



Board Informative 3: Franco Architects Amendment – Site Issues and Master Planning

Date: October 9, 2017

Action Requested: Board approval of amendment to Franco Architects to resolve site issues and support master planning

Background: Franco Architects is the Architect for the new high school building which will be located at 18220 Sherman Way, adjacent to the existing school building at 18238 Sherman Way. Franco is responsible for the design of the building plus design of the parking lot serving the building on the adjacent parking lot. Franco's scope of work did not anticipate additional work on the existing building or the parking lot serving it. (Refer to Franco contract, attached.)

The new high school building design was completed and then submitted by Franco to the Los Angeles Building & Safety Department (the lead agency for obtaining a building permit) on June 22, 2017. Franco received comments back dated July 7, 2017 (please reference the Clearance Summary Worksheet, attached.) Various minor design deficiencies were noted; these are typical and their resolution is the responsibility of the Architect under its existing contract.

However, the Department of Building & Safety clearance sheet specifically notes that clearance by the City Planning Department is also required, specifically related to the three zoning variances that have been issued for the site: ZA 2014-995; ZA 2008-748; and ZA-2005-3787. The MSA-1 site has multiple zoning related issues to resolve. (Please refer to Board Informative 1 – Zoning and Site Issues at MSA-1.) Demonstrating zoning clearance is a precondition to obtaining a building permit for the new high school building. An initial meeting with Planning confirmed their expectation that MSA will produce documentation sufficient to demonstrate compliance with all Zoning Variance criteria.

While some of these criteria can be sufficiently documented by MSA staff, several other items require design, a building permit, and construction work to demonstrate compliance. This work should have been done years ago. It was not done.

The challenge now is to prevent delay to the high school project permit because of zoning variance work that was not done previously. Staff will approach Planning with the argument that this work is being included in the new building construction, as demonstrated by plans submitted in parallel with the new high school building permit plans, and therefore only plan check should be required as a precondition of obtaining a building permit.

Architectural and engineering support services are required to resolve these issues. These services go beyond the scope of work required in the base contract with Franco Architects. Specific services required include:

- Landscape design – the current Zoning Variance requires that Magnolia hire a landscape architect to design a landscape plan for the 16 foot wide strip adjacent to neighboring residential properties and then construct and maintain that landscaping. This plan must be submitted for a City building permit as a precondition to obtaining a building permit for the new high school building.
- Drainage – the current Zoning Variance requires that Magnolia design and then construct a drainage solution to resolve ponding at the rear of the site which is encroaching on adjacent residential properties. This plan must be submitted for a City building permit as a precondition to obtaining a building permit for the new high school building.
- Striping of parking lot – the current Zoning Variance requires that Magnolia design a striping plan that provides 91 parking slots on the campus. It is anticipated that the next Zoning Variance for the site will reduce the number of parking slots significantly to approximately 60 slots. Staff intends to design the parking lot adjacent to the high school to accommodate all 60 slots so that the parking lot adjacent to the middle school can be used for other non-parking purposes (e.g. athletics and a third building). If this zoning variance is attained prior to completion of the new high school building, the existing middle school parking lot will not be restriped. This striping plan does not require a City building permit, but must be submitted to the Planning department and Traffic Department as a precondition to obtaining a building permit for the new high school building.
- Presentation of compliance documents to the Planning Department. There are more than 20 compliance requirements to be documented. MSA staff will generate documents related to most of

the criteria. Franco will prepare documentation related to those items that require design or drafting. Franco will assemble the documentation package and present to the Planning Department to show compliance with all terms of the current Zoning Variance. Demonstrating compliance with all Zoning Variance to the Planning Department is a precondition to obtaining a building permit for the new high school building.

- Parking lot redesign – the current parking lot design for the new high school which was already submitted for plan check requires revision. Staff is seeking a less expensive pavement design and needs to redesign the drainage system to serve both sites. Staff is also recommending the addition of perimeter fencing, trees, and night lighting. (Board direction is being sought on these recommendations under a different item. Please refer to Board Informative 4 – Site Master Planning.) If this redesign can be accomplished without delaying the building permit, the plans will be modified and re-submitted now. If this re-design would delay the new high school building permit, the re-design will be submitted as a design change after the building permit has been issued; this will result in increased cost and administrative action.
- Master plan support – staff requires assistance in developing a master plan for the site to support Board planning and to support the zoning consultant in seeking a modification to the current Zoning Variance that controls the site (Please refer to Board Informative 4 – Site Master Planning.)

