
<td>0.09</td>
<td>0.07</td>
</tr>
<tr>
<td>Min</td>
<td>0.11</td>
<td>0.03</td>
<td>0.02</td>
</tr>
<tr>
<td>Max</td>
<td>1.21</td>
<td>0.43</td>
<td>0.34</td>
</tr>
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<td>Valid N</td>
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<td>68</td>
<td>68</td>
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</table>
**Figure 16** Study average concentrations of selected VOCs at the Resurrection School site and at the Central Los Angeles and Rubidoux stations. Vertical lines represent standard deviations for each bar.

**Figure 17** Monthly average concentrations of selected VOCs at the Resurrection School site and at the Central Los Angeles and Rubidoux stations.

The average concentrations of the most abundant carbonyl compounds (i.e. formaldehyde, acetaldehyde, and acetone) measured at the Resurrection School site were also comparable to those recorded at the Central Los Angeles and Rubidoux stations (Table 10; Figure 18) and followed a similar seasonal pattern at all three locations (an example for formaldehyde is shown in Figure 19). In addition to direct emissions, formaldehyde and acetaldehyde are also formed in the air via photochemical reactions. The higher levels in summer...
and at inland Rubidoux point to regional formaldehyde formed by atmospheric chemistry, enhanced with more sunlight in summer and elevated at inland sites due to atmospheric aging and transport. In winter, with less sunlight and less inland transport, lower values inland suggest that the atmospheric concentration of these carbonyl compounds is mostly affected by primary motor-vehicle emissions and proximity to local traffic. Contributions from local evaporative sources may have contributed to increase the acetone levels at the Resurrection School site, but the extent of this contribution cannot be assessed from the available data. A summary of all carbonyl compound data collected throughout this study can be found in Appendix C.

Table 10 Average and median concentrations of the carbonyl compounds measured at the Resurrection School site and at the Central Los Angeles ad Rubidoux stations from 04/01/09 to 06/01/10. Minimum (Min) and maximum (Max) values, standard deviations (SD), and the total number of valid samples (Valid N) also included.

<table>
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<th>Acetone</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Central LA</td>
<td>Resurrection</td>
<td>Rubidoux</td>
</tr>
<tr>
<td>Average</td>
<td>6.60</td>
<td>8.33</td>
<td>5.58</td>
</tr>
<tr>
<td>Median</td>
<td>5.68</td>
<td>7.58</td>
<td>5.28</td>
</tr>
<tr>
<td>SD</td>
<td>3.27</td>
<td>3.93</td>
<td>2.41</td>
</tr>
<tr>
<td>Min</td>
<td>2.14</td>
<td>2.28</td>
<td>1.49</td>
</tr>
<tr>
<td>Max</td>
<td>16.4</td>
<td>21.1</td>
<td>13.9</td>
</tr>
<tr>
<td>Valid N</td>
<td>66</td>
<td>62</td>
<td>68</td>
</tr>
</tbody>
</table>

|                | Central LA | Resurrection | Rubidoux |
| Average        | 2.77      | 3.41     | 3.43     |
| Median         | 2.80      | 3.40     | 3.10     |
| SD             | 1.38      | 1.36     | 1.94     |
| Min            | 0.50      | 0.69     | 0.80     |
| Max            | 6.00      | 8.75     | 9.50     |
| Valid N        | 68        | 62       | 70       |

|                | Central LA | Resurrection | Rubidoux |
| Average        | 1.30      | 1.51     | 1.39     |
| Median         | 1.20      | 1.44     | 1.40     |
| SD             | 0.64      | 0.70     | 0.70     |
| Min            | 0.30      | 0.40     | 0.30     |
| Max            | 3.70      | 3.78     | 3.70     |
| Valid N        | 67        | 62       | 70       |
**Figure 18** Study average concentrations of the carbonyl compounds measured at the Resurrection School site and at the Central Los Angeles and Rubidoux stations. Vertical lines represent standard deviations for each bar.

![Figure 18](image)

**Figure 19** Monthly average concentrations of the carbonyl compounds measured at the Resurrection School site and at the Central Los Angeles and Rubidoux stations.

![Figure 19](image)
ACKNOWLEDGEMENTS

AQMD would like to thank Father John Moretta, pastor of Resurrection Catholic Church in Boyle Heights for his cooperation and support, and all the AQMD Staff that contributed to the success of this study.

REFERENCES


South Coast Air Quality Management District (2008) “Multiple Air Toxics Exposure Study (MATES III)”

APPENDIX B: TRACE ELEMENT DATA
<table>
<thead>
<tr>
<th>Date</th>
<th>Mg (ng/m³)</th>
<th>Al (ng/m³)</th>
<th>Si (ng/m³)</th>
<th>S (ng/m³)</th>
<th>K (ng/m³)</th>
<th>Ca (ng/m³)</th>
<th>Fe (ng/m³)</th>
<th>Ba (ng/m³)</th>
</tr>
</thead>
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<td>04/01/09</td>
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<td>290.12</td>
<td>874.07</td>
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<td>112.35</td>
<td>180.25</td>
<td>0.72</td>
</tr>
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<td>229.54</td>
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<td>202.39</td>
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<td>04/07/09</td>
<td>114.76</td>
<td>229.51</td>
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<td>93.78</td>
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</tr>
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</table>

Central Los Angeles (PM₂.₅)
Central Los Angeles (PM2.5 )
3

3

3

3

3

3

3

3

Date

Mg (ng/m )

Al (ng/m )

Si (ng/m )

09/25/09
09/28/09
10/01/09
10/04/09
10/07/09
10/10/09
10/13/09
10/16/09
10/19/09
10/22/09
10/25/09
10/28/09
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04/20/10
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90.07
185.07
134.55
265.46
195.74
119.70
93.76
124.67
166.56
113.46
124.73
213.12
139.43
138.33
153.04
116.04
155.44
135.68
141.87
119.61
162.86
165.28
133.26
171.32
182.68
128.30
135.72
122.12
111.02
118.46
136.88
144.31
120.85
151.81
117.21
149.31

209.13
135.72
217.26
130.88
154.37
99.96
74.02
97.51
96.24
69.06
71.63
351.09
80.21
62.99
61.71
64.19
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78.94
56.75
41.92
202.34
61.67
109.82
53.00
25.92
37.01
10.28
66.61
80.18
75.27
82.62
45.64
34.53
50.60
62.92
74.04

343.31
244.29
554.26
248.17
347.64
273.96
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S (ng/m ) K (ng/m ) Ca (ng/m ) Fe (ng/m ) Ba (ng/m )

B-3


Rubidoux (PM2.5 )
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Date

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Si (ng/m )

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04/07/09
04/10/09
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04/16/09
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04/22/09
04/25/09
04/28/09
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09/22/09

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S (ng/m ) K (ng/m ) Ca (ng/m ) Fe (ng/m ) Ba (ng/m )

B-4


Rubidoux (PM2.5 )
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3

3

Date

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Al (ng/m )

Si (ng/m )

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S (ng/m ) K (ng/m ) Ca (ng/m ) Fe (ng/m ) Ba (ng/m )

B-5


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B-6
### Resurrection School (PM$_{2.5}$)

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<th>Ca (ng/m$^3$)</th>
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Best Practices for Reducing Near-Road Pollution Exposure at Schools

November 2015
Best Practices for Reducing Near-Road Pollution Exposure at Schools

U.S. Environmental Protection Agency

EPA would like to acknowledge the following organizations that provided comments on an earlier draft of this document:

South Coast Air Quality Management District
Southern California Green, Clean and Healthy Schools Partnership
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Purpose of This Publication

This publication can help school communities identify strategies for reducing traffic-related pollution exposure at schools located downwind from heavily traveled roadways (such as highways), along corridors with significant trucking traffic, or near other traffic or vehicular pollution sources. Many of these strategies are already being used by schools across the country to reduce exposures to traffic-related air pollution. We hope that this compilation of best practices will help other schools that want to take steps to address concerns about traffic-related pollution exposure.

Many of the best practices outlined in this publication may also be effective in reducing exposure at schools near other sources of particulate air pollution, such as rail yards, ports, and industrial facilities.

Contact your state or local air pollution agency for assistance in evaluating the impacts, if any, that traffic-related air pollution may have on your school. EPA's School Siting Guidelines also include information on evaluating impacts of nearby sources of air pollution. Evaluating the potential impact of traffic-related air pollution may be performed as part of an overall environmental evaluation for your school.

Intended Audience

This publication was designed for school administrators, facility managers, school staff, school nurses, school-based health centers, parents, students, and others in the school community who are concerned about traffic-related air pollution exposure due to a school’s proximity to a heavily traveled roadway or trucking corridor and who want to understand potential approaches to reduce exposures. Other audiences that may find this resource applicable to their work include community-based environmental and health organizations; HVAC professionals, architects, design engineers, and construction contractors who can apply the principles of this document during facility siting, design, and construction; and other federal, state, local, and tribal agencies.

Other EPA Resources for Schools

The EPA website (www.epa.gov/schools) offers many documents and tools to help states, districts, schools, teachers, parents, and students create or enhance productive and healthy learning environments. These resources address a broad range of issues that affect children’s health in schools, from selecting appropriate locations for schools to maintaining the buildings and grounds. Some of these resources may address strategies that are discussed in this publication. You can use these comprehensive resources to assess your school’s environmental health efforts and implement or improve related programs, policies, and procedures. If you have questions about EPA’s resources for schools, contact your regional school coordinator.
Reducing Near-Road Pollution Exposure at Schools

Exposure to traffic-related air pollution has been linked to a variety of short- and long-term health effects, including asthma, reduced lung function, impaired lung development in children, and cardiovascular effects in adults. Children’s exposure to traffic-related air pollution while at school is a growing concern because many schools are located near heavily traveled roadways. This document briefly introduces the health risks associated with traffic-related pollution exposure and offers strategies to reduce students’ exposure in new and existing schools.

Near-Road Air Pollution and Children’s Health

Pollutants directly emitted from cars, trucks, and other motor vehicles are found in higher concentrations near major roads. Examples of directly emitted pollutants include particulate matter (PM), carbon monoxide, oxides of nitrogen, and benzene, though hundreds of chemicals are emitted by motor vehicles. Motor vehicles also emit compounds that lead to the formation of other pollutants in the atmosphere, such as nitrogen dioxide, which is found in elevated concentrations near major roads, and ozone, which forms further downwind. Beyond vehicles’ tailpipe and evaporative emissions, roadway traffic also emits brake and tire debris and can throw road dust into the air. Individually and in combination, many of the pollutants found near roadways have been associated with adverse health effects.

Studies show that concentrations of traffic-related air pollutants can be elevated inside classrooms, and that traffic is one of the most significant sources of air pollution in both the indoor and outdoor school environments.

Motor vehicle pollutant concentrations tend to be higher closer to the road, with the highest levels generally within the first 500 feet (about 150 meters) of a roadway and reaching background levels within approximately 2,000 feet (about 600 meters) of a roadway, depending on the pollutant, time of day, and surrounding terrain.1 Many scientific studies have found that people who live, work, or attend school near major roads appear to be more at risk for a variety of short- and long-term health effects, including asthma, reduced lung function, impaired lung development in children, and cardiovascular effects in adults.

Children are particularly susceptible to health problems resulting from air pollution exposure due to:

- Respiratory systems that are not fully developed. Studies show exposures to air pollution in childhood can result in decreased lung function.2
- Higher rates of exposure than adults because they are more active and they breathe more rapidly.

Children spend a lot of time at school, and nearly 17,000 schools in rural and urban areas across the U.S. are located within 250 meters (~820 feet) of a heavily traveled road.3 Exposure to traffic-related pollution is a concern both indoors and outdoors—

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concentrations tend to be higher outdoors, yet numerous studies have found that concentrations of traffic-related pollutants can also be elevated inside classrooms, where children spend most of the school day. In addition, diesel-powered school buses can be a significant source of pollution near schools.

How Can Near-Road Pollution Exposure Be Reduced in Schools?

Over the past several decades, emission control technologies and regulations have led to large decreases in emissions per vehicle. Pollutant concentrations have also declined, though at a slower rate, because there has been growth in both the number of vehicles and vehicle miles traveled. Government and industry are still working to reduce the amount of pollutants emitted by motor vehicles.

In the meantime, several strategies are being used by communities and schools across the country to reduce traffic-related pollution exposure. Some of these strategies aim to reduce indoor exposure at the individual building level, while others target reductions indoors and outdoors on a larger scale. Given the importance of PM in general, and diesel PM specifically as a harmful pollutant, the focus of this document is on strategies that can be used to mitigate PM exposure, although some techniques may be applicable to gaseous pollutants (e.g., carbon monoxide, benzene) as well. This document addresses the following mitigation strategies that can be implemented by local school authorities: ventilation, filtration, actions for building occupants, transportation policies, site location and design, and the use of roadside barriers. Many of these strategies may also be effective at reducing exposure at schools near other sources of particulate air pollution (e.g., railyards, industry) and near facilities that have increased truck and car traffic (e.g., warehouses, ports). In planning, implementing, and evaluating mitigation strategies, it may be valuable to assemble a diverse project team that is committed to ensuring a healthy environment for children and staff.

Elevated PM concentrations in schools have been linked to:
- Poor ventilation;
- Ineffective or nonexistent air filtration;
- Proximity to roadways;
- Open windows and doors allowing entry of polluted outdoor air during rush hours;
- Infrequent and incomplete cleaning of indoor surfaces; and
- High occupancy levels.

Building Design and Operation Strategies for Reducing Near-Road Pollution Exposure

Ventilation, Filtration, and Indoor Air Quality in Schools

Proper building ventilation is crucial for maintaining healthy indoor air quality. Ventilation in schools is achieved passively (e.g., via open windows and doors) or mechanically by a building’s heating, ventilating, and air conditioning (HVAC) system.

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Studies have shown that in addition to reducing health effects related to air pollution exposure, proper ventilation contributes to a comfortable learning environment associated with better test scores and attendance.9

However, improved ventilation does not always improve air quality. For example, if filtration is not used, higher ventilation rates can increase pollutant levels indoors if outdoor pollutant concentrations are higher than indoor concentrations.

**Passive/Natural Ventilation**

In passive or natural ventilation systems, air is supplied to a classroom through open windows or doors or by leaks in the building envelope (e.g., gaps around windows and doors). Passive systems rely on dilution of indoor air contaminants by mixing indoor air with outdoor air. This approach is only effective if the outdoor air is less polluted than the indoor air. It is often challenging to achieve proper ventilation using passive methods because assessing ventilation needs and outdoor air quality, as well as controlling ventilation rates, can be difficult for building occupants to carry out. Strategies for reducing pollution exposure in naturally ventilated classrooms include reducing indoor sources of air pollution and, at schools near heavily traveled roads, timing air intake (i.e., opening and closing doors and windows) to avoid bringing in outdoor air during peak travel times (see Actions for Building Occupants section for more information).

Additionally, there are filtration-related options for schools with passive systems, which are described in the sections that follow.

### Recommendations

- Keep windows and doors closed during peak traffic times (e.g., morning and evening rush hours).
- Minimize indoor sources of air pollution.
- Use a stand-alone filtration unit or upgrade to a mechanical ventilation system.

### Mechanical Ventilation

In mechanical ventilation systems, air is circulated through a building by air intake and/or exhaust fans. Mechanical systems used in schools can be grouped into two categories: units that serve a single room without air ducts (such as a unit ventilator or individual heat pump) and central air handling units that serve multiple rooms via ductwork. The effectiveness of mechanical ventilation depends on HVAC system type, design, maintenance, and operation. An imbalance in a building’s HVAC system can result in the building becoming pressurized. Negative pressure can allow outdoor contaminants to enter the building through the building envelope, while positive pressure prevents infiltration of outdoor air but can force moisture into the walls of the building. In cold climates, moisture can condense in walls and promote mold growth. Therefore, pressure relief dampers that allow air to exit the building or exhaust fans that draw air out are typically recommended.