Action requested: Staff requests authorization to issue an amendment to Franco Architects on a Time and Materials basis with a Not to Exceed amount of \$25,000. (Time & Material requires that Franco track all time and submit time sheets for regular approvals by PrimeSource to ensure that costs remain under the approved limit.) Note that this will be the first amendment written to Franco. Franco has performed a limited portion of this work already.

Attachments

- Franco Architects contract
- Proposed Amendment
- Los Angeles Department of Building & Safety – Permit Application and Comment Summary Worksheet Report dated 7/7/17



AIA Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth day of August in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Magnolia Science Academy, School
18238 Sherman Way
Reseda, CA 91335
Telephone Number: (818)609-0507

and the Architect:
(Name, legal status, address and other information)

Franco Architects Inc., Professional Corporation
12345 Ventura Blvd. Ste. H
Studio City, CA 91604
Telephone Number: (818)754-2030 x.4
Fax Number: (818)754-2032

for the following Project:
(Name, location and detailed description)

Magnolia Science Academy 1
18220 Sherman Way
Reseda, CA 91335
Architect will provide design and constructions documents for a New 2-story Type V, 25,300 SF school building for Magnolia Science Academy 1. The new building will include 20 Classrooms, required student & staff restrooms, elevator and administrative areas, and a 7,000 SF rooftop play yard. Site will include student drop-off/pick-up area, trash enclosure, transformer, required parking and landscaping.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Architect will provide design and constructions documents for a New 2-story Type V, 25,000 SF school building for Magnolia Science Academy 1. The new building will include 20 Classrooms, required student & staff restrooms, elevator and administrative areas, and a 7,000 SF rooftop play yard. Site will include student drop-off/pick-up area, trash enclosure, transformer, required parking and landscaping

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

January 30, 2017

- .2 Substantial Completion date:

August 1, 2017

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Two (2) Million

.2 Automobile Liability

Two (2) Million

.3 Workers' Compensation

Statutory

.4 Professional Liability

One (1) Million

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by

the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents

including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect 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 the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Owner	
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings	Owner	
§ 4.1.4 Existing facilities surveys		

§ 4.1.5	Site Evaluation and Planning (B203™–2007)		
§ 4.1.6	Building Information Modeling (E202™–2008)		
§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™–2007)		
§ 4.1.10	Value Analysis (B204™–2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site Project Representation (B207™–2008)		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™–2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner’s consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™–2007)		
§ 4.1.22	Commissioning (B211™–2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™–2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™–2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;

- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Thirty (30) visits to the site by the Architect over the duration of the Project during construction
- .3 Ten (10) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Fixed Fee: \$380,000

Including:

- Structural Engineering,
- Civil Engineering,
- M.E.P. Engineering &
- Landscape Architect

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly or at direct cost of sub-consultant

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly or at direct cost of sub-consultant

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

At direct cost of sub-consultant

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Thirty-five	percent (	35	%)
Bidding or Negotiation Phase	Ten	percent (	10	%)
Construction Phase	Thirty	percent (	30	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Architect	\$185
Engineer	\$185
Project Manager	\$150
Senior Designer	\$120
Designer	\$100
Drafter	\$85

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Paragraphs deleted)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit "A" Schematic Design

Exhibit "B" Scope of work

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Mustafa Sahin

(Printed name and title)

(Signature)

Johann D. Wang , Architect

(Printed name and title)

Additions and Deletions Report for AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:49:48 on 08/18/2016.

PAGE 1

AGREEMENT made as of the Fifteenth day of August in the year Two Thousand Sixteen

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Magnolia Science Academy, School
18238 Sherman Way
Reseda, CA 91335
Telephone Number: (818)609-0507

...

Franco Architects Inc., Professional Corporation
12345 Ventura Blvd. Ste. H
Studio City, CA 91604
Telephone Number: (818)754-2030 x.4
Fax Number: (818)754-2032

...

Magnolia Science Academy 1
18220 Sherman Way
Reseda, CA 91335
Architect will provide design and constructions documents for a New 2-story Type V, 25,300 SF school building for Magnolia Science Academy 1. The new building will include 20 Classrooms, required student & staff restrooms, elevator and administrative areas, and a 7,000 SF rooftop play yard. Site will include student drop-off/pick-up area, trash enclosure, transformer, required parking and landscaping.

PAGE 2

Architect will provide design and constructions documents for a New 2-story Type V, 25,000 SF school building for Magnolia Science Academy 1. The new building will include 20 Classrooms, required student & staff restrooms, elevator and administrative areas, and a 7,000 SF rooftop play yard. Site will include student drop-off/pick-up area, trash enclosure, transformer, required parking and landscaping

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January 30, 2017

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August 1, 2017

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User Notes:

(1297110114)

Two (2) Million

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Two (2) Million

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Statutory

...