The U.S. Environmental Protection Agency (EPA) recommends10 that central HVAC air handling units be used when possible, as they are often quieter (and therefore less likely to be turned off), easier to maintain because of the reduced number of individual units, and compatible with higher efficiency filtration.

While central units typically achieve higher air exchange rates and therefore better indoor air quality, they may not always be the most cost-effective or practical option for schools with limited resources.

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quality, the necessary ducting and registers tend to increase system cost. Ductwork in central ventilation systems should be kept clean and tested regularly for leaks. Regardless of the type of system used, mechanical ventilation systems are typically more reliable than natural methods because airflow rates are controllable.

**Recommendations**

- Use mechanical ventilation if possible. Central HVAC units that serve multiple classrooms are typically more effective than single-room unit systems.
- In classrooms where sufficient mechanical ventilation can be ensured, seal the building envelope to prevent infiltration of polluted air through cracks around windows, doors, and HVAC ducts.
- With a properly performing mechanical ventilation system, keep windows and doors closed to avoid bringing in polluted outdoor air.
- Ensure that HVAC systems are properly maintained and operated.
- Locate air intakes away from roadways, bus idling, drop-off zones, and other pollutant sources, such as designated smoking areas.¹¹

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**Filtration**

Although diluting air contaminants through ventilation is sometimes adequate, many buildings (including schools) require additional air treatment to achieve suitable indoor air quality. Studies have shown that filtration in schools can improve indoor air quality by reducing particle concentrations by as much as 97% relative to outdoor levels.¹² Achieving maximum performance of filtration systems requires:

- Proper installation;
- Continuous operation;
- A tight building envelope (i.e., minimal air leaks);
- Effective air distribution;
- Careful placement of air inlet and outlet locations; and
- Regular maintenance, including replacement of filters.

Filtration has some practical limitations. Filtration is only effective at removing particles that enter the system through an outside air intake and particles that enter through the return air ducts usually located at ceiling level. Particles entering the school through other pathways may not be removed (for instance, particles entering the classroom through open doors or windows, through leakage in the building envelope, from indoor sources, or from re-suspension from floors). In addition, removal of gaseous pollutants by filtration is typically less effective than particle removal; filters that are able to remove gaseous pollutants are costly and are not commonly used in schools.

Indoor air filtration is typically incorporated into a building’s HVAC system, although portable, stand-alone air cleaners are also available. Both system types typically employ filters that remove air contaminants based on particle size.¹³

**Schools undertaking energy efficiency upgrade projects may wish to consider concurrent opportunities to improve indoor air quality.¹⁴**

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¹¹ The Centers for Disease Control and Prevention recommends that schools prohibit all tobacco use at all school facilities and events at all times. See [http://www.cdc.gov/healthyschools/tobacco](http://www.cdc.gov/healthyschools/tobacco) for more recommendations on tobacco use prevention through schools.


¹³ Some portable, stand-alone air cleaners use alternate technologies to remove contaminants, such as electrostatic precipitators. While effective at removing particles, electrostatic precipitators tend to be more expensive than traditional filters, require more maintenance over time, and can generate small amounts of ozone as a by-product of air purification. In addition, some air cleaners are designed to intentionally generate ozone and are not recommended. The California Air Resources Board maintains a list of air cleaning devices tested and certified by the State of California to meet California’s electrical safety and ozone emission requirements. See [http://www.arb.ca.gov/research/indoor/aircleaners/certified.htm](http://www.arb.ca.gov/research/indoor/aircleaners/certified.htm)

The degree of indoor air quality improvement from filtration depends on the filter’s Minimum Efficiency Reporting Value (MERV) rating. Filters with MERV ratings from 1 to 4 are effective at removing large particles (e.g., pollen, dust mites, paint dust), but are less effective at removing small, traffic-related particles that can enter the respiratory system and cause adverse health effects. Filters with higher MERV ratings are increasingly more effective at removing very small particles.

Studies examining filtration systems in schools have found that all types of filtration systems improve air quality conditions inside classrooms and can be used to reduce exposure to traffic-related pollutants indoors. Central HVAC systems equipped with filters tend to be more effective than unit systems (e.g., window units) with filters. In schools with central HVAC systems, medium-efficiency filters (MERV 6–7) tend to reduce particle concentrations by approximately 20% to 65%, while higher performance filters (MERV 11–16) can reduce particle concentrations from 74% to 97% relative to outdoor concentrations.15 Higher MERV ratings are generally associated with higher particle removal rates. Stand-alone systems, although slightly less effective, are well-suited for classrooms that are not equipped with a central HVAC system and can achieve removal efficiencies close to 90%.16 However, performance depends on the amount of air that can be processed by the unit and other classroom layout features that influence airflow to the system. A downside of some stand-alone units is that they can be noisier than HVAC-based filtration. However, quieter stand-alone units are available that meet the noise level requirements for new classroom equipment.18

It is important to maintain HVAC filtration performance through regular maintenance and proper HVAC system operation. Excessive depressurization can be avoided by routine cleaning and filter replacement as necessary. Monitoring the system pressure can help identify when filter replacement is needed and can maximize performance, minimize energy costs, and prevent early disposal of useful filters. Inexpensive pre-filters can be used to remove a majority of particle mass and extend the life of the more expensive main filter. Filter performance and lifetime can also be improved by locating outdoor air intakes away from potential pollution sources so that cleaner air is drawn into the system.

Some schools may be able to incorporate high-efficiency filtration into their existing HVAC system. However, not all HVAC systems are compatible with high MERV-rated filters. In some systems, the addition of a high MERV-rated filter can result in

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a large drop in system pressure. The magnitude of the pressure drop varies by filter type and not all high-efficiency filters result in a large drop in pressure. For example, the South Coast Air Quality Management District’s school air filtration program uses high-performance panel filters that have air resistance properties similar to conventional filters, do not require the use of a pre-filter, and do not reduce airflow through the HVAC system. In addition, these filters have longer lifespans than the medium-efficiency MERV filters typically in use, requiring replacement approximately once per year rather than every four months.19 Depending on the HVAC system, installing the highest MERV-rated filter that the current system can handle may be a cost-effective way to improve indoor air quality. In other cases, improving or replacing the existing HVAC system may be required to achieve the pumping capacity necessary to accommodate high-efficiency filtration because of limited airflow.

Capital and/or increased operating costs may pose limitations to these improvements; however, potential savings associated with any system upgrades should also be considered. For example, the cost of purchasing an air sensor to monitor ventilation needs, and thereby help optimize ventilation rates, could offset long-term, higher energy costs due to over-ventilation.

**Recommendations**

- For classrooms relying on passive/natural ventilation, use quiet, portable, stand-alone filtration systems to reduce indoor concentrations.
- For schools with mechanical ventilation systems, use high-efficiency filtration to reduce particle pollution exposure inside classrooms.
- Upgrade filtration to the highest MERV-rated filters that the HVAC system can handle.
- Consider HVAC system upgrades to accommodate high-efficiency filtration, including the installation of pre-filters, if necessary.
- Inspect and replace filters regularly according to manufacturer recommendations.
- Where possible, locate air intakes away from pollution sources.

**Actions for Building Occupants**

The actions of building occupants can greatly affect near-road pollution exposure indoors. For instance, opening windows or doors for ventilation in classrooms can allow polluted air to enter into the classroom and overwhelm the air quality benefits of an HVAC filtration system. Keeping windows and doors closed is especially important during periods of peak traffic (e.g., morning and evening rush hours) when near-road pollutant concentrations are typically highest. Although the classroom is a noise-sensitive environment, it is important that HVAC systems are not turned off during the day.

For naturally ventilated classrooms, there may be opportunities to time air intake to avoid bringing in outdoor air during peak concentration times.

Although the focus of this document is traffic-related pollution exposure, it is important to note that indoor sources can largely impact (or even dominate) indoor concentrations of PM and gaseous pollutants. Indoor

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sources include combustion sources, secondhand smoke, dust from student activity (PM), and (gaseous) emissions, such as from building materials, furniture, carpets, air fresheners, personal care products, biologically derived emissions from mold and bacteria, and classroom supplies (e.g., dry erase markers and some cleaners).

Exposure outdoors may be reduced by carefully timing outdoor activities to avoid times of peak pollution. Ozone pollution is often worse on hot, sunny days, especially during the afternoon and early evening. Particle pollution can be high any time of day, but higher levels can be found near idling cars, trucks, and buses and near busy roads, especially during rush hour. If possible, plan strenuous outdoor activities outside of rush hour and drop-off/pick-up times, and consider locating activities farther from roads and loading zones. In addition, many schools implement the Air Quality Flag program to raise awareness of the daily air quality forecast. The school flags, combined with information on current air quality from www.airnow.gov, can be used to help plan outdoor activities.

Raising awareness about indoor and outdoor air quality issues and providing training for staff on optimal building operating practices (including HVAC operation) specific to the design of their school are inexpensive strategies that can supplement upgrades to the ventilation and filtration system and building and site design. EPA's IAQ Tools for Schools program provides an easy-to-use framework and set of tools to train staff on indoor air quality (IAQ) management (www.epa.gov/iaq/schools). Training is recommended as a complementary strategy and should not be considered an alternative to ventilation upgrades.

**Recommendations**

Train teachers and school staff on best ventilation practices, including:

- Keeping windows and doors closed in mechanically ventilated classrooms to prevent entry of polluted outdoor air.
- Keeping windows and doors closed in naturally ventilated classrooms during peak commute times.
- Keeping HVAC systems turned on throughout the day.
- Keeping air vents clear of items that may block airflow.
- Understanding the importance of indoor pollutant sources and how to reduce emissions from indoor sources.

Plan strenuous outdoor activities during times with lower amounts of traffic.

**Summary**

Ventilation and filtration needs vary by school according to occupancy, proximity to roadways or other pollutant sources, and the prevalence of indoor sources. School administrators can improve indoor air quality by modifying ventilation and filtration systems, yet it can be difficult to identify which strategies will yield the most significant improvements for the level of effort and cost required.

To evaluate which (if any) actions may be needed to help reduce exposure to traffic-related pollution, school staff can begin by making a preliminary assessment. A brief guide to assist in the assessment of a school ventilation and filtration system is provided on page 15. Once a baseline assessment of the current ventilation system is complete, mitigation strategies suitable for the system can be evaluated. Table 1 offers mitigation strategies for different types of ventilation systems typically found in classrooms.
Table 1. Ventilation systems versus mitigation strategies. HVAC/ventilation system types are listed from generally less effective to more effective, and mitigation strategies are listed from the simplest (and least costly) to implement to those that require a higher level of effort.

<table>
<thead>
<tr>
<th>HVAC/Ventilation Type</th>
<th>Educate Staff</th>
<th>Air-Seal Building</th>
<th>Improve Air Intake</th>
<th>Use Filtration</th>
<th>Upgrade System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passive/natural ventilation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>May be an option if adequate ventilation to dilute and remove pollutants from indoor sources</td>
<td></td>
<td></td>
<td></td>
<td>Use a portable stand-alone filtration system</td>
<td>Switch to a mechanical ventilation method</td>
</tr>
<tr>
<td>Single-classroom HVAC unit (e.g., window unit)</td>
<td>✓</td>
<td></td>
<td></td>
<td>Use highest compatible MERV-rated filter</td>
<td></td>
</tr>
<tr>
<td>Avoid airflow obstructions Use quiet systems</td>
<td></td>
<td></td>
<td></td>
<td>Use pre-filters or high-performance panel filters</td>
<td>Upgrade to a central HVAC system</td>
</tr>
<tr>
<td>Central HVAC system serving multiple classrooms—high-efficiency filtration use limited by airflow</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>Use highest compatible MERV-rated filter</td>
<td>Modify airflow to be compatible with higher efficiency filtration</td>
</tr>
<tr>
<td>Change air intake locations if near pollution source(s) (e.g., roadway, drop-off zone, parking)</td>
<td></td>
<td></td>
<td></td>
<td>Use pre-filters or high-performance panel filters</td>
<td></td>
</tr>
<tr>
<td>Central HVAC system serving multiple classrooms—high-efficiency filtration use not limited by airflow</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>Use MERV 16+ filter</td>
<td></td>
</tr>
<tr>
<td>Change air intake locations if near pollution source(s) (e.g., roadway, drop-off zone, parking)</td>
<td></td>
<td></td>
<td></td>
<td>Use pre-filters</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Site-Related Strategies for Reducing Near-Road Pollution Exposure

Transportation Policies

Establish Anti-Idling and Idle Reduction Policies

Bus operation and idling can produce large amounts of PM and other air pollutants. Some schools have instituted anti-idling or idle reduction policies to reduce the impact of pollution from buses and passenger vehicles near schools. Anti-idling policies can result in large decreases in particle concentrations, particularly at schools operating multiple diesel school buses.

Upgrade Bus Fleets

Pollution from school buses can also be reduced by upgrading bus fleets. Fleet turnover for diesel school buses is low, with buses typically operating for 20 to 30 years. Older buses emit high levels of PM and other air pollutants. However, technological advances and tighter PM emissions standards for new buses, set by EPA, have resulted in new buses (manufactured during or after 2007) that are 60 times cleaner than buses produced prior to 1990. Emissions can be reduced by retrofitting older school buses with PM filters or oxidation catalysts, or by replacing older buses with newer models. Emissions may be reduced by using certain alternative fuels, including biodiesel blends. Engines certified to operate on alternative fuels such as liquid petroleum gas (LPG), compressed natural gas (CNG), and liquefied natural gas (LNG) can also reduce emissions. Discuss potential funding options for bus fleet upgrades with your state or local environmental or air quality agency.20

Encourage Active Transportation

Promoting active transportation, such as walking and bicycling to and from schools, can help reduce traffic-related pollution by reducing the number of buses and passenger vehicles nearby. For example, the addition of walking/biking paths at Roosevelt Middle School in Eugene, Oregon, reduced traffic volumes near the school by 24%.  

While active transportation may contribute to improved air quality near schools, students walking or biking to school may be exposed to roadway pollution and other traffic hazards because of their proximity to motor vehicle traffic. When safe alternatives exist, biking and walking to school along routes with lower traffic volumes may help reduce exposure to pollution and safety hazards.

Parallel and off-street walking/biking paths through parks or other off-road areas can also provide a good alternative to traveling along a road with many motor vehicles. Pursuing pedestrian and bicycle infrastructure improvements can help provide safer routes for students to walk and bike to school. This could include installing or improving sidewalks, crosswalks, signs, markings, and countdown timers, as well as encouraging "walking" school buses. When considering walking and biking routes to school, impacts on safety, lighting, access, and maintenance requirements should be considered. The Safe Routes to School National Partnership provides many resources on promoting safe walking and biking (www.saferoutespartnership.org).

Despite the potential for increased exposure associated with active transportation, walking and biking have been shown to improve health, and people who live in highly walkable neighborhoods are generally more physically active than those who live in less walkable neighborhoods. Promoting walking and biking to school along routes or paths with lower traffic volumes (relative to other roads) will increase the likelihood that the health benefits of exercise outweigh the health risks associated with increased air pollutant exposures.