One (1) Million

§ 4.1.1	Programming (B202™-2009)	<u>Owner</u>	
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§ 4.1.3	Measured drawings	<u>Owner</u>	
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- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Thirty (30) visits to the site by the Architect over the duration of the Project during construction
- .3 Ten (10) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

[] Arbitration pursuant to Section 8.3 of this Agreement

Fixed Fee: \$380,000

Including:

- Structural Engineering,
- Civil Engineering,
- M.E.P. Engineering &
- Landscape Architect

...

Hourly or at direct cost of sub-consultant

...

Hourly or at direct cost of sub-consultant

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

At direct cost of sub-consultant

...

Schematic Design Phase	<u>Ten</u>	percent (	<u>10</u>)	%)
Design Development Phase	<u>Fifteen</u>	percent (	<u>15</u>)	%)
Construction Documents Phase	<u>Thirty-five</u>	percent (	<u>35</u>)	%)
Bidding or Negotiation Phase	<u>Ten</u>	percent (	<u>10</u>)	%)
Construction Phase	<u>Thirty</u>	percent (	<u>30</u>)	%)

PAGE 17

<u>Architect</u>	<u>\$185</u>
<u>Engineer</u>	<u>\$185</u>
<u>Project Manager</u>	<u>\$150</u>
<u>Senior Designer</u>	<u>\$120</u>
<u>Designer</u>	<u>\$100</u>
<u>Drafter</u>	<u>\$85</u>

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

...

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

—%

PAGE 18

Exhibit "A" Schematic Design
Exhibit "B" Scope of work

...

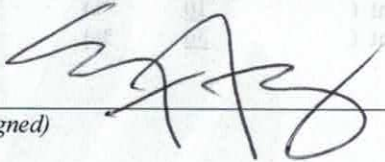
Mustafa Sahin

Johann D. Wang , Architect

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Johann D. Wang, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:49:48 on 08/18/2016 under Order No. 2532915219_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

CEO and Superintendent

(Title)

9-19-2016

(Dated)



Magnolia Science Academy - 1 New High School Classroom Project Design Contract Amendment



Project: Magnolia Science Academy 1 – New High School Building, 18238 Sherman Way, Reseda, CA

Architect: Franco Architects, Inc. - A Professional Corporation

Contract Date: August 15, 2016

Amendment Number: 1

Amendment Date: October 9, 2017

Amendment Scope:

This is an amendment to the Architectural services contract between Franco Architects and Magnolia Public Schools to design new high school building and related features. Added services are required to obtain a letter of determination approval and permit clearance related to Zoning Variance ZA 2014-995. The base contract scope only includes work at parcels at 18220 Sherman Way, the site of the new high school building. The project scope is expanded to include limited work on the parking lot parcel at 18238 Sherman Way. Additional services required include: (1) re-stripe plan and permit for both 18238; (2) landscape design plan and permit for 18238; (3) drainage design plan and permit for 18238; (4) revised drainage plan and pavement section at 18220; (5) meetings with planning department to demonstrate compliance with zoning variance requirements; (6) preliminary site master planning assistance for future building placement impacting site landscape and drainage design.

Compensation:

Work is to be performed by Architect on a Time & Material basis with a cost Not to Exceed \$25,000 at the hourly rates specified in Paragraph 11.4 of the contract. This amendment will reimburse services already provided and services to be performed.

Contract Summary:

Original Contract Value:	\$380,000.00
Previous Amendments:	-\$0-
Current Amendment:	<u>\$25,000.00</u>
Amended Contract Total:	\$405,000.00

Approved:

Architect – Franco Architects, Inc.

Magnolia Science Academy

By: _____
Etmny Cornejo

By: _____
Mustafa Sahin

18220 W Sherman Way



Application #: B17LA10287
Plan Check #: B17LA10287
Event Code:

17010 - 10000 - 02289
Printed: 07/07/17 01:08 PM

Bldg-New GREEN - MANDATORY Commercial Regular Plan Check Plan Check	City of Los Angeles - Department of Building and Safety APPLICATION FOR BUILDING PERMIT AND CERTIFICATE OF OCCUPANCY	Last Status: PC Assigned Status Date: 07/05/2017
---	--	---

1. TRACT	BLOCK	LOT(s)	ARB	COUNTY MAP REF #	PARCEL ID # (PIN #)	2. ASSESSOR PARCEL #
TR 21799		1		M B 617-42/44	183B125 217	2125 - 036 - 021

3. PARCEL INFORMATION Airport Hazard Area - Horizontal Surface Area Area Planning Commission - South Valley LADBS Branch Office - VN Council District - 3 Community Design Overlay District - Reseda Central Bu	Certified Neighborhood Council - Reseda Community Plan Area - Reseda - West Van Nuys Census Tract - 1323.00 District Map - 183B125 Energy Zone - 9	Fire District - 2 Near Source Zone Distance - 10.2 School Within 500 Foot Radius - YES Thomas Brothers Map Grid - 530-J5
---	--	---

ZONES(S): [Q]C2-1L-CDO

4. DOCUMENTS			
ZI - ZI-2339 Reseda Central Business Di	ZA - ZA-2008-748-ZV	ORD - ORD-162925	ORD - ORD-176557
ZA - ZA-1988-350-CUB	ZA - ZA-2014-995-ZV	ORD - ORD-169649	ORD - ORD-176558
ZA - ZA-1993-594-CUZ	ORD - ORD-109345	ORD - ORD-171941	ORD - ORD-176619
ZA - ZA-2005-3787-ZV	ORD - ORD-119865	ORD - ORD-172925	CPC - CPC-11708

5. CHECKLIST ITEMS	
Special Inspect - Structural Observation	Permit Flag - Fire Life Safety Clearance Reqd
Special Inspect - Structural Wood (periodic)	Storm Water - LID Project
Std. Work Descr - Excess Flow Shut Off Valve	

6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION		
Owner(s): MAGNOLIA EDUCATIONAL AND RESE/	13950 MILTON AVE UNIT 200	WESTMINSTER CA 92683
Tenant:		
Applicant: (Relationship: Other) ETMNY CORNEJO - FRANCO ARCHITE	12345 VENTURA BL. SUITE H	STUDIO CITY, CA 91604 (818) 754-2030

7. EXISTING USE	PROPOSED USE (18) Charter School - high scho	8. DESCRIPTION OF WORK NEW 2 STORY WITH ROOF TOP PLAY YARD BUILDING FOR NEW HIGH SCHOOL (GRADE 9 - 12). TYPE IIIB, FULLY SPRINKLER.
------------------------	--	---

9. # Bldgs on Site & Use: 1 OF 3

10. APPLICATION PROCESSING INFORMATION		For inspection requests, call toll-free (888) LA4BUILD (524-2845). Outside LA County, call (213) 482-0000 or request inspections via www.ladbs.org . To speak to a Call Center agent, call 311. Outside LA County, call (213) 473-3231.
BLDG. PC By:	DAS PC By: Eddie Garin	
OK for Cashier:	Coord. OK:	

Signature: _____ Date: _____ **For Cashier's Use Only** W/O #: 71002289

11. PROJECT VALUATION & FEE INFORMATION Final Fee Period		
Permit Valuation: \$4,500,000	PC Valuation:	
FINAL TOTAL Bldg-New	37,365.98	School District Commercial Area 13,588.02
Permit Fee Subtotal Bldg-New	18,212.13	CA Bldg Std Commission Surchar 180.00
Energy Surcharge		Green Building
Handicapped Access		Permit Issuing Fee 0.00
Plan Check Subtotal Bldg-New	0.00	
Off-hour Plan Check	0.00	
Plan Maintenance	300.00	
E.Q. Instrumentation	1,260.00	
D.S.C. Surcharge	593.16	
Sys. Surcharge	1,186.33	
Planning Surcharge	1,110.73	
Planning Surcharge Misc Fee	10.00	
Planning Gen Plan Maint Surchar	925.61	
Sewer Cap ID:	Total Bond(s) Due:	

12. ATTACHMENTS
Plot Plan



* P 1 7 0 1 0 1 0 0 0 0 0 2 2 8 9 F N *

13. STRUCTURE INVENTORY (Note: Numeric measurement data in the format "number / number" implies "change in numeric value / total resulting numeric value")