Recommendations

- Limit school bus idling by instituting anti-idling or idle reduction policies.
- Upgrade school bus fleets by:
  - Retrofitting buses with PM filters or oxidation catalysts; and
  - Replacing older buses with newer models.
- Emissions may be reduced by using certain alternative fuels, including biodiesel blends. Engines certified to operate on alternative fuel such as LPG, CNG, and LNG can also reduce emissions.
- Discuss funding opportunities for bus fleet upgrades with your local or state environmental or air quality agency.
- Provide walking and biking paths to promote active transportation and reduce the number of buses and passenger vehicles near the school.

Site Location and Design

In response to concerns about the impacts of near-road air pollution, several agencies, including EPA and several state agencies in California, have established siting guidelines for new schools that recommend reducing traffic-related air pollution exposure (Table 2). While California guidelines recommend that new schools should not be located within 500 feet or more of major roads, EPA's School Siting Guidelines note the need to consider multiple issues associated with exposure and health. For example, a school sited far from a major road...
that requires long commutes by bus or car may result in higher overall exposure for students, compared to a school site near a major road that does not require long commutes. Overall, EPA recommends multiple strategies, as described in this document, to reduce students’ overall exposure.

School sites include of a variety of land use types, such as classrooms, playgrounds, athletic fields, offices, and maintenance and storage facilities. For new school developments near roadways, there may be opportunities to reduce traffic-related pollution exposure through careful site design. By

Table 2. School siting documents developed by various agencies.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Guidance</th>
<th>Key Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. EPA</td>
<td>School Siting Guidelines (2011)</td>
<td>Recommends considering many factors in evaluating locations for new schools, including proximity to the community (including community amenities and infrastructure), distance from major transportation facilities, exposure to air pollutants during student commutes, feasible mitigation on site, and accessibility by walking or biking.</td>
</tr>
<tr>
<td>California Air Resources Board</td>
<td>Air Quality and Land Use Handbook (2005)</td>
<td>Recommends that new schools are not located within 500 feet of major roadways (&gt;50,000 vehicles/day).</td>
</tr>
<tr>
<td>California Department of Education</td>
<td>School Site Selection and Approval Guide (2000)</td>
<td>Recommends distancing schools 2,500 feet from major roadways where explosives are carried and at least 1,500 feet from roads where gasoline, diesel, propane, chlorine, oxygen, pesticides, or other combustible or poisonous gases are transported.</td>
</tr>
<tr>
<td>South Coast Air Quality Management District</td>
<td>Air Quality Issues in School Site Selection: Guidance Document (2005, updated 2007)</td>
<td>Recommends a buffer zone of no less than 500 feet, and as much as 1,000 feet, between schools and major roadways.</td>
</tr>
<tr>
<td>Los Angeles Unified School District</td>
<td>Distance Criteria for School Siting (2008)</td>
<td>Recommends that new schools are not built within 500 feet of a freeway or major transportation corridor (&gt;100,000 vehicles/day).</td>
</tr>
</tbody>
</table>

Sample layouts for a large land parcel with a school and other land uses. A less desirable layout (left) with the school located close to the highway is compared to an improved layout (right) with the school more than 500 feet from the highway (red dotted line).
locating land uses such as maintenance, storage, parking, and office facilities in the area closest to the roadway, classroom and play areas can be located farther from the roadway in areas where air pollutant concentrations tend to be lower. Some of these strategies may also be applicable to existing school sites near roadways, or to sites located near other sources of diesel particulate air pollution such as warehouses, truck routes, railyards, and ports.

Exposure to traffic-related pollution can also be reduced by locating onsite transportation-related sources, especially school bus drop-off and pick-up locations, as far from classrooms, play areas, and building air intakes as possible. Optimal placement of offices, playgrounds, athletic fields, and classrooms within a school site depend on a variety of factors, including typical wind patterns, the amount of time spent and activities performed outdoors versus indoors, and indoor ventilation conditions.

Recommendations

- For new school developments, consider locations farther from major roads and other areas with heavy truck traffic, but still within the community.
  - A quantified evaluation of post-mitigation air quality impacts may be appropriate and/or required.
- Consider unintended consequences of any location, such as increased commute distances and decreased opportunity for walking and biking.
- Consider opportunities to locate playgrounds, athletic fields, and classrooms farther from the roadway, or other areas with heavy truck traffic, by locating maintenance, storage, parking, and office facilities in the area closest to the roadway.
- Locate bus and passenger vehicle loading zones away from classrooms, play areas, and building air intakes.

Roadside Barriers

Sound Walls

Pollutant concentrations behind a barrier located downwind of a roadway are typically lower than concentrations in the absence of a barrier. Studies show that reductions in downwind pollutant concentrations within approximately 500 feet of a highway in the presence of a well-designed sound wall can be on the order of 15% to 50%.

The effectiveness of sound walls at mitigating near-road pollution exposure depends on roadway configuration, local meteorology, and barrier height, design, and endpoint location. For example, pollutant concentrations may be higher downwind of a wall if there are gaps in the wall that allow pollutants to pass through. Sound walls can be considered for schools located adjacent to highways and other busy, high-traffic roadways.

In situations where school authorities do not have jurisdiction or ownership over the immediate roadside environment, consider discussing the use of roadside barriers to reduce traffic-related pollution exposure with the relevant authority (e.g., state department of transportation, city planning department).

The combined use of vegetation and sound walls has shown promise in reducing vehicle pollution downwind of roadways by up to 60\%.

**Vegetation**

Trees and plants along roadways can reduce particle concentrations by acting as a physical barrier between roadways and schools (similar, in effect, to sound walls), or by filtering particles as they pass through and accumulate on leaf surfaces. The amount of removal depends on season, plant species, leaf size and density, and pollutant type. The effectiveness of trees and plants as physical barriers also depends on the density and height of the greenery. Mature vegetation tends to be more effective than young vegetation, evergreen species are typically more effective than deciduous species, and vegetation with needle-like greenery (e.g., conifers) tends to be more effective than broad-leaved trees. Particle removal rates tend to be higher when vegetation is located close to the pollutant source and when wind speeds are low.

The vegetation types chosen for roadside barriers should be appropriate for the location of interest, including water requirements, non-invasive species, and aesthetics. In general, the vegetation barrier should be thick (approximately 20 feet or more) and have full leaf and branch coverage from the ground to the top of the canopy along the entire length (i.e., no gaps in-between or underneath the vegetation). In some instances, this type of barrier may require the use of multiple vegetation types such as a combination of bushes and trees. The vegetation chosen should also maintain its structure during all seasons; thus, coniferous trees would be preferable to hardwood species. The vegetation types chosen should also not be emitters of air pollution or high levels of pollen. Schools can use the U.S. Department of Agriculture’s (USDA’s) i-Tree Species tool\(^26\) to begin the process of choosing appropriate vegetation, in consultation with other experts from plant nurseries, local cooperative extensions, city governments, or the U.S. Forest Service. All vegetation that will be located near a road should be sited consistent with state and local safety guidelines.

**Recommendations**

- Use a solid roadside barrier (only along highways) and/or vegetation to block traffic-related pollutants from influencing air quality near the school.
- Minimize gaps in solid and vegetative roadside barriers.
- For vegetative barriers, use an evergreen species with mature, dense greenery and locate the barrier downwind and close to the roadway.
- Choose species appropriate for region and site, consulting with plant nurseries, local cooperative extensions, city governments, or the U.S. Forest Service.

Similar to sound walls, concentrations may be higher behind a vegetative barrier that is located downwind of the roadway if there are gaps in the vegetation such as missing or dead trees, or lack of cover from the ground to the top of the vegetation. In any case, vegetation can be used as a buffer to distance people from the roadway while creating a more attractive and shaded space that encourages active transportation (such as walking and bicycling) as an alternative to vehicle use.\(^27\)

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\(^{26}\) USDA’s i-Tree Species is designed to aid users in selecting proper species given the tree functions they desire. The tool is available at [www.itreetools.org/species](http://www.itreetools.org/species).

Table 3 outlines mitigation strategies that can be used to reduce traffic-related pollution exposure in schools, including ventilation/HVAC system requirements, benefits, drawbacks, and relevance for new and/or existing schools. Note that some of these mitigation strategies will only serve to reduce pollution exposures indoors (e.g., filtration), or will only effectively reduce some pollutants (e.g., PM$_{2.5}$) but not others (e.g., volatile organic compounds). These mitigation strategies reduce risks, but do not eliminate them.

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Ventilation/HVAC System Type</th>
<th>Benefits</th>
<th>Drawbacks</th>
<th>New/Existing Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educate staff on ventilation and indoor air quality best practices</td>
<td>All</td>
<td>Teachers are less likely to turn mechanical systems off; air vents remain unobstructed; doors/windows are kept closed during peak pollution periods; indoor sources of air pollution are reduced</td>
<td>Effectiveness may decrease over time; results depend on training quality and staff cooperation</td>
<td>Both</td>
</tr>
<tr>
<td>Air-seal around windows, doors, HVAC ducts, etc.</td>
<td>Mechanical ventilation systems</td>
<td>Reduces the amount of unfiltered air entering the building</td>
<td>Indoor pollutant concentrations may build over time if ventilation is insufficient, especially if indoor pollutant generation is high</td>
<td>Both</td>
</tr>
<tr>
<td>Relocate air intake or source if roadway/pollution source is near intake vent</td>
<td>Central HVAC systems; single classroom HVAC units</td>
<td>Reduces particle and gaseous concentrations in incoming air; can increase lifespan of filters</td>
<td>Cost</td>
<td>Both</td>
</tr>
<tr>
<td>Use filtration</td>
<td>All</td>
<td>Reduces particle concentrations from both outdoor and indoor sources</td>
<td>Maintenance and replacement required; may require system upgrades</td>
<td>Both</td>
</tr>
<tr>
<td>Improve HVAC system design to be compatible with high-efficiency filtration</td>
<td>Central HVAC systems</td>
<td>Larger reductions in particle concentrations are possible</td>
<td>Cost</td>
<td>Both</td>
</tr>
<tr>
<td>Implement anti-idling/idle reduction policies</td>
<td>All</td>
<td>Reduces emissions of particles and gases</td>
<td>Lack of vehicle climate control during hot/cold weather</td>
<td>Both</td>
</tr>
<tr>
<td>Upgrade school bus fleet</td>
<td>All</td>
<td>Reduces emissions of particles and gases</td>
<td>Cost</td>
<td>Both</td>
</tr>
<tr>
<td>Encourage active transportation (e.g., walking and biking) to school</td>
<td>All</td>
<td>Reduces emissions of particles and gases; improved health with exercise</td>
<td>Walkers/bicyclists may be exposed to traffic-related pollution or other hazards during trips</td>
<td>Both</td>
</tr>
<tr>
<td>Locate school site away from pollution sources</td>
<td>All</td>
<td>May reduce student exposure to particles and gases at the school, although overall exposures may increase if an alternative site requires long commutes by bus or car</td>
<td>If alternative sites are limited, there may not be opportunities to locate the school farther from the road; unintended consequences from locating sites far from the community may include a decreased opportunity for walking and biking, increased traffic, and/or increased exposures during commuting</td>
<td>New</td>
</tr>
<tr>
<td>Design school site to minimize exposure to pollutant sources</td>
<td>All</td>
<td>Reduces student exposure to particles and gases</td>
<td>Effectiveness is site-specific; may be costly for existing schools</td>
<td>Both</td>
</tr>
<tr>
<td>Use solid and vegetative barriers</td>
<td>All</td>
<td>Reduces concentrations of particles and gases near schools; vegetative barriers may increase shade and improve aesthetics</td>
<td>Cost; optimal design may be site-specific; maintenance and water needs for vegetative barriers</td>
<td>Both</td>
</tr>
</tbody>
</table>
School Ventilation and Filtration System Assessment

1. Assess whether near-road pollution may be a problem.
   • Is there a major roadway near the school? If so:
     – How far away is it?
     – Is the school downwind of the road?
   • Where does school bus pick-up and drop-off occur?
     – Are there opportunities to reduce bus idling or relocate loading zones away from classrooms and outdoor recreation areas?

2. Assess the current ventilation and filtration system.
   • Is ventilation achieved passively or mechanically?
   • If mechanical:
     – Is a central HVAC system used or a single-classroom unit?
     – Are filters being used?
     – What is the blower capacity?
     – Is filtration being used? If so, what is the MERV rating of the filter(s)?

3. Assess ventilation operation.
   • Are teachers leaving windows and/or doors open during the day?
   • Are there opportunities to bring in air during off-peak emission times?
   • Are teachers turning systems off due to noise issues?
   • Are filters being inspected, cleaned, and replaced according to the schedule recommended by the manufacturer?

4. Assess air-sealing needs to limit infiltration of unconditioned air.
   • Can infiltration of polluted air be reduced by sealing around any of the following:
     – Windows?
     – Doors?
     – HVAC ducting?

5. Evaluate air intake location(s) relative to roadways or other pollutant sources such as school bus drop-off and pick-up locations.
   • Is air intake located near a roadway, loading zone, or other pollutant source, such as designated smoking areas? Are supply and exhaust vents unobstructed?
   • Can the air intake be relocated to an area that is less influenced by pollutant sources?

28 The Centers for Disease Control and Prevention recommends that schools prohibit all tobacco use at all school facilities and events at all times. See http://www.cdc.gov/healthyschools/tobacco for more recommendations on tobacco use prevention through schools.
Additional Resources

Information regarding air quality and pollution mitigation in schools is available on the EPA website:

- General information about indoor air quality: [www.epa.gov/iaq](http://www.epa.gov/iaq)
- Creating healthy indoor environments in schools: [www.epa.gov/iaq/schools](http://www.epa.gov/iaq/schools)
- EPA School Siting Guidelines: [www.epa.gov/schools/guidelinestools/siting/download.html](http://www.epa.gov/schools/guidelinestools/siting/download.html)
- HVAC systems in schools: [www.epa.gov/iaq/schooldesign/hvac.html](http://www.epa.gov/iaq/schooldesign/hvac.html)
- EPA Clean School Bus Program: [www.epa.gov/cleanschoolbus/csb-overview.htm](http://www.epa.gov/cleanschoolbus/csb-overview.htm)
- EPA School Flag Program: [http://cfpub.epa.gov/airnow/index.cfm?action=flag_program.index](http://cfpub.epa.gov/airnow/index.cfm?action=flag_program.index)

Other useful resources include:

- California Air Resources Board, Air Quality and Land Use Handbook: [www.arb.ca.gov/ch/handbook.pdf](http://www.arb.ca.gov/ch/handbook.pdf)
- South Coast Air Quality Management District, Near-Road Mitigation Measures and Technology Forum Materials: [www.aqmd.gov/home/library/technology-research/technology-forums](http://www.aqmd.gov/home/library/technology-research/technology-forums)
- Los Angeles Unified School District, Distance Criteria for School Siting: [www.lausd-oehs.org/docs/Misc/DistanceCriteriaTable%20Rev12_10_08.pdf](http://www.lausd-oehs.org/docs/Misc/DistanceCriteriaTable%20Rev12_10_08.pdf)
People in Poor Neighborhoods Breathe More Hazardous Particles

Tiny particles of air pollution contain more hazardous ingredients in nonwhite and low-income communities than in affluent white ones, a new study shows.

By Cheryl Katz, Environmental Health News on November 1, 2012
Tiny particles of air pollution contain more hazardous ingredients in non-white and low-income communities than in affluent white ones, a new study shows.

The greater the concentration of Hispanics, Asians, African Americans or poor residents in an area, the more likely that potentially dangerous compounds such as vanadium, nitrates and zinc are in the mix of fine particles they breathe.

Latinos had the highest exposures to the largest number of these ingredients, while whites generally had the lowest.
The findings of the Yale University research add to evidence of a widening racial and economic gap when it comes to air pollution. Communities of color and those with low education and high poverty and unemployment face greater health risks even if their air quality meets federal health standards, according to the article published online in the scientific journal Environmental Health Perspectives.

Los Angeles, Pittsburgh, Cincinnati, St. Louis and Fresno are among the metropolitan areas with unhealthful levels of fine particles and large concentrations of poor minorities. More than 50 counties could exceed a new tighter health standard for particulates proposed by the Environmental Protection Agency.

Communities of color and those with low education and high poverty and unemployment may face greater health risks even if their air quality meets federal health standards. A pervasive air pollutant, the fine particulate matter known as PM2.5 is a mixture of emissions from diesel engines, power plants, refineries and other sources of combustion. Often called soot, the microscopic particles penetrate deep into the lungs.

The new study is the first to reveal major racial and economic
differences in exposures to specific particle ingredients, some of which are linked to asthma, cardiovascular problems and cancer.

“Numerous studies indicate that some particles are more harmful than others,” said lead author Michelle Bell, a professor of environmental health at Yale’s School of Forestry and Environmental Studies.

The particles people breathe include a variety of metals and chemicals, depending on their source. For instance, people living near refineries are exposed to more nickel and vanadium, while those near coal-fired power plants breathe particles with higher sulfate content. Neighborhoods along busy roads have more nitrates from vehicle exhaust.

One such community is Boyle Heights, in East Los Angeles. It is more than 90 percent Hispanic and one of the poorest parts of the city.

Boyle Heights is “surrounded by freeways,” said Susan Nakamura, planning manager for the region’s South Coast Air Quality Management District, “and a lot of those freeways are used for shipping commercial goods.” Four major rail yards emit diesel exhaust nearby, and the area is home to “multiple auto body shops and chrome-platers in close proximity to neighborhoods,” she said. She is especially concerned
about the particulate sources near schools.

A nationwide look

Bell and colleague Keita Ebisu examined exposures to 14 components of particulates in 215 Census tracts from 2000-2006. The components, including sulfate, a powerful respiratory irritant, and nickel, a possible carcinogen, were chosen because they had been associated with health impacts or accounted for a substantial amount of particulates overall.

Census tracts with a greater proportion of Hispanics had significantly higher levels of 11 substances. Included is more than 1.5 times the whites’ exposure to nickel, nitrate, silicon, vanadium – all linked in some studies to hospitalizations or deaths from cardiovascular and lung disease – and aluminum, which is associated with low birth weights.

Communities with larger Asian populations had higher levels of seven components. Asians registered far greater exposures than whites to nickel, nitrate and vanadium.

And areas where more African Americans lived showed significant elevations in four compounds, including sulfate and zinc.
People with less than a high-school education, unemployed or living in poverty had more exposure to several components, including silicon and zinc. Also, children and teenagers were more likely than adults to breathe most of the substances.

The demographic differences raise important policy questions, said Rachel Morello-Frosch, an associate professor at the University of California, Berkeley, who studies the health risks of air pollution but was not involved in the Yale study.

Census tracts with a larger proportion of Hispanics had significantly higher levels of 11 substances, including more than 1.5 times the whites' exposures to nickel, nitrate, silicon, vanadium and aluminum. She said targeted monitoring may be needed in problem areas. “Then regulatory agencies may want to assess how they can encourage emissions reductions from sources that are having localized impacts,” Morello-Frosch said.

It’s a common scenario in cities nationwide: Due to high housing costs and historical discrimination, low-income and minority neighborhoods are clustered around industrial sites, truck routes, ports and other air pollution hotspots.
In the South Bronx, a largely Hispanic and African-American district of New York City, nearly four in 10 live in poverty. Heavy traffic and a jumble of small industries taint the air with a load of fine particles that frequently exceeds the federal health limit.

Asthma rates are as much as four times higher in the Bronx than the national rates, said Dr. Norman Edelman, chief medical officer for the American Lung Association. “They live near highways, they live near where trucks spew diesel,” Edelman said. “That’s the least desirable housing... much different than a nice, leafy suburb.”

And just south of Pittsburgh, a slice of the Monongahela River Valley known as Liberty-Clairton tops the EPA charts with the nation’s worst fine particle pollution outside of California.

Clairton, a mill town, is “home to the [U.S. Steel] Clairton Coke Works, which is the largest coke-making facility in the nation,” said Rachel Filippini, executive director of the environmental organization Group Against Smog and Pollution. “The process of making coke is a pretty dirty one with lots of particulates and air toxics.”

Tom Hoffman, Western Pennsylvania director of the environmental group Clean Water Action, said childhood asthma is rampant in
Clairton, but a lot of families in the hardscrabble town don’t have medical coverage. In some homes, the whole family shares a single inhaler, he said.

**Particulates are complicated**

The health effects of fine particle pollution are well-documented: Studies worldwide have shown that on days when fine particle concentrations increase in a community, more people die from heart attacks and respiratory problems.

But far less is known about whether specific types of particles translate to greater rates of illness or death.

“Some of these particles are not only composed of different things, but there are different gases and other things that adhere to them on the outside. So they’re complicated in a whole range of ways,” said Janice Nolen, author of the American Lung Association’s annual State of the Air Report.

Studies on the components are limited and have given varying results. But some associations are clear.

Sulfate, for instance, can trigger asthma attacks, while vanadium irritates lungs, and nitrate causes inflammation that may lead to heart attacks or strokes. Within cities, some studies have found cardiovascular deaths rise with certain particles, including nitrate, zinc, nickel, carbon, selenium and silicon.

More human research and animal experiments are needed to understand which components are the most harmful and why, said Marie Lynn Miranda, dean of University of Michigan’s School of Natural Resources and Environment and director of the Children’s Environmental Health Initiative.

"They live near highways, they live near where trucks spew diesel. That's the least desirable housing ... much different than a nice, leafy
suburb.” - Dr. Norman Edelman, American Lung Association, speaking of Hispanics and African Americans in the South Bronx

“The notion of trying to figure out what are the different components and are there specific things in the PM2.5 that cause more of a problem... would have implications for how you regulate health effects,” Miranda said.

The EPA earlier this year proposed a more stringent health standard for fine particulate exposures that will force new regulations in some cities. Its final decision is expected in December. But the agency says too little is known about the specific ingredients of the particles to set individual limits for them.

“While different chemical components of PM may have different effects on health, the available scientific evidence to date supports setting standards that provide protection against exposures to PM from all sources,” the EPA said in a statement to EHN.

**More racial disparities**

The Yale study is part of a growing body of research on racial and social disparities in air quality. African Americans are considerably more likely to live in areas with the worst levels of particulates and ozone, the main ingredient of smog, according to a nationwide study by Miranda and colleagues. Hispanics and low-income residents also are overrepresented in counties with high fine particle pollution.

Also, cancer risks from air toxics such as benzene and formaldehyde are greatest in the nation’s highly segregated metropolitan areas, according to research by UC Berkeley’s Morello-Frosch and Bill Jesdale. The risks increase with degree of segregation in all racial and ethnic groups, but are strongest for Hispanics, they found.

“Our question was: Are places that are more unequal disproportionately exposing communities of color more than other groups?” Morello-Frosch said. “The answer to that is ‘yes.’ Cities that are more segregated, you see higher pollution burdens for residents of...
As for why Hispanics seem to be facing some of the greatest air quality disparities, Morello-Frosch speculated that it may partly reflect the "L.A. Effect."

"Because you have a lot of Latinos living in one of the largest and most polluted cities in the United States," she said, "you might expect that contributing to the high population burdens of pollution."

"Are places that are more unequal disproportionately exposing communities of color more than other groups? The answer to that is 'yes'." -Rachel Morello-Frosch, University of California, Berkeley

Many questions about the effects of unequal exposures remain. Stress from social and economic conditions seems to exacerbate the effects of pollution, according to some recent research. In other words, the same amount of pollution may harm poor people more than affluent people, or segregated minorities more than whites.

“So if I’m exposed to air pollution but I otherwise live in a pretty nice neighborhood, I don’t have a very stressful life... how does that differ from, I’m exposed to air pollution and I live in a cruddy house in a cruddy neighborhood and I have a very stressful life?” Miranda asked. “How do the social factors in my life affect my resiliency to environmental exposure?"

This article originally ran at Environmental Health News, a news source published by Environmental Health Sciences, a nonprofit media company.

ABOUT THE AUTHOR(S)

Cheryl Katz
Enrollment drops even more than expected in L.A. Unified

Howard Blume

Enrollment has dropped even more than anticipated in the Los Angeles Unified School District, exacerbating budget problems and signaling that efforts to reverse the decline are falling short.

L.A. Unified had been expecting enrollment to shrink 2.1% but the actual drop has been 2.55%. That small percentage difference translates to about 5,400 students, said Scott Price, chief financial officer for L.A. Unified.

The faster decline represents an unexpected loss of $17 million in funding.

Total enrollment this year is 513,875, more than 13,000 fewer than last year.

The numbers are particularly discouraging because for the nation's second-largest school system has made increasing enrollment a priority. The district moved quickly to add more of its most popular programs, including magnet schools and dual-language immersion.

These efforts have not necessarily failed; enrollment might have been lower without them. But they didn't reverse the trend.

In recent years, Price told the Board of Education at its meeting Tuesday, "we have lost an average of [13,000] to 14,000 students each year... That's like a small school district every year that we're losing."

Board members said they needed more information about what efforts are working best and why. Board member Nick Melvoin predicted that improving student achievement would be the best way to bring more students in.

Acting Supt. Vivian Ekchian said that educators across the school system have "planted seeds" with new and improved programs that will attract more students over time.

She called a new online enrollment system that is currently in the works a "game changer" because it will give parents easy access to the information they need to make good educational choices for their children.

Ekchian is filling in for Supt. Michelle King, who is on medical leave at least through the end of October.

Fewer students means fewer teachers and other staff, but does not lower overhead costs to a corresponding degree. L.A. Unified still has to maintain campuses, pay increasing pension obligations and fund retiree health benefits.

The Maywood Center for Enriched Studies, which opened this fall, illustrates how much the district's enrollment issues have changed.

Years ago, the new campus was desperately needed to relieve overcrowding.

By the time it neared completion though, only one nearby school had overflow to send it, leaving plenty of room for other students.
So the district turned what was planned as a high school into a campus serving grades 6 through 12, and opened it up this fall as a regional magnet, accepting students from all over the area.

That pivot seemed to work.

The district’s new enrollment figures do not include more than 110,000 students in 224 local charter schools because their funding does not come through L.A. Unified and they manage their own operations.

The district has estimated that about half the enrollment loss is due to the growth of these charters. The other half is a result of demographic trends: declining birth rates, reduced immigration and gentrification.

Howard Blume covers education for the Los Angeles Times. He’s won the top investigative reporting prize from the L.A. Press Club and print Journalist of the Year from the L.A. Society of Professional Journalists chapter. He co-hosts “Deadline L.A.” on KPFK, which the press club named best radio public affairs show in 2010. He teaches tap dancing and has two superior daughters.
Weekend Roundup: 7 stories you can't miss

The Russian president boasted that the weapons are capable of bypassing any missile defense system. NRA spokeswoman Dana Loesch said the gun lobby does not believe the age for purchases should be raised from 18. President Trump's son-in-law and senior advisor, Jared Kushner, has lost access to top-secret information. Oakland Mayor Libby Schaaf alerted residents that Immigration and Customs Enforcement agents would be conducting operations there. President Trump's communications director and close aide Hope Hicks announced her resignation Wednesday. The Supreme Court ruled that immigrants held in jail pending their possible deportation have no right to a bail hearing. Two years ago, a state audit found Maywood was more than $15 million in debt.
"Why is LAUSD's Enrollment Declining if the Los Angeles Region's Population is Growing?"

Valerie Edwards, Chief Enrollment Analysis Coordinator
Mary Ehrenthal Prichard, Senior Boundary Coordinator
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ABSTRACT

In this paper we look into possible explanations for the Los Angeles Unified School District’s 'trend-bucking' behavior by examining and contrasting LAUSD student population dynamics relative to the populations of LA City, LA County and the greater Southern California region. Our working hypothesis is that the population growth being observed in these areas is not being fueled by increases in households with school-aged children who would be candidates for attending LAUSD, but rather by increases in households with few or no children.

Further, although we had been expecting a decline in LAUSD enrollment due to a decrease in LA County births since 1990, the decline seems to be coming later, and more steeply, than would have been expected if it were being driven by the decreasing number of births alone. Preliminary evidence suggests that out-migration is taking place among households whose children would have historically attended LAUSD. Those patterns, in conjunction with declining births, while being offset in the aggregate by continued County growth, may be affecting both the timing and the rate of decline we are observing in LAUSD’s annual enrollments.

California has been experiencing steady population growth for decades. Most recently, the State’s population grew from approximately 34 million in 2000 to over 36.8 million in 2005, and this trend is expected to continue, with planners forecasting that the State will grow to almost 44 million by the year 2020 (5).

Overall, Southern California, which includes Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties, has grown from 16.37 million in 2000 to 17.92 million in 2005, an increase of 9.4% (5). There is regional variation to this growth, with a clear contrast between coastal and inland county population dynamics, with the Inland Empire (San Bernardino and Riverside counties) experiencing the greatest growth in population. Since 2000, Riverside County has grown over 21% and its neighbor, San Bernardino County has grown almost 14%. Los Angeles County grew 7% within the same time period. A net positive flow of domestic migrants appears to have been the main reason for growth in the Inland Empire, while Los Angeles County has experienced a net negative flow from domestic migration. It’s growth continues to be based mainly on natural increase and a net positive flow of international migrants from Latin America and Asia.

Los Angeles County has grown approximately 15.3% since 1990, gaining approximately 1.36 million people to bring its population to an estimated total of 10.22 million in 2005 (5). Much of the growth within LA County has been driven by growth in the Santa Clarita, San Fernando, and San Gabriel Valley areas (2). Approximately 27.8% of California’s total population now resides in Los Angeles County (5). It is important to note that, while growth in LA County continues, not all of the County’s growth is occurring within the boundary of the Los Angeles Unified School District.

Overwhelmingly, the largest source of LAUSD population resides within the City of Los Angeles. Between the years of 2000-2005, the City of Los Angeles experienced an approximate growth of 7%, still one of the largest absolute population increases of any major U.S. city during that time period. Approximately 10.7% of the total population of the State of California currently reside in the City of Los Angeles (2,5). During the decade spanning 1990-2000 much of the City’s growth was concentrated in the San Fernando Valley, and to a lesser extent, the Westwood and Palms areas of West Los Angeles (1).
Mirroring this growth has been a huge rise in the demand for, and cost of, housing. Over 51,000 new units have been built in Los Angeles City since 1998, and, by late 2005, planners were estimating that another 9,000 units would be needed to meet year-end demand (2). The current patterns of housing construction do not appear to be meeting the demand for affordable housing, either for would-be homeowners or renters. This disconnect between the supply and demand of affordable housing has led to some of the lowest home ownership rates in the state, and a city population that has one of the largest proportions of its residents spending more than 30% of household income on housing (8).

The Los Angeles Unified School District (LAUSD), the nation’s second-largest public school system, serves almost the entire City of Los Angeles, as well as part or all of more than 27 other incorporated and unincorporated areas, enrolling approximately 43% of the entire K-12 student population of Los Angeles County. Up until the 2003-2004 school year, student enrollment trends were generally matching surrounding population trends, growing from 625,461 students in 1990 to a peak of 746,831 students in 2002. In 2003, however, enrollments decreased slightly to 746,610, then more sharply in 2004 to 742,090, and are currently expected to continue to decline steeply through at least 2008, despite continuing projected population growth for the surrounding County and City populations (7,4).