17010 - 10000 - 02289

- (P) Floor Area (ZC): +25163 Sqft / 25163 Sqft
- (P) Height (BC): +41 Feet / 41 Feet
- (P) Height (ZC): +43 Feet / 43 Feet
- (P) Length: +132.5 Feet / 132.5 Feet
- (P) Stories: +3 Stories / 3 Stories
- (P) Width: +104 Feet / 104 Feet
- (P) NFPA-13 Fire Sprinklers Thru-out
- (P) A3 Occ. Group: +6213 Sqft / 6213 Sqft
- (P) B Occ. Group: +1657 Sqft / 1657 Sqft
- (P) E Occ. Group: +14534 Sqft / 14534 Sqft
- (P) S2 Occ. Group: +479 Sqft / 479 Sqft
- (P) A3 Occ. Load: +408 Max Occ. / 408 Max Occ.
- (P) E Occ. Load: +726 Max Occ. / 726 Max Occ.
- (P) Long Term Bicycle Parking Provided for Bldg: +4 Sp
- (P) Long Term Bicycle Parking Req'd for Bldg: +4 Space
- (P) Parking Req'd for Bldg (Auto+Bicycle): +121 Stalls /
- (P) Provided Offsite for Bldg: +35 Stalls / 35 Stalls
- (P) Short Term Bicycle Parking Provided for Bldg: +82 S
- (P) Short Term Bicycle Parking Req'd for Bldg: +82 Spac
- (P) Type III-B Construction

14. APPLICATION COMMENTS:

** Approved Seismic Gas Shut-Off Valve may be required. ** 1) car parking will be provided off-site 2) with 30% bicycle parking repacement, required parking: 35 cars, 82 short term bicycle, and 4 long term bicycle.

15. BUILDING RELOCATED FROM:

16. CONTRACTOR, ARCHITECT & ENGINEER NAME	ADDRESS	CLASS	LICENSE #	PHONE #

PLAN CHECK EXPIRATION: Unless a shorter period of time has been established by an official action, plan check approval expires one and a half years after the plan check fee has been paid.

18220 W SHERMAN WAY

Courier? (Yes or No)

- P.C.
- N.P.
- S.P.I.
- D.A.S.
- G.P.I.
- D.P.I.

USE: C	17010 - 10000 - 02289
10	Plan Check Number - Regular PC B17LA10287FO

Submittal Date: 06/22/2017

Notes: _____

PC Engr: _____

Ready for Pick-up

Bldg-New	City of Los Angeles - Department of Building and Safety	Plan Check #: B17LA10287FO
Commercial	17010 - 10000 - 02289	Plans Filed in: METRO
Regular Plan Check	CLEARANCE SUMMARY WORKSHEET	Printed On: 07/07/17 13:08:34

IMPORTANT: This summary documents the clearance(s) required prior to permit issuance. Most clearance(s) are granted electronically, however this form will also be completed so that in the event of a computer outage, there is evidence of the clearance action(s). Keep this form with all other documents necessary to obtain the permit.

INSTRUCTIONS

APPLICANT/REPRESENTATIVE: You are advised to initiate the approval process for the following permit application clearance(s) marked as "Not Cleared" as soon as possible, in order to allow adequate time to obtain the approvals. Certain departments (such as the Department of City Planning) may require additional plan review and approval process, which may include mandatory appeal periods. The address and phone number of the specific agency corresponding to the "Address Code:" shown for each clearance is indicated at the end of this form and it is recommended that you call before appearing in person. Remember to bring a copy of the permit application to the clearance agency for their reference. A "Cleared" condition requires no further action on your part.

CLEARANCE AGENCIES: For city agencies, perform electronic clearance action(s) using PCIS and complete this form. For non-city agencies or PCIS outages, complete this form.

Description of Work: NEW 2 STORY WITH ROOF TOP PLAY YARD BUILDING FOR NEW HIGH SCHOOL(GRADE 9 - 12). TYPE IIIB, FULLY SPRINKLER.	<p style="text-align:center;">Building & Safety Contact</p> Plan Check Office: PC Engineer:
---	---

Status	Clearance Description and New Status	
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: New or unrecognized address Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: The fee authorized by Ord. 176,300 for PW/Eng to process clearance(s) for LADBS issued permits Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Lot subject to highway dedication. NOTE: This sign-off is not to be construed as a sign-off on any engineering requirements associated with any planning/discretionary action. This is strictly a sign-off applicable to LAMC 12.37 only. Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Roof and/or site drainage to street. Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Sewer availability and connection Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Work Adjacent to or Removal of Lateral Support of Public Way Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: "Q" conditions per 12.32G.2 (Qualified classification) Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: CPC-2002-1263-CDO-ZC-MS Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case # ZA-2005-3787-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case # ZA-1988-350-CUB Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case #ZA-2008-748-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case #ZA-1993-594-CUZ Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case #ZA-2014-995-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Information File #:ZI-2339 Reseda Central Business District Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Department of Building and Safety Address Code: 4 Electronic Clearance <input type="checkbox"/> By : <u>EGARIN</u> Comments:	Description: Approval of Disabled Access corrections Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Department of Building and Safety Address Code: 4 Electronic Clearance <input type="checkbox"/> By : <u>NNEJAD</u> Comments:	Description: Approval for Green Building - Mandatory Compliance Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Los Angeles Fire Department Address Code: 5 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Fire Marshall Fire Life Safety Projects Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

Not Cleared	Agency: Los Angeles Fire Department Address Code: 5 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Hydrants and access around building Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Bureau of Sanitation Address Code: 19 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Obtain plan approval for development with more than 500 sf. floor area Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

End of Clearance(s) for 17010 - 10000 - 02289. Refer to "ADDRESS CODES" sheet for clearance agency address/phone information.