LAUSD is not the only large California school district experiencing enrollment decline while its surrounding County population continues to grow. Enrollments within LAUSD’s four major neighboring unified school districts, San Diego, Long Beach, Fresno and Santa Ana, also declined within the last two years while simultaneously experiencing population growth within their city and county boundaries.

Demographic planners at LAUSD had been expecting to see some decline in LAUSD enrollment, because the number of children being born in LA County --- the children who would, five years later, become LAUSD’s next kindergarten cohorts -- had been dropping since 1990. What has been observed, however, is that the decline seems to be coming later, and more steeply, then would have been expected if it were being driven by the decreasing number of births alone.

One possible reason for the divergence in direction between LAUSD’s student enrollment decline and the population growth being observed in the greater Los Angeles region may be that the growth being observed is not being fueled by increases in households with school-aged children who would be candidates for attending LAUSD, but rather by increases in households with fewer or no children. These households may be better positioned to adapt to a rapidly changing housing market, where the median housing price in California escalated from $211,500 in 2000 to $498,800 in 2005 (3), and has been projected to increase to $523,150 by the end of 2005 and another 10% to $575,500 in 2006 (6). A similar trend has impacted California’s rental market as well.

Of particular importance to the LAUSD is the decline of affordable housing within LAUSD’s boundaries. Communities such as Jefferson Park and North Hollywood are two examples of areas that are becoming unaffordable for middle and lower income residents, putting home ownership and rental opportunities out of the reach of the households that would have historically been able to afford them. In North Hollywood, median household income was $33,215 in 2000 but the median housing price for a single family detached home outpaced household income and currently stands at $643,044, a price that would require an annual family income of $147,826 to afford (6). Los Angeles’ rental market has also seen a steep rise in prices. Since 2001, median rents for 1-bedroom units have increased 42.5%, and now stand at $945 within the Los Angeles-Long Beach Metropolitan Area (10).

Partly due to the heated regional housing market, there has been an a positive net domestic out-migration from LA County, with many migrants “flowing” to other counties within Southern California, mainly eastward to the Inland Empire, but some also to Orange, Ventura and to Kern Counties (9). Riverside County, eastward in the Inland Empire, grew by 21.5% between 2000 and
2005, making it the fastest growing within the state of California and one of the fastest growing counties nation-wide (4,5). Migrants are also flowing out of California to states such as Nevada and Arizona.

Overall, these patterns suggest that, in conjunction with declining births, migration out of Los Angeles County, and out of California altogether, while being offset in the aggregate by continued County growth, may be affecting both the timing and the rate of decline we are observing in LAUSD’s annual enrollments. In this paper we will look more closely into migration and other possible explanations for LAUSD's ‘trend-bucking' behavior by examining and contrasting LAUSD student demographic dynamics relative to the populations of LA City, LA County and the larger Southern California region.

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2) Southern California Association of Governments (www.scag.ca.gov )
3) Data Quick Real Estate News (www.dqnews.com )
4) US Census Bureau (www.census.gov )
5) California Department of Finance (www.dof.ca.gov )
6) California Association of Realtors (www.car.org )
7) Los Angeles Unified School District, Master Planning and Demographics
9) Internal Revenue Service, Statistics of Income Division, 2005, SOI County-to-County Migration Flows, 1999-2004, prepared by Mary Prichard and the Master Planning and Demographics Unit of LAUSD.
10) Department of Housing and Urban Development, SCHEDULE B - FY 2006 FINAL FAIR MARKET RENTS FOR EXISTING HOUSING
APPENDIX 11.0-1

Pipeline Safety Hazard Assessment
Roosevelt High School
Modernization Project
March 2018 | Pipeline Safety Hazard Assessment

Roosevelt High School Modernization
for Los Angeles Unified School District

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1. Introduction

1.1 PURPOSE

This report presents the results of a Pipeline Safety Hazard Assessment (PSHA) prepared for the Los Angeles Unified School District (LAUSD or District), which is proposing a comprehensive modernization of Theodore Roosevelt Senior High School (Roosevelt High School). The PSHA evaluates potential exposure and fatality risk to staff and students from underground or at-grade natural gas or hazardous liquid pipeline releases and the potential for flooding from large volume water pipelines.

1.2 SCHOOL SITE LOCATION

The existing high school (project site) is located at 456 South Mathews Street in the City of Los Angeles, California. The 22.7-acre site is bounded on the north by East 4th Street, on the west by South Mathews Street, on the east by South Mott Street, and on the south by East 6th Street (Figure 1). Approximately 0.5-mile southwest of the project site is the intersection of Interstate 5, Interstate 10, U.S. Highway 101, and State Route 60.

1.3 REGULATORY REQUIREMENTS

Under Education Code Section 17251, the California Department of Education (CDE) has authority to approve acquisition of proposed school sites. The school district must obtain CDE approval for sites to receive state funds under the state’s School Facilities Program administered by the State Allocation Board. CDE standards and regulations for this process are presented in California Code of Regulations (CCR), Title 5, Sections 14010, 14011, and 14012. Information on assessing safety hazard related to pipelines is discussed in Section 14010 (h):

*The site shall not be located near an above-ground water or fuel storage tank or within 1,500 feet of the easement of an above-ground or underground pipeline that can pose a safety hazard as determined by a risk analysis study, conducted by a competent professional, which may include certification from a local public utility commission.*

By CDE policy, “any pipeline that has a maximum operating capacity of at least 80 pounds per square inch (psi), including but not limited to those that carry natural gas, liquid petroleum, fuels or hazardous chemicals, shall be included in a pipeline survey, regardless if the pipeline is classified as a transmission or distribution line. Pipelines located within a railroad or other easement or those pipelines serving gas and oil well sites and fields shall also be included”.

Additional information on pipelines is contained in CDE’s School Site Selection and Approval Guide. This document states that CDE will not approve a proposed school site if the site "contains one or more pipelines, situated underground or aboveground, which carries hazardous substances, acutely hazardous
materials, or hazardous wastes, unless the pipeline is a natural gas line which is used only to supply natural gas to that school or neighborhood" (CDE, 2000).

The CDE's School Site Selection and Approval Guide also contain provisions for evaluating high-pressure water pipelines:

To ensure the protection of students, faculty, and school property if the proposed school site is within 1,500 feet of the easement of an aboveground or underground pipeline that can pose a safety hazard, the school district should obtain the following information from the pipeline owner and operator:

- Pipeline alignment, size, type of pipe, depth of cover
- Operating water pressures in pipelines near the proposed school site
- Estimated volume of water that might be released from the pipeline should a rupture occur on the site
- Owner's assessment of the structural condition of the pipeline.

1.4 REPORT OBJECTIVES

To meet the requirements of CCR Title 5 Sections 14010 (d) and (h) and CDE's policy on pipelines, the LAUSD has established the following objectives:

- Identify all natural gas and hazardous liquid pipelines located within 1,500 feet of proposed or existing school sites.
- Identify active oil wells and natural gas and crude oil gathering pipelines within 300 feet of proposed or existing school sites.
- Identify when hazard footprints extend onto school property.
- Complete a quantitative risk analyses to predict student and staff exposure and fatality risk.
- Where appropriate, identify and develop mitigation measures to reduce predicted fatality risk to a level below an established significance threshold.
- Identify all large volume water pipelines (≥12 inches in diameter) within 1,500 feet of the proposed school site and evaluate the potential for flooding.
- Where appropriate, identify and develop mitigation measures to reduce flooding impacts to acceptable levels.

1.5 ASSESSMENT METHODOLOGY

LAUSD has developed screening and quantitative risk analysis procedures for evaluating safety hazards associated with natural gas and hazardous liquid releases from underground and aboveground pipelines. A detailed description of these procedures is presented in LAUSD's Pipeline Safety Hazard Assessment User Manual (LAUSD, 2009). Pipelines to be included in a PSHA include natural gas, chemical, petroleum product, and crude oil transmission pipelines that lie within 1,500 feet of a school site or cross or lie within a railroad track easement within 1,500 feet of a school site. Also included are any active oil well and oil field natural gas
and crude oil gathering lines that lie within 300 feet of a school site (see PSHA User Manual for a discussion on the shorter distance-limit to oil well & oil field gathering pipelines).

Briefly stated, the screening method uses hazard footprint look-up tables to compare hazard footprint length with distance from the pipeline to the school. If all hazard footprint lengths are less than the distance to the school’s property line, that a safety hazard is not present and the pipeline safety hazard assessment is complete. If a hazard footprint reaches the proposed school property line, then a quantitative risk analysis is completed. The quantitative risk analysis process uses appropriate hazard footprint data listed in the lookup tables along with local meteorological data to estimate fatality risk from a pipeline release. A worksheet is provided in the User Manual for this purpose. Safety risk is then compared to LAUSD’s significance threshold level of one in one million (1.0 x 10⁻⁶). If the estimated risk is greater than one in one million, mitigation measures or design features that will reduce the risk are developed.

A safety issue associated with large diameter water pipelines is the potential for flooding. Also, releases from underground water pipelines can cause subterranean erosion of saturated soil, leading to subsidence or formation of a sinkhole. The most likely cause of failure is a large magnitude earthquake and associated strong ground shaking. For water pipelines, if street carrying capacity can handle the water flow then safety hazards are considered less than significant and the PSHA is complete. If the water flow exceeds the street carrying capacity and is predicted to reach the school’s property line, then a site-specific evaluation shall be made to determine the potential for significant flooding threat. The instability product number (i.e., the product of the water speed and water depth) at the school site is then compared to LAUSD’s flood hazard threshold of 4 square ft per second (ft²/s). If the estimated product number exceeds LAUSD’s established hazard threshold, mitigation measures or design features that will reduce the risk are developed.
2. Hazard Assessment

2.1 PIPELINE LOCATION AND OPERATIONAL DATA

There is one natural gas transmission pipeline within 1,500 feet of the school site. No natural gas distribution pipelines or hazardous liquid pipelines were identified within the 1,500-foot radius (NPMS, 2017). The location of the pipeline is shown on Figure 1. Additionally, no active oil wells or crude oil gathering lines are located within 300 feet of the school site (DOGGR, 2018). There are three plugged and abandoned oil wells and one dry hole and abandoned oil well in the vicinity of the school site; however, none of the wells is within 300 feet of the site and they were abandoned in 1948 (dry hole) and 1973 (plugged and abandoned).

Natural gas pipeline data was obtained from Southern California Gas Company (SCG, 2018). There is a 30-inch natural gas transmission pipeline (designated as Line 765) located beneath East 4th Street and South Fickett Street that is approximately 58.5 feet north from the school site at its nearest location. Line 765 was constructed in 1993, with an established maximum allowable operating pressure (MAOP) of 650 pounds per square inch gauge (psig). The pipeline is constructed of steel and is coated and equipped with an induced current cathodic protection system to minimize corrosion. It is buried at least 36 inches below ground surface (bgs), and the distance between upstream and downstream shutoff valves is 4 miles. It was conservatively assumed that all of the natural gas in the pipeline between the isolation valves (a distance of 4 miles) could be released into the atmosphere.

In the event of loss of pressure, leak detection, or significant deviations from normal operating parameters, emergency procedures would be activated, including contact with the local fire department and emergency personnel. The pipeline is inspected in accordance with federal (Department of Transportation, Title 49 of the Code of Federal Regulations [49 CFR 192]) and State (California Public Utilities Commission [CPUC] General Order 112-F) regulations. The pipeline was assessed in 2014 using Inline Inspection (ILI) technology as part of SCG’s Integrity Management Program. The CPUC conducted inspections of the Basin Transmission Area (where Line 765 is located) in 2015, 2016, and 2017, and no potential violations on Line 765 were discovered (CPUC, 2018).

Based on plans provided from the Metropolitan Water District (MWD) and the Los Angeles Department of Water and Power (LADWP), there are five high volume (>12 inch diameter) water pipelines within 1,500 feet of the project site, as summarized in Table 1. The locations of the water pipelines are shown on Figure 1, and an evaluation of flooding potential with respect to the school site is provided in Section 2.7.
### Table 1 Water Pipelines

<table>
<thead>
<tr>
<th>Pipeline Diameter</th>
<th>Pipeline Location</th>
<th>Material of Construction</th>
<th>Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>51.375-inch</td>
<td>S. Mott Avenue</td>
<td>Steel</td>
<td>MWD</td>
</tr>
<tr>
<td>24-inch</td>
<td>S. Soto Street</td>
<td>Cast Iron</td>
<td>LADWP</td>
</tr>
<tr>
<td>12-inch</td>
<td>E. 1st Street</td>
<td>Cast Iron</td>
<td>LADWP</td>
</tr>
<tr>
<td>12-inch</td>
<td>S. Evergreen Avenue/E. 2nd Street/S. Savannah Street</td>
<td>Cast Iron</td>
<td>LADWP</td>
</tr>
<tr>
<td>12-inch</td>
<td>Whittier Boulevard</td>
<td>Cast Iron</td>
<td>LADWP</td>
</tr>
</tbody>
</table>

The 51.375-inch MWD water pipeline (Palos Verdes Feeder Pipeline) is located approximately 16 feet east of the school site beneath S. Mott Street. MWD operates over 819 miles of large-scale pipelines and canals throughout southern California. The Palos Verdes Feeder Pipeline is a welded steel pipe constructed in 1937. The pipeline has an inside diameter (ID) of 51 inches and outside diameter (OD) of 51.375 inches. The pipeline is buried approximately 8 to 12 feet below ground surface (bgs) near the project site and the entire pipeline is cathodically protected. MWD Water System Operations field staff patrol all pipeline and facilities on a weekly basis. Periodically, during scheduled shutdowns, engineering staff performs visual inspections inside the pipeline every 5 to 10 years.

### 2.2 LAND USE AND TERRAINE

Surrounding land use consists of existing residential properties, with some institutional (e.g., school, hospital and church), commercial, and recreational uses. There are no intervening buildings and/or structures that could partially block or buffer vapor releases or jet fires if an incident were to occur involving the natural gas pipeline beneath East 4th Street. Although there is chain link fencing on the north side of the school property along East 4th Street, there are no retaining walls or concrete block walls that would buffer a natural gas releases. The land uses on the school site nearest to the natural gas pipeline are athletic fields and tennis courts. The nearest building is approximately 300 feet south from the pipeline. Potential ignition sources may include motor vehicles traveling along the adjacent streets, traffic signals, overhead high voltage electrical lines, and residential/commercial gas heating units.

The terrain in the vicinity of the school site is relatively flat, with a gradual slope towards the south. A 2 to 3-foot high block wall is located along the majority of the eastern portion of the school site fronting S. Mott Street. The wall height increases to 6 to 8-foot high along the southeast corner of the school. Two storm drain catch basins are located at the southeast corner of the school on either side of S. Mott Street, north of E. 6th Street. Two additional catch basins are located on either side of E. 6th Street, west of S. Mott Street.

### 2.3 ACCIDENT SCENARIOS

In accordance with the LAUSD PSHA User Manual, two accident scenarios were evaluated: 1) a rupture or large volume release equal to the pipeline’s diameter, and 2) a leak or small volume release from a 1-inch diameter hole. Three potential consequences were evaluated for each release scenario: 1) jet flame/radiant heat (10 kW/m²), 2) flammable vapor cloud flash fire (5 percent of natural gas lower flammability limit
2. Hazard Assessment

[FL], and 3) unconfined vapor cloud explosion (UVCE – 5.0 psig). Results from the ALOHA computer analyses indicate that unconfined vapor cloud explosions would not occur in an open environment (i.e., residential or institutional land use setting).