CLEARANCE AGENCY "ADDRESS CODES"

(NOTE: Address Code 3 not in use at this time - Contact your plan check engineer for instructions)

Code	Agency Name	Agency Address	(Call First)
1	Bureau of Engineering (Within Central District)	- Address Approval - Highway Dedication / Hillside Ord - Flood/Drainage: 1149 S Broadway Appointment required - call first	(213) 482-7030 (213) 482-7030 (213) 485-4820
	Figueroa Plaza: 201 N. Figueroa Street (See NOTE at bottom right)	- Sewer / Driveway - Excavation/Marquee: 201 N. Fig. St., 3rd Flr Harbor District - (7:30 am to 4:30 pm) 638 S. Beacon St., Suite 427, San Pedro Valley District - 6262 Van Nuys Blvd., Room 251, Van Nuys West Los Angeles District - 1828 Sawtelle Blvd., 3rd Floor, West LA 1149 S. Broadway, 3rd Floor	(213) 482-7030 (213) 482-7048 (310) 732-4677 (818) 374-5090 (310) 575-8384
1	Bureau of Engineering (Outside Central District)		(213) 482-7030 (213) 482-7048 (310) 732-4677
1	Street Use Permits		(818) 374-5090
2	Department of City Planning		(213) 847-6000
Development Services Center (DSC) - All City Planning Questions & Clearances via walk-in. All Case Filing & Case Condition Clearing via appointment. Hours: M, T, Th, F from 7:30 AM to 4:30 PM. W from 9:00 AM to 4:30 PM.			
	DSC Metro Counter, Fig. Plaza	201 N. Figueroa St., 4th Floor, Los Angeles	(213) 482-7077
	DSC Valley Counter, Marvyn Braude Bldg	6262 Van Nuys Blvd., Rm. 251, Van Nuys	(818) 374-5050
	Office of Historic Resources (OHR) - HPOZ/Historic-Cultural Monuments/Mills Act. APPT. ONLY		
	Historic Monuments & Mills Act	City Hall, 200 N. Spring St., Rm. 620, Los Angeles	(213) 978-1200
	HPOZ	City Hall, 200 N. Spring St., Rm. 601, Los Angeles	(213) 978-1198
Plan Implementation Division & Neighborhood Projects - Specific Plans/DRB/CDO/TOD/SIN/SSO/ROD/CPHO. APPT. ONLY			
	Metro Neighborhood Projects	City Hall, 200 N. Spring St., Rm. 621, Los Angeles	(213) 978-1160
	Valley Neighborhood Projects	M. Braude Bldg, 6262 Van Nuys Blvd., Rm. 430, Van Nuys cityplanning.lacity.org. Click on "Development Services Centers", then "Make Appointment" cityplanning.lacity.org. Click on "Planning Contacts"	(818) 374-5072
	Schedule Case Filing or Case Condition Clearance - Online: Department Phone Directory - Online:		
4	Building & Safety Figueroa Plaza: 201 N. Figueroa Street (See NOTE at bottom right)	Disabled Access: See DA corrections Hold / ZI: See plan check engineer Grading: Go to District Office for project	Call plan checker Call plan checker (213) 482-0480
5	Fire Department Figueroa Plaza: 201 N. Figueroa Street (See NOTE at bottom right)	Construction Services Unit: 201 N. Figueroa St., Rm. 300 Hydrants and Access Unit: 201 N. Figueroa St., Rm. 300 Van Nuys: 6262 Van Nuys Blvd., Rm. 251 West LA: 1828 Sawtelle Blvd., 2nd Floor	(213) 482-6900 (213) 482-6543 (818) 374-5005 (310) 575-8271
6	Transportation Department ZI 1729, 1870 = West Valley ZI 1448, 1874, 1887, 2192 = WLA ZI 2351 = DOT @ CalTrans Building (All others = Fig. Plaza)	Fig. Plaza: 201 N. Fig. St. - (See NOTE) (Only check payments accepted) West Valley: 6262 Van Nuys Blvd., #320 West LA: 7166 W. Manchester Ave. - Additional Phone # for WLA CalTrans: 100 S. Main St., 9th Floor Bicycle Corrals: 100 S. Main St., 9th Floor	(213) 482-7024 (818) 374-4699 (213) 485-1062 (310) 524-8253 (213) 972-4962

NOTE: For clearances required from agencies located at 201 N. Figueroa Street (between Temple St. & 1st St. in downtown Los Angeles), sign-in at the 4th floor receptionist counter for a "Q-Matic" referral to the appropriate 3rd or 4th floor counter.