2.4 HAZARD FOOTPRINTS

Relevant hazard footprint data were obtained for the natural gas pipelines, using the ALOHA computer model and assuming a release for a duration of 60 minutes through a pipeline length equal to the distance between shutoff valves (4 miles for this analysis). The predicted hazard footprints were then compared to the distance of the 30-inch natural gas pipeline to the school site of 58.5 feet. The hazard footprints associated with this PSHA are provided in Appendix A and are summarized in the following table.

<table>
<thead>
<tr>
<th>Description</th>
<th>Hazard Footprint Length – Rupture (ft)</th>
<th>Footprint Reaches School Site (&gt;58.5 ft)?</th>
<th>Hazard Footprint Length – Leak (ft)</th>
<th>Footprint Reaches School Site (&gt;58.5 ft)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jet Flame Length</td>
<td>122</td>
<td>Yes</td>
<td>4</td>
<td>No</td>
</tr>
<tr>
<td>Radiant Heat</td>
<td>666</td>
<td>Yes</td>
<td>39</td>
<td>No</td>
</tr>
<tr>
<td>Flammable Vapor Cloud (FVC)</td>
<td>2,187</td>
<td>Yes</td>
<td>153</td>
<td>Yes</td>
</tr>
<tr>
<td>Unconfined Vapor Cloud Explosion (UVCE)</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Combined FVC + UVCE</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>

Since at least one of the hazard footprints reaches the school site, a site-specific quantitative risk assessment was performed for the 30-inch natural gas transmission pipeline.

2.5 METEOROLOGICAL DATA

Wind direction and frequency data for the Downtown Los Angeles meteorological station, located approximately 2 miles northwest from the school site, were used in the quantitative risk analysis (LAUSD, 2009). The predominant wind direction is to the northeast in the vicinity of the school site for school attendance hours (8 am to 4 pm). Any wind directed from WNW to SE, including the south vectors, was considered to be able to direct a release from the natural gas pipeline beneath East 4th Street and South Fickett Street toward the school site. During school hours, the wind for all vectors from WNE to SE blows toward the site 21% of the time for atmospheric stability Class B, C, and D.
2.6 QUANTITATIVE RISK ANALYSIS

The mean annual accident rate for Southern California Gas Company high-pressure (>80 psig) natural gas pipelines in the Los Angeles metropolitan area for the years 1990 to 2001 is \(3.8 \times 10^{-5}\) per pipeline mile-year (LAUSD, 2009). The User Manual also assumed that 20% of all pipeline accidents are ruptures and 80% are leaks (FEMA, 1989). Pipeline accident rate was adjusted for the length of pipeline segment from which a hazard footprint could reach the proposed school property line. The LAUSD’s User Manual provides an equation for calculating the pipeline segment distance. This equation is embedded in the fatality risk worksheet (Appendix A).

The LAUSD methodology assumes a school attendance time of 8 hours per day for 240 days per calendar year, based on staff hours, and also assumes that all students and staff are outdoors for a total exposure probability of 22 percent.

The fatality probabilities for the radiant heat were adjusted from the LAUSD default values of 0.1, based on the site-specific school configuration and per the instructions in the PSHA User Manual (three-point average):

- Radiant Heat Fatality Probability –Natural Gas Pipeline - Rupture Scenario – 0.33

The risk calculation results are provided in Appendix A and the estimated fatality risk is provided below:

- 30-inch Natural Gas Transmission Pipeline – \(3.8 \times 10^{-7}\)

The calculated risk is less than the LAUSD risk threshold of one in one million (\(1.0 \times 10^{-6}\)). The safety risk is considered less than significant and no mitigation measures or design features are required.

2.7 WATER PIPELINE FLOODING ANALYSIS

In addition to natural gas and hazardous liquid pipelines, the LAUSD requires that the risk of releases from high volume (>12 inches) water pipelines be evaluated. The LAUSD PSHA User Manual provides a methodology for evaluating the potential for flooding.

All five of the identified high volume water pipelines are located beneath streets (Table 1). A pipeline flooding analysis was conducted for these pipelines to determine the depth and location of water flow within the street in the event of a pipeline leak or rupture. For this worst-case analysis, it was conservatively assumed that all of the water flowing through the pipelines at their maximum capacity would reach the surface. In addition, no credit was taken for the presence of storm drains along these streets.

Release impacts were calculated based on the procedures specified in the LAUSD User Manual. The release rate was determined by multiplying the pipe area by an assumed velocity of 5 feet per second (fps). Then the release rate was compared to the carrying capacity of the street, taking into account longitudinal slope, to determine if the water would be contained within the confines of the street curbing (Jeffers & Associates, 2006). The results are provided in Table 3.
### Table 3 Water Pipeline Flooding Analysis – Street Flow

<table>
<thead>
<tr>
<th>Pipeline Diameter</th>
<th>Pipeline Location</th>
<th>Release Rate (cfs)</th>
<th>Street Width (ft)</th>
<th>Depth of Flow in Street (in)</th>
<th>Exceeds Street Carrying Capacity?</th>
</tr>
</thead>
<tbody>
<tr>
<td>51.375-inch</td>
<td>S. Mott Avenue</td>
<td>71.98</td>
<td>36</td>
<td>8.6</td>
<td>Yes</td>
</tr>
<tr>
<td>24-inch</td>
<td>S. Soto Street</td>
<td>15.71</td>
<td>56</td>
<td>5.9</td>
<td>No</td>
</tr>
<tr>
<td>12-inch</td>
<td>E. 1st Street</td>
<td>3.93</td>
<td>58</td>
<td>3.5</td>
<td>No</td>
</tr>
<tr>
<td>12-inch</td>
<td>S. Evergreen Avenue/E. 2nd Street/S. Savannah Street</td>
<td>3.93</td>
<td>42</td>
<td>2.8</td>
<td>No</td>
</tr>
<tr>
<td>12-inch</td>
<td>Whittier Boulevard</td>
<td>3.93</td>
<td>58</td>
<td>2.8</td>
<td>No</td>
</tr>
</tbody>
</table>

Assuming a standard 8-inch curb for arterial streets (S. Soto Street, E. 1st Street, and Whittier Boulevard) and a 6-inch curb for residential streets (S. Mott Avenue and S. Evergreen Avenue), the water released from a full-flow rupture of the 24-inch and three 12-inch water mains within the streets would be entirely contained within the confines of the curbing and would not result in flooding at the school site. However, a release from the 51.375-inch MWD Palos Verdes Feeder pipeline along S. Mott Avenue would exceed the carrying capacity of the street and could potentially impact the project site.

The predicted worst-case depth of flow in the street was 8.6 inches for a full release of the 51.375-inch water line. Assuming a standard 6-inch curb for S. Mott Avenue, released water from the 51.375-inch water line would exceed the carrying capacity of the street by 2.6 inches. Therefore, a site-specific evaluation was made to determine the potential for significant flooding threat at the school site. The instability product number, the product of the water speed and water depth, was determined at the school site and is provided in Table 4.

### Table 4 Site-Specific Evaluation – Instability Product Number

<table>
<thead>
<tr>
<th>Pipeline Diameter</th>
<th>Pipeline Location</th>
<th>Release Velocity (ft/s)</th>
<th>Depth of Flow at Site (ft)</th>
<th>Product Number (ft²/s)</th>
<th>Exceeds LAUSD Hazard Threshold – 4 ft²/s?</th>
</tr>
</thead>
<tbody>
<tr>
<td>51.375-inch</td>
<td>S. Mott Avenue</td>
<td>7.89</td>
<td>2.6 in (0.22 ft)</td>
<td>1.71</td>
<td>No</td>
</tr>
</tbody>
</table>

The calculated instability product number of 1.71 ft²/s is less than LAUSD’s flood hazard threshold of 4 ft²/s. Therefore, released water from the MWD pipeline would not pose a significant risk to occupants at the school site in the unlikely event of a water pipeline break.

For this worst-case analysis, it was conservatively assumed that all of the water flowing through the pipeline at its maximum capacity would reach the surface. Given that the pipeline is buried approximately 8 to 12 feet bgs, only a portion of the water released from the pipeline would reach the surface. In addition, no credit was taken for the existing surface topography and the presence of storm drains along the streets. Additionally, a 2 to 3-foot high block wall is located along the majority of the eastern portion of the school site, with a higher 6 to 8-foot block wall along the southeast corner of the school. The presence of a low wall on the side of the school fronting S. Mott Avenue and storm drain inlets at the intersection of S. Mott Street and E. 6th Street would further reduce potential flooding impacts.
2.8 SUMMARY AND RECOMMENDATIONS

The results of the quantitative risk analysis indicate that the calculated risk for the 30-inch natural gas transmission pipeline located beneath East 4th Street and South Fickett Street is $3.8 \times 10^{-7}$, which is below the LAUSD significance criterions of $1.0 \times 10^{-6}$. Therefore, the pipeline would not pose a risk to students or staff at the proposed school site and no mitigation measures are required.

If a rupture or leak should occur in the MWD Palos Verdes Feeder Pipeline and/or LADWP water mains within 1,500 feet of the school site, the results of the flooding analysis indicate that the released water would either be confined to the curbing within the streets (i.e., LADWP water mains) or would not result in water flows or depths at the school site that would pose a significant risk to students and staff (i.e., MWD Palos Verdes Feeder Pipeline product instability number of less than 4 ft²/s).

Even though the impact of pipeline releases was found to be less than significant, it is recommended that the school’s emergency response and evacuation plan address the possibility of natural gas or water pipeline releases and identify potential evacuation routes. Also, contact names and numbers for the natural gas provider and water agencies (Southern California Gas Company, Metropolitan Water District, and Los Angeles Department of Water and Power) should be maintained with the emergency response plan in case the school needs to report pipeline releases. A map of the pipeline locations and emergency contact information should be kept with the school’s emergency response plan.
3. References


California Public Utilities Commission (CPUC), 2018. Correspondence and information provided by Mr. Tuan Tran, PE, Utilities Engineer to Mr. Jeffrey Otter, PE, OEHS Methane Mitigation Project Manager, LAUSD. Dated March 5, 2018.


Metropolitan Water District (MWD), 2018. MWD Response to Mr. Steve Bush, PE, Senior Engineer, PlaceWorks. Dated January 24, 2018.

Los Angeles Department of Water and Power (LADWP), 2018. Correspondence and information provided by Ms. Aida Fitton, Civil Engineer Associate for LADWP Water Distribution Engineering – Central Division, to Mr. Steve Bush, PE, Senior Engineer, PlaceWorks. Dated January 19, 2018.


Southern California Gas Company (SCG), 2018a. Correspondence and information provided by Mr. David Gaeta, Pipeline Planning, Gas Transmission Tech Services for SCG, to Mr. Steve Bush, PE, Senior Engineer, PlaceWorks. Dated February 16, 2018.

______. 2018b. Correspondence and information provided by Mr. Jason Jones, Pipeline Planning Assistant for SCG-Compton HQ, to Mr. Steve Bush, PE, Senior Engineer, PlaceWorks. Dated January 24, 2018.

Figure 1 - Site Location and Pipeline Map

Source: ESRI, 2018
Appendix A. Risk Analysis Calculations
### Footprint Pipeline Pipeline Adjusted Probability

<table>
<thead>
<tr>
<th>Accident Scenario</th>
<th>Footprint Length (ft)</th>
<th>Pipeline Segment</th>
<th>Pipeline Accident Rate (per mile-yr)</th>
<th>Adjusted Accident Rate (per year)</th>
<th>Leak or Rupture Probability</th>
<th>Probability of Initial Ignition or No Ignition</th>
<th>Stability Class/Flow Vector Percent</th>
<th>Probability of Flash Fire or UVCE at School</th>
<th>Probability of HF Reaching School</th>
<th>Annual1(^2)</th>
<th>Probability of Student Attendance Percent</th>
<th>Probability of Student/Staff Exposure</th>
<th>Probability of Fatality</th>
<th>Fatality Risk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leak - jet flame width *</td>
<td>4 0</td>
<td>3.80E-05</td>
<td>0.00E+00</td>
<td>0.80</td>
<td>0.10</td>
<td>0.00E+00</td>
<td>0.22</td>
<td>0.00E+00</td>
<td>1.0</td>
<td>0.00E+00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leak - radiant heat</td>
<td>39 0</td>
<td>3.80E-05</td>
<td>0.00E+00</td>
<td>0.80</td>
<td>0.10</td>
<td>0.00E+00</td>
<td>0.22</td>
<td>0.00E+00</td>
<td>0.00</td>
<td>0.00E+00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leak - FVC</td>
<td>153 728</td>
<td>3.80E-05</td>
<td>5.24E-06</td>
<td>0.80</td>
<td>0.90</td>
<td>0.21</td>
<td>0.30</td>
<td>2.38E-07</td>
<td>0.22</td>
<td>5.23E-08</td>
<td>1.0</td>
<td>5.23E-08</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leak - FVC &amp; UVCE</td>
<td>0 0</td>
<td>3.80E-05</td>
<td>0.00E+00</td>
<td>0.80</td>
<td>0.90</td>
<td>0.21</td>
<td>0.10</td>
<td>0.00E+00</td>
<td>0.22</td>
<td>0.00E+00</td>
<td>0.1</td>
<td>0.00E+00</td>
<td></td>
<td></td>
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<tr>
<td>Total Leak</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Rupture - jet flame width *</td>
<td>122 659</td>
<td>3.80E-05</td>
<td>4.75E-06</td>
<td>0.20</td>
<td>0.25</td>
<td>2.37E-07</td>
<td>0.22</td>
<td>5.22E-08</td>
<td>1.0</td>
<td>5.22E-08</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rupture - radiant heat</td>
<td>666 1,725</td>
<td>3.80E-05</td>
<td>1.24E-05</td>
<td>0.20</td>
<td>0.25</td>
<td>6.21E-07</td>
<td>0.22</td>
<td>1.37E-07</td>
<td>0.33</td>
<td>4.55E-08</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rupture - FVC</td>
<td>2,187 6,780</td>
<td>3.80E-05</td>
<td>4.88E-05</td>
<td>0.20</td>
<td>0.75</td>
<td>0.21</td>
<td>0.68</td>
<td>1.04E-06</td>
<td>0.22</td>
<td>2.28E-07</td>
<td>1.0</td>
<td>2.28E-07</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rupture - FVC &amp; UVCE</td>
<td>0 0</td>
<td>3.80E-05</td>
<td>0.00E+00</td>
<td>0.20</td>
<td>0.75</td>
<td>0.21</td>
<td>0.23</td>
<td>0.00E+00</td>
<td>0.22</td>
<td>0.00E+00</td>
<td>0.1</td>
<td>0.00E+00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Rupture</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>TOTAL</td>
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</tr>
</tbody>
</table>

### Notes:

- **Distance from pipeline to school**: 58.5 ft
- **School frontage length along pipeline**: 445 ft
- **HF - hazard footprint**: Calculated using So Cal Gas map to determine segment distances
- **Jet flame width**: 25 percent of its height
- **Ignition of gas at pipeline - leak**: 0.10
- **Ignition of gas at pipeline - rupture**: 0.75
- **Delayed ignition of FVC at school - leak**: 0.00
- **Delayed ignition of FVC at school - rupture**: 0.90
- **Flash Fire**: 0.75
- **UVCE**: 0.25
- **Jet flame**: 1.0
- **Radiant heat**: 0.33
- **Flammable vapor cloud**: 1.0
- **Default**