Bldg-New
Commercial
Plan Check

City of Los Angeles - Department of Building and Safety

Plan Check #: B17LA10287FO
Initiating Office: METRO
Printed on: 07/07/17 13:08:41

PLOT PLAN ATTACHMENT

(DO NOT DRAW, WRITE, OR PASTE ATTACHMENTS OUTSIDE BORDER)

13. STRUCTURE INVENTORY (Note: Numeric measurement data in the format "number / number" implies "change in numeric value / total resulting numeric value") **17020 - 10000 - 01750**

- (P) Floor Area (ZC): 0 Sqft / 0 Sqft
- (P) B Occ. Group: 0 Sqft / 0 Sqft
- (P) Parking Req'd for Site (Auto+Bicycle): +35 Stalls / 35
- (P) Provided Compact for Site: Stalls
- (P) Provided Disabled for Site: +2 Stalls / 2 Stalls
- (P) Provided Standard for Site: +33 Stalls / 33 Stalls
- (P) Total Provided Parking for Site: Stalls

14. APPLICATION COMMENTS:	
----------------------------------	--

15. BUILDING RELOCATED FROM:

16. CONTRACTOR, ARCHITECT & ENGINEER NAME	ADDRESS	CLASS	LICENSE #	PHONE #
(A) WANG, JOHANN D	3375 CANTON WAY,	STUDIO CITY, CA 91604	C27010	

PLAN CHECK EXPIRATION: Unless a shorter period of time has been established by an official action, plan check approval expires one and a half years after the plan check fee has been paid.

18220 W SHERMAN WAY

Courier? (Yes or No)

- P.C.
- N.P.
- S.P.I.
- D.A.S.
- G.P.I.
- D.P.I.

USE:	17020 - 10000 - 01750
	Plan Check Number - Regular PC
0	B17LA10287

Submittal Date: 06/22/2017

Notes: _____

PC Engr: _____

Ready for Pick-up

Nonbldg-New

City of Los Angeles - Department of Building and Safety

Plan Check #: B17LA10287

Commercial

17020 - 10000 - 01750

Plans Filed in: METRO

Regular Plan Check

CLEARANCE SUMMARY WORKSHEET

Printed On: 07/07/17 13:09:54

IMPORTANT: This summary documents the clearance(s) required prior to permit issuance. Most clearance(s) are granted electronically, however this form will also be completed so that in the event of a computer outage, there is evidence of the clearance action(s). Keep this form with all other documents necessary to obtain the permit.

INSTRUCTIONS

APPLICANT/REPRESENTATIVE: You are advised to initiate the approval process for the following permit application clearance(s) marked as "Not Cleared" as soon as possible, in order to allow adequate time to obtain the approvals. Certain departments (such as the Department of City Planning) may require additional plan review and approval process, which may include mandatory appeal periods. The address and phone number of the specific agency corresponding to the "Address Code:" shown for each clearance is indicated at the end of this form and it is recommended that you call before appearing in person. Remember to bring a copy of the permit application to the clearance agency for their reference. A "Cleared" condition requires no further action on your part.

CLEARANCE AGENCIES: For city agencies, perform electronic clearance action(s) using PCIS and complete this form. For non-city agencies or PCIS outages, complete this form.

Description of Work: OFF-SITE PARKING LOT ACROSS ALLEY, RE-STRIPPING NEW LANDSCAPE AREA,	Building & Safety Contact Plan Check Office: PC Engineer:
--	--

Status	Clearance Description and New Status	
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: New or unrecognized address Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: The fee authorized by Ord. 176,300 for PW/Eng to process clearance(s) for LADBS issued permits Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Bureau of Engineering Address Code: 1 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: Roof and/or site drainage to street Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: "Q" conditions per 12.32G.2 (Qualified classification) Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: CPC-2002-1263-CDO-ZC-MS Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: Parking lot w/ >20 cars per 12.21A6(g) or (h), or >6 cars per 12.42B Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: Reseda Central Business District Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: Zoning Administrator Case # ZA-1993-594-CUZ Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: Zoning Administrator Case # ZA-2008-748-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: Zoning Administrator Case # ZA-2014-995-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: Zoning Administrator Case #:ZA-2005-3787-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: Bureau of Sanitation Address Code: 19 Electronic Clearance <input type="checkbox"/> By : <u>ASHABEST</u> Comments:	Description: Obtain plan approval for development with more than 500 sf. floor area Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

End of Clearance(s) for 17020 - 10000 - 01750. Refer to "ADDRESS CODES" sheet for clearance agency address/phone information.