### Conditional Probability - Ignition

- **Ignition of gas at pipeline - leak**: 0.10
- **Ignition of gas at pipeline - rupture**: 0.75
- **Delayed ignition of FVC at school - leak**: 0.40
- **Delayed ignition of FVC at school - rupture**: 0.90
- **Flash Fire**: 0.75
- **UVCE**: 0.25
- **Jet flame**: 1.0
- **Radiant heat**: 0.33
- **Flammable vapor cloud**: 1.0
- **Default**

### Conditional Probability - Fatality - Leak

- **Flammable vapor cloud**: 1.0
- **Default**

### Conditional Probability - Fatality - Rupture

- **Flammable vapor cloud**: 1.0
- **Default**

### Conditional Probability - Fatality - Relaxation

- **Flammable vapor cloud**: 1.0
- **Default**

### Delayed Ignition - Large Diameter Pipeline

- For FVC length 1,000 to 1,500 feet: 0.50
- For FVC length 1,500 to 1,700 feet: 0.70
- For FVC length > 1,700 feet: 0.90

### Total

- **Volume of Flammable Vapor Cloud**: 3.8E-07

---

**Natural Gas Pipeline**: 30-inch diameter, 650 psig operating pressure

**School Hours**: 8 am to 4 pm - Atmospheric Stability Class D
SITE DATA:
Location: LOS ANGELES, CALIFORNIA  
Building Air Exchanges Per Hour: 0.63 (unsheltered single storied)
Time: March 5, 2018 1335 hours PST (using computer's clock)

CHEMICAL DATA:
Chemical Name: METHANE  
CAS Number: 74-82-8  
Molecular Weight: 16.04 g/mol  
PAC-1: 65000 ppm  
PAC-2: 230000 ppm  
PAC-3: 400000 ppm  
LEL: 50000 ppm  
UEL: 150000 ppm  
Ambient Boiling Point: -258.9° F  
Vapor Pressure at Ambient Temperature: greater than 1 atm  
Ambient Saturation Concentration: 1,000,000 ppm or 100.0%

ATMOSPHERIC DATA: (MANUAL INPUT OF DATA)
Wind: 3 meters/second from SW at 3 meters  
Ground Roughness: urban or forest  
Cloud Cover: 5 tenths  
Air Temperature: 77° F  
Stability Class: D  
No Inversion Height  
Relative Humidity: 50%

SOURCE STRENGTH:
Flammable gas is burning as it escapes from pipe  
Pipe Diameter: 30 inches  
Pipe Length: 21120 feet  
Unbroken end of the pipe is closed off  
Pipe Roughness: smooth  
Hole Area: 0.785 sq in  
Pipe Press: 664.7 psia  
Pipe Temperature: 77° F  
Max Flame Length: 2 yards  
Burn Duration: ALOHA limited the duration to 1 hour  
Max Burn Rate: 508 pounds/min  
Total Amount Burned: 28,153 pounds

THREAT ZONE:
Threat Modeled: Thermal radiation from jet fire  
Red: 13 yards --- (10.0 kW/(sq m) = potentially lethal within 60 sec)

THREAT AT POINT:
Thermal Radiation Estimates at the point:  
Downwind: 58.5 feet  
Off Centerline: 0 feet  
Max Thermal Radiation: 4.63 kW/(sq m)
SITE DATA:
Location: LOS ANGELES, CALIFORNIA
Building Air Exchanges Per Hour: 0.63 (unsheltered single storied)
Time: February 19, 2018  1426 hours PST (using computer's clock)

CHEMICAL DATA:
Chemical Name: METHANE
CAS Number: 74-82-8  Molecular Weight: 16.04 g/mol
PAC-1: 65000 ppm  PAC-2: 230000 ppm  PAC-3: 400000 ppm
LEL: 50000 ppm  UEL: 150000 ppm
Ambient Boiling Point: -258.9° F  
Vapor Pressure at Ambient Temperature: greater than 1 atm
Ambient Saturation Concentration: 1,000,000 ppm or 100.0%

ATMOSPHERIC DATA: (MANUAL INPUT OF DATA)
Wind: 3 meters/second from SW at 3 meters
Ground Roughness: urban or forest  Cloud Cover: 5 tenths
Air Temperature: 77° F  Stability Class: D
No Inversion Height  Relative Humidity: 50%

SOURCE STRENGTH:
Flammable gas escaping from pipe (not burning)
Pipe Diameter: 30 inches  Pipe Length: 21120 feet
Unbroken end of the pipe is closed off
Pipe Roughness: smooth  Hole Area: 0.785 sq in
Pipe Press: 664.7 psia  Pipe Temperature: 77° F
Release Duration: ALOHA limited the duration to 1 hour
Max Average Sustained Release Rate: 501 pounds/min
   (averaged over a minute or more)
Total Amount Released: 28,153 pounds

THREAT ZONE:
Threat Modeled: Flammable Area of Vapor Cloud
Model Run: Gaussian
Red : 51 yards  (50000 ppm = LEL)
Note: Threat zone was not drawn because effects of near-field patchiness make dispersion predictions less reliable for short distances.
SITE DATA:
Location: LOS ANGELES, CALIFORNIA
Building Air Exchanges Per Hour: 0.63 (unsheltered single storied)
Time: March 5, 2018  1335 hours PST (using computer's clock)

CHEMICAL DATA:
Chemical Name: METHANE
CAS Number: 74-82-8 Molecular Weight: 16.04 g/mol
PAC-1: 65000 ppm  PAC-2: 230000 ppm  PAC-3: 400000 ppm
LEL: 50000 ppm  UEL: 150000 ppm
Ambient Boiling Point: -258.9° F
Vapor Pressure at Ambient Temperature: greater than 1 atm
Ambient Saturation Concentration: 1,000,000 ppm or 100.0%

ATMOSPHERIC DATA: (MANUAL INPUT OF DATA)
Wind: 3 meters/second from SW at 3 meters
Ground Roughness: urban or forest  Cloud Cover: 5 tenths
Air Temperature: 77° F  Stability Class: D
No Inversion Height  Relative Humidity: 50%

SOURCE STRENGTH:
Flammable gas is burning as it escapes from pipe
Pipe Diameter: 30 inches  Pipe Length: 21120 feet
Unbroken end of the pipe is connected to an infinite source
Pipe Roughness: smooth  Hole Area: 707 sq in
Pipe Press: 664.7 psia  Pipe Temperature: 77° F
Max Flame Length: 88 yards
Burn Duration: ALOHA limited the duration to 1 hour
Max Burn Rate: 458,000 pounds/min
Total Amount Burned: 4,001,162 pounds

THREAT ZONE:
Threat Modeled: Thermal radiation from jet fire
Red  : 222 yards --- (10.0 kW/(sq m) = potentially lethal within 60 sec)

THREAT AT POINT:
Thermal Radiation Estimates at the point:
Downwind: 618 feet  Off Centerline: 0 feet
Max Thermal Radiation: 11.6 kW/(sq m)
30-Inch Natural Gas Transmission Pipeline
Rupture - Flammable Vapor Cloud

**SITE DATA:**
Location: LOS ANGELES, CALIFORNIA
Building Air Exchanges Per Hour: 0.63 (unsheltered single storied)
Time: February 19, 2018 1426 hours PST (using computer's clock)

**CHEMICAL DATA:**
Chemical Name: METHANE
CAS Number: 74-82-8 Molecular Weight: 16.04 g/mol
PAC-1: 65000 ppm  PAC-2: 230000 ppm  PAC-3: 400000 ppm
LEL: 50000 ppm  UEL: 150000 ppm
Ambient Boiling Point: -258.9° F
Vapor Pressure at Ambient Temperature: greater than 1 atm
Ambient Saturation Concentration: 1,000,000 ppm or 100.0%

**ATMOSPHERIC DATA:** (MANUAL INPUT OF DATA)
Wind: 3 meters/second from SW at 3 meters
Ground Roughness: urban or forest  Cloud Cover: 5 tenths
Air Temperature: 77° F  Stability Class: D
No Inversion Height  Relative Humidity: 50%

**SOURCE STRENGTH:**
Flammable gas escaping from pipe (not burning)
Pipe Diameter: 30 inches  Pipe Length: 21120 feet
Unbroken end of the pipe is connected to an infinite source
Pipe Roughness: smooth  Hole Area: 707 sq in
Pipe Press: 664.7 psia  Pipe Temperature: 77° F
Release Duration: ALOHA limited the duration to 1 hour
Max Average Sustained Release Rate: 103,000 pounds/min
(averaged over a minute or more)
Total Amount Released: 4,001,162 pounds

**THREAT ZONE:**
Threat Modeled: Flammable Area of Vapor Cloud
Model Run: Gaussian
Red: 729 yards --- (50000 ppm = LEL)
Pipeline Safety Hazard Assessment - Hazard Footprint Calculation
NGW-2

Natural Gas Pipeline Leak
Jet Flame Height, Jet Flame Width & Radiant Heat

<table>
<thead>
<tr>
<th>Input Parameter</th>
<th>Data</th>
<th>Units</th>
<th>Data</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance from flame</td>
<td>41</td>
<td>ft</td>
<td>12.4968</td>
<td>m</td>
</tr>
<tr>
<td>Hole diameter</td>
<td>1</td>
<td>in</td>
<td>0.0254</td>
<td>m</td>
</tr>
<tr>
<td>Release height above ground</td>
<td>0</td>
<td>ft</td>
<td>0</td>
<td>m</td>
</tr>
<tr>
<td>Gas pressure</td>
<td>650</td>
<td>psig</td>
<td>4,481,594</td>
<td>Pa</td>
</tr>
<tr>
<td>Ambient temperature</td>
<td>298</td>
<td>°K</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Relative humidity</td>
<td>50</td>
<td>%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heat capacity ratio for gas</td>
<td>1.32</td>
<td></td>
<td></td>
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<tr>
<td>Heat of combustion for gas</td>
<td>50,000</td>
<td>kJ/Kg</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Molecular weight of gas</td>
<td>16.74</td>
<td>grams</td>
<td></td>
<td></td>
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<tr>
<td>Flame temperature</td>
<td>2,200</td>
<td>°K</td>
<td></td>
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</tr>
<tr>
<td>Discharge coefficient for hole</td>
<td>0.62</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Ambient pressure</td>
<td>101,325</td>
<td>Pa</td>
<td></td>
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<tr>
<td>Fuel mole fraction at stoichiometric</td>
<td>0.095</td>
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<td></td>
</tr>
<tr>
<td>Moles of reactant per mole of product</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Molecular weight of air</td>
<td>29</td>
<td>grams</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fraction of total energy converted</td>
<td>0.2</td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Calculated Results</th>
<th>Data</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area of hole</td>
<td>0.0005</td>
<td>m²</td>
</tr>
<tr>
<td>Gas discharge rate</td>
<td>2.455</td>
<td>Kg/s</td>
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<tr>
<td>L/d ratio for flame</td>
<td>195.5</td>
<td></td>
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<tr>
<td>Flame height</td>
<td>4.96</td>
<td>m</td>
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<tr>
<td>Flame width</td>
<td>1.24</td>
<td>m</td>
</tr>
<tr>
<td>Location of flame center above ground</td>
<td>2.48</td>
<td>m</td>
</tr>
<tr>
<td>Radiation path length</td>
<td>12.74</td>
<td>m</td>
</tr>
<tr>
<td>Point source view factor</td>
<td>0.0005</td>
<td>m²</td>
</tr>
<tr>
<td>Water vapor partial pressure</td>
<td>1,580</td>
<td>Pa</td>
</tr>
<tr>
<td>Atmospheric transmissivity</td>
<td>0.828</td>
<td></td>
</tr>
</tbody>
</table>

| Radiant Heat Flux                       | 10.0 | kW/m² |

10 kW/m² = 3200 BTU/hr-ft²

Note:
Equations from AIChE (2000)
### Natural Gas Pipeline Rupture

Jet Flame Height, Jet Flame Width & Radiant Heat

<table>
<thead>
<tr>
<th>Input Parameter</th>
<th>Data</th>
<th>Units</th>
<th>Data</th>
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<tbody>
<tr>
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<td>ft</td>
<td>320.34</td>
<td>m</td>
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<tr>
<td>Hole diameter</td>
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<td>in</td>
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<td>m</td>
</tr>
<tr>
<td>Release height above ground</td>
<td>0</td>
<td>ft</td>
<td>0</td>
<td>m</td>
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<tr>
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<td>650</td>
<td>psig</td>
<td>4,481,594</td>
<td>Pa</td>
</tr>
<tr>
<td>Ambient temperature</td>
<td>298</td>
<td>K</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Relative humidity</td>
<td>50</td>
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<td></td>
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<tr>
<td>Molecular weight of gas</td>
<td>16.74</td>
<td>grams</td>
<td></td>
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<tr>
<td>Flame temperature</td>
<td>2,200</td>
<td>K</td>
<td></td>
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<tr>
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<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Calculated Results</th>
<th>Data</th>
<th>Units</th>
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</thead>
<tbody>
<tr>
<td>Area of hole</td>
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<tr>
<td>Gas discharge rate</td>
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<td>L/d ratio for flame</td>
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<tr>
<td>Flame height</td>
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<td>Flame width</td>
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<td>Location of flame center above ground</td>
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<td>m</td>
</tr>
<tr>
<td>Radiation path length</td>
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<td>Water vapor partial pressure</td>
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<tr>
<td>Atmospheric transmissivity</td>
<td>0.618</td>
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</table>

### Radiant Heat Flux

10 kW/m² = 3200 BTU/hr-ft²

**Note:**

Equations from AIChE (2000)
Downtown LA Wind Rose - Flow Vector (Blowing To)

<table>
<thead>
<tr>
<th>Direction</th>
<th>Stability Class B</th>
<th>Stability Class C</th>
<th>Stability Class D</th>
<th>Total</th>
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<tr>
<td>N</td>
<td>0.045967</td>
<td>0.025875</td>
<td>0.024658</td>
<td>0.0965</td>
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<tr>
<td>NNE</td>
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<td>0.0347103</td>
<td>0.028919</td>
<td>0.116273</td>
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<td>0.024658</td>
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<td>ENE</td>
<td>0.037139</td>
<td>0.123592</td>
<td>0.116286</td>
<td>0.277017</td>
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<tr>
<td>E</td>
<td>0.012785</td>
<td>0.014307</td>
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<tr>
<td>ESE</td>
<td>0.001218</td>
<td>0.003349</td>
<td>0.002435</td>
<td>0.007002</td>
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<td>SE</td>
<td>0.000913</td>
<td>0.001218</td>
<td>0.002131</td>
<td>0.004262</td>
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<tr>
<td>SSE</td>
<td>0.001522</td>
<td>0.000304</td>
<td>0.001522</td>
<td>0.003348</td>
</tr>
<tr>
<td>S</td>
<td>0.001522</td>
<td>0.001522</td>
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<td>SSW</td>
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<td>0.009132</td>
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<td>0.033181</td>
<td>0.06484</td>
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<td>0.002435</td>
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<td>NNW</td>
<td>0.008828</td>
<td>0.001826</td>
<td>0.005175</td>
<td>0.015829</td>
</tr>
</tbody>
</table>

Avg Wind speed: 2.89 m/sec (hrs 8-15)  
SE to WNW
WIND ROSE PLOT:
Central LA Meteorological Station
2010-2011, 2014-2016

COMMENTS:
8AM-4PM

DATA PERIOD:
Start Date: 1/1/2010 - 08:00
End Date: 12/31/2016 - 15:00

COMPANY NAME:

MODELER:

CALM WINDS:
0.20%

AVG. WIND SPEED:
2.60 m/s

DATE:
2/19/2018

TOTAL COUNT:
14491 hrs.