Nonbldg-New
Commercial
Plan Check

City of Los Angeles - Department of Building and Safety

Plan Check #: B17LA10287
Initiating Office: METRO
Printed on: 07/07/17 13:10:00

PLOT PLAN ATTACHMENT

(DO NOT DRAW, WRITE, OR PASTE ATTACHMENTS OUTSIDE BORDER)

18220 W Sherman Way



Application #: 17020 - 10000 - 01751
Plan Check #: B17LA10287
Event Code:

17020 - 10000 - 01751

Printed: 07/07/17 01:10 PM

Nonbldg-New Commercial Regular Plan Check Plan Check	City of Los Angeles - Department of Building and Safety APPLICATION FOR BUILDING PERMIT AND CERTIFICATE OF OCCUPANCY	Last Status: PC Assigned Status Date: 07/05/2017
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L TRACT	BLOCK	LOT(s)	ARB	COUNTY MAP REF #	PARCEL ID # (PIN #)	ASSESSOR PARCEL #
TR 21799		1		M B 617-42/44	183B125 217	2125 - 036 - 021

3. PARCEL INFORMATION Airport Hazard Area - Horizontal Surface Area Area Planning Commission - South Valley LADBS Branch Office - VN Council District - 3 Community Design Overlay District - Reseda Central Bu	Certified Neighborhood Council - Reseda Community Plan Area - Reseda - West Van Nuys Census Tract - 1323.00 District Map - 183B125 Energy Zone - 9	Fire District - 2 Near Source Zone Distance - 10.2 School Within 500 Foot Radius - YES Thomas Brothers Map Grid - 530-J5
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ZONES(S): [Q]C2-1L-CDO

4. DOCUMENTS	ZI - ZI-2339 Reseda Central Business Di	ZA - ZA-2008-748-ZV	ORD - ORD-162925	ORD - ORD-176557
	ZA - ZA-1988-350-CUB	ZA - ZA-2014-995-ZV	ORD - ORD-169649	ORD - ORD-176558
	ZA - ZA-1993-594-CUZ	ORD - ORD-109345	ORD - ORD-171941	ORD - ORD-176619
	ZA - ZA-2005-3787-ZV	ORD - ORD-119865	ORD - ORD-172925	CPC - CPC-11708

5. CHECKLIST ITEMS

6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION
Owner(s): MAGNOLIA EDUCATIONAL AND RESE/ 13950 MILTON AVE UNIT 200 WESTMINSTER CA 92683
Tenant:
Applicant: (Relationship: Other) ETMNY CORNEJO - FRANCO ARCHITI 12345 VENTURA BL. SUITE H STUDIO CITY, CA 91604 (818) 754-2030

7. EXISTING USE	PROPOSED USE (23) Fence Wall	8. DESCRIPTION OF WORK TRASH CLOSURE.
------------------------	--	---

9. # Bldgs on Site & Use: 3 OF 3

10. APPLICATION PROCESSING INFORMATION	DAS PC By: Eddie Garin Coord. OK:	Signature: _____ Date: _____
---	--------------------------------------	------------------------------

For inspection requests, call toll-free (888) LA4BUILD (524-2845).
Outside LA County, call (213) 482-0000 or request inspections via
www.ladbs.org. To speak to a Call Center agent, call 311. Outside
LA County, call (213) 473-3231.

For Cashier's Use Only W/O #: 72001751

11. PROJECT VALUATION & FEE INFORMATION Final Fee Period	
Permit Valuation: \$10,000	PC Valuation: \$0
FINAL TOTAL Nonbldg-New	244.45
Permit Fee Subtotal Nonbldg-New	165.00
Plan Check Subtotal Nonbldg-New	0.00
Off-hour Plan Check	0.00
E.Q. Instrumentation	2.80
D.S.C. Surcharge	5.84
Sys. Surcharge	11.69
Planning Surcharge	11.52
Planning Surcharge Misc Fee	10.00
Planning Gen Plan Maint Surchar	9.60
CA Bldg Std Commission Surchar	1.00
Permit Issuing Fee	27.00
Sewer Cap ID:	Total Bond(s) Due:

12. ATTACHMENTS



* P 1 7 0 2 0 1 0 0 0 0 0 1 7 5 1 F N *

13. STRUCTURE INVENTORY (Note: Numeric measurement data in the format "number / number" implies