PROJECT NO.:
TETR-01

WRPLOT View - Lakes Environmental Software
Street Flow - S. Mott Street
51.375-Inch MWD Water Pipeline
Street Flow - S. Soto Street
24-Inch Water Main
Street Flow - E. 1st Street 12-Inch Water Main
<table>
<thead>
<tr>
<th>Street Parameters:</th>
<th>Standard Manning's:</th>
<th>Local Parameters:</th>
<th>Grate Parameters:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Q</strong>: 3.93 cfs</td>
<td><strong>Q</strong>: 3.21 cfs</td>
<td><strong>Sw</strong>: 13.9 %</td>
<td><strong>P-1-7/8-4</strong></td>
</tr>
<tr>
<td><strong>K</strong>: 25.1</td>
<td><strong>K</strong>: 20.5</td>
<td><strong>Se</strong>: 7.08 %</td>
<td><strong>Print Chart 7</strong></td>
</tr>
<tr>
<td><strong>Vei</strong>: 3.84 ft/s</td>
<td><strong>Vei</strong>: 3.14 ft/s</td>
<td><strong>Length</strong>: 12.0 ft</td>
<td><strong>Length</strong>: 48 in.</td>
</tr>
<tr>
<td><strong>Eo</strong>: 36.5 %</td>
<td><strong>Rhe</strong>: 0.10 ft</td>
<td><strong>Ut</strong>: 20.54 ft</td>
<td><strong>Width</strong>: 22 in.</td>
</tr>
<tr>
<td><strong>W/T</strong>: 0.1413</td>
<td><strong>Area</strong>: 1.02 sf</td>
<td><strong>% Factor</strong>: 50</td>
<td><strong>Splash-over Vel</strong>: 7.41 ft/s</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Vel over grate</strong>: 4.47 ft/s</td>
</tr>
</tbody>
</table>

| **Depth**: 0.23 ft | **Long. slope**: 0.0246 (ft/ft) | **Sw**: 4.16 % | **% Factor**: 50 |
| **Depth**: 2.8 in. | **N value**: 0.016               | **a**: 0.031 ft | **% Factor**: 50 |

| **Flow line - Lateral boundary to half-street flow** | **Flowline offset**: 21.0 ft to top face | **Gutter Depression - lip to flowline**: 0.059 ft |

| **Crown Line - Lateral boundary to half-street flow** | **Crown**: 0.45 ft | **Curb Opening Parameters**: |

| **Street Flow - S. Evergreen Avenue 12-Inch Water Main** | **C-O Apron wider than gutter**: 0 in. | **Splash-over Vel**: 7.41 ft/s |

| **Curb opening depression**: 2.0 in. | **Vel over grate**: 4.47 ft/s |

| **Sw**: 4.16 % | **a**: 0.031 ft | **Splash-over Vel**: 7.41 ft/s | **Vel over grate**: 4.47 ft/s |
| **Gutter Depression - lip to flowline**: 0.059 ft | **Curb Opening Parameters**: |

| **Local inlet flow line depression**: 2.0 in. | **Splash-over Vel**: 7.41 ft/s |

<table>
<thead>
<tr>
<th><strong>Grate Parameters</strong>:</th>
<th><strong>P-1-7/8-4</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Apron wider than grate</strong>: 2 in.</td>
<td><strong>Print Chart 7</strong></td>
</tr>
<tr>
<td><strong>Length</strong>: 48 in.</td>
<td><strong>Width</strong>: 22 in.</td>
</tr>
<tr>
<td><strong>% Factor</strong>: 50</td>
<td><strong>% Factor</strong>: 50</td>
</tr>
</tbody>
</table>

| **Side flow captured**: 0.03 cfs | **Frontal captured**: 0.63 cfs |
| **Total combined CB flowby**: 0.61 cfs | **Street Flow - S. Evergreen Avenue 12-Inch Water Main** |

<table>
<thead>
<tr>
<th><strong>Street Parameters</strong>:</th>
<th><strong>Standard Manning's</strong>:</th>
<th><strong>Local Parameters</strong>:</th>
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<td></td>
<td></td>
<td></td>
<td><strong>Vel over grate</strong>: 4.47 ft/s</td>
</tr>
</tbody>
</table>

| **Curb opening depression**: 2.0 in. | **Splash-over Vel**: 7.41 ft/s |

| **Local inlet flow line depression**: 2.0 in. | **Splash-over Vel**: 7.41 ft/s |

<table>
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<tr>
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</tr>
</tbody>
</table>

| **Side flow captured**: 0.03 cfs | **Frontal captured**: 0.63 cfs |
| **Total combined CB flowby**: 0.61 cfs | **Street Flow - S. Evergreen Avenue 12-Inch Water Main** |
Street Flow - Whittier Boulevard
12-Inch Water Main
Appendix B. Agency Correspondence
In response to your question concerning the proposed school site above, we have determined that The Gas Company does currently own and operate a high-pressure (operates over 60 psig) natural gas pipeline within 1,500 ft of the identified School Site. The high-pressure pipeline that is located 4th Street is a 30” diameter steel transmission line. This pipeline was most recently assessed in 2014 using Inline Inspection (ILI) technology as part of the Company’s Integrity Management Program. Based on the results of the assessment, SoCalGas continues to operate and maintain the pipeline safely in accordance with current regulations, including the Department of Transportation, Title 49 of the Code of Federal Regulations (“DOT”, “CFR”), and the California General Order 112F.

Pipe Diameter: 30”
Maximum Allowable Operating Pressure: 650
Classification Status: Active
Nearest Valve North of E Cesar Chavez Ave and Fickett St: Approximately 2 miles
Nearest Valve South of E Cesar Chavez Ave and Fickett St: Approximately 2 miles

Please be advised that the precise location or depth of our pipelines can only be determined by excavation. Please notify Underground Service Alert (USA) at (1-800-422-4133) at least (2) full working days prior to the start of any construction.

The Gas Company operation and maintenance procedures comply with, and may exceed, the DOT, CFR Title 49, Part 192. These Company Procedures are on file with the California Public Utilities Commission that audits The Gas Company’s compliance annually. The Gas Company is aware that the requirement under Title 5, California Code of Regulations, Section 14010 (h), Standards for School Site Selection, applies to gas pipelines near schools, and has been very responsive in providing necessary pipeline data to outside consultants conducting risk analysis studies on proposed school sites. The requirement specifies that:

“The site shall not be located near an above-ground water or fuel storage tank or within 1500 feet of the easement of an above-ground or underground pipeline that can pose a safety hazard as determined by a risk analysis study, conducted by a competent professional, which may include certification from a local public utility commission.”

The Gas Company continues to strive to reduce the risk to public safety through technological advances, an active pipeline integrity management program, and being an active participant in the statewide Underground Service Alert Program. We operate our pipelines at or below the allowable pressures and make every effort to use the latest engineering advances in the design and construction of our pipeline system. As a result, The Gas Company operates nearly 4,000 miles of high-pressure transmission pipelines and over 44,000 miles of distribution lines collectively, contributing to one of the safest pipeline systems in the nation.

Do not hesitate to contact us again if you have further questions.

Sincerely,

SoCalGasTransmissionUtilityRequest@semprautilities.com

/Attachment
Please be advised § 143.5 of General Order 112 F issued by the California Public Utilities Commission prohibits a building or other encroachment to be constructed within the pipeline right-of-way that would hinder maintenance activities on the pipeline or cause a lengthy delay in accessing the pipeline facilities during an emergency.

**Do Not Proceed** with any grading, excavation or other construction activity within the pipeline easement area and/or within fifty feet (50’) of the pipeline. This email/letter does not constitute clearance for any construction work near or around SoCalGas’ Transmission pipeline(s).

Please note the following during planning and design:

- Consideration must be given to the safety of our pipeline during the design and construction stages.

- We will require “final” grading plans and construction profiles prior to the start of construction. Contact SoCalGas as soon as possible at SoCalGasTransmissionUtilityRequest@semprautilities.com to discuss requirements.

- If a conflict is identified and can only be resolved by the relocation of our facilities, which relocation may or may not be at the expense of SoCalGas, please be advised that the projected timetable for the completion of this relocation can take a year or longer. This includes planning, design, material procurement, cathodic protection, permits, environmental issues, construction and capacity constraints.

- All work within SoCalGas’ easement(s) and/or within 50’ of the pipeline(s) must be observed by a SoCalGas Transmission field representative. No work is authorized without the representative. Two-weeks minimum are needed to schedule a representative on standby. We request that you plan accordingly.

- Please call Underground Service Alert (USA) at (800) 422-4133 to have a SoCalGas Transmission field representative locate and mark our active underground facilities at no cost.

Rev.12/28/2017
Mr. Tran,

Thank you for your reply. Your response fully addresses my concerns regarding Line 765 near Roosevelt High School. Based on your response, I am satisfied the pipeline is in full compliance with the applicable pipeline safety regulations and guidelines, and have no further questions at this time. I will be distributing your response internally here at the District and will follow-up with you if we need further clarification.

Best regards,

Jeffrey Otter, PE
LAUSD-OEHS Methane Mitigation Project Manager | Contract Professional
O: 213.241.6073 | C: 714.394.0212

-----Original Message-----
From: Tran, Tuan [mailto:Tuan.Tran@cpuc.ca.gov]
Sent: Monday, March 5, 2018 1:08 PM
To: Otter, Jeffrey
Cc: Bruno, Kenneth; Epuna, Matthewson; Tong, Kan Wai
Subject: RE: SCG Transmission Pipeline and Anticipated Construction at Roosevelt High School Los Angeles

Good Morning Mr. Otter,

Thank you for bringing our attention to the planned construction activity near Roosevelt High School in Los Angeles. The gas transmission line that runs along 4th street near the high school is Line 765 which is owned and operated by SoCalGas (SCG). The transmission line 765 was constructed in 1993, well after federal regulations were in place (~1970). As a result, line 765 was pressure tested in 1993 at a pressure that is at least 1.5 times the maximum allowable operating pressure (MAOP). The established MAOP is 650 psig due to the location of line 765. Line 765 is in a class 3 location, meaning it is in a fairly urbanized area. Therefore, its class 3 designation required the established MAOP of line 765 to be significantly reduced to only 50% of its maximum hoop stress. In other words, this pipeline could theoretically experience a pressure of over 1300 psig without failing; however, it can only be operated at a maximum pressure of ~650 psig because of its location.

To mitigate corrosion, line 765 has a fusion bonded epoxy coating with cathodic protection via an impressed current system. In addition, this pipeline is located in a high consequence area (HCA), which requires the operator to not only have an integrity management plan in place, but also implement it in accordance to the Code of Federal Regulations (CFR) 192.907. All potential threats to this pipeline must be identified, assessed, and evaluated on a routine basis.

I was able to review CPUC's inspection results of the Basin Transmission Area (which is where Line 765 is located) for 2015, 2016, and 2017. There were no potential violations on Line 765 that were discovered during these three annual audits. In other words, CPUC engineers did not find any violations pertaining to Line 765 in regards to CPUC's General Order (GO) 112-F, Referenced Title 49 Code of Federal Regulations, Part 192.

Please contact me at tt2@cpuc.ca.gov or call me at (213) 620-6451 if you have any further inquiries.

CPUC appreciates your prudence relating to gas safety during the anticipated construction activity near Roosevelt High School.

Sincerely,
Hi Mr. Otter,

Please allow me some time to review the last CPUC audit of this transmission line that is near Roosevelt High School and we will draft an appropriate response back to you.

Have a great weekend.

Tuan Tran

Good afternoon Mr. Tran.

Thank you for following up on my December 15th request for support from CPUC in determining the current status of the subject high pressure gas line on 4th Street in Los Angeles in complying with applicable pipeline safety regulations and guidelines.

I received the attached letter from SCG via email on February 1st. It had been mailed to the wrong address on January 8th. The letter indicates that the pipeline was most recently assessed in 2014 and found to be in good condition. The letter also states the pipeline is operated and maintained safely in accordance with current regulations. It notes that the CPUC audits SCG’s compliance annually.

Although SGC’s letter fully answers our questions regarding setbacks, notifications, and monitoring during
WARNING! Distribution Medium and High Pressure Facilities are NO LONGER maintained within this map. ONLY TRANSMISSION FACILITIES are maintained in Strip Maps and Atlas Sheets.
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January 24, 2018

Mr. Steve Bush, P.E.
Senior Engineer
PlaceWorks
Suite 600
700 South Flower Street
Los Angeles, CA 90017

Dear Mr. Bush:

Pipeline Safety Hazard Assessment for Roosevelt High School Modernization – Utility Request

Thank you for your letter dated January 11, 2018, and a map showing the boundary area of your safety hazard assessment for your proposed future improvement project at Theodore Roosevelt High School, located at 456 South Matthews Street in the city of Los Angeles.

As shown on the enclosed map, Metropolitan’s 51-inch-inside-diameter welded steel Palos Verdes Feeder Pipeline, appurtenant manhole structures, and blow-off structures are located along Mott Street, continues across Whittier Boulevard and traverses into Orme Avenue, within your safety hazard assessment site area. Enclosed are prints of our Drawings B-23215 through B-23219, B-35124, H-2221, and H-2222 for your information and use.

The following information regarding our pipeline in the area of the existing site of Roosevelt High School is submitted for your information:

1. Constructed in approximately 1937, Metropolitan’s pipeline is a welded steel pipe. The entire pipeline is cathodically protected and the nearest rectifier is located at our Station 481+84 (approximately 200 feet south of the intersection of the intersection of Mott Street and 6th Street).
2. This pipeline has approximately 8 to 12 feet of cover in the area of the school site. The exact location and depth of our pipeline would need to be verified by potholing under Metropolitan’s supervision.

3. Metropolitan’s Water System Operations field staff patrol all pipeline and facilities on a weekly basis. Periodically, during the scheduled shutdowns, our engineering staff performs visual inspections inside the pipeline. This type of visual inspection is done approximately every 5 to 10 years.

For any further correspondence with Metropolitan relating to this project, please make reference to the Substructures Job Number shown in the upper right-hand corner of this letter. Should you require any additional information, please contact Andrew Hoeschele at (213) 217-6808 or Ahoeschele@mwdh2o.com.

Very truly yours,

[Signature]

Ken Chung
Substructures Team

AH/dl
DOC#: 2019-18-001

Enclosures (9)
METROPOLITAN WATER DISTRICT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE SUBSTRUCTURE INFORMATION HERIN PROVIDED. THE USER ASSUMES RESPONSIBILITY FOR VERIFYING SUBSTRUCTURE LOCATION BEFORE EXCAVATING AND ASSUMES ALL LIABILITY FOR DAMAGE TO METROPOLITAN'S FACILITIES AS A RESULT OF SUCH EXCAVATION. CALL UNDERGROUND SERVICE ALERT AND THE RELEVANT REPRESENTATIVE FROM METROPOLITAN AT LEAST TWO DAYS BEFORE EXCAVATING IN PROXIMITY TO METROPOLITAN'S FACILITIES.
Gas Transmission Pipelines
Hazardous Liquid Pipelines

Pipelines depicted on this map represent gas transmission and hazardous liquid lines only. Gas gathering and gas distribution systems are not represented.

This map should never be used as a substitute for contacting a one-call center prior to excavation activities. Please call 811 before any digging occurs.

Questions regarding this map or its contents can be directed to npms@dot.gov.

Projection: Geographic
Datum: NAD83
Map produced by the Public Viewer application at www.npms.phmsa.dot.gov
Date Printed: Dec 20, 2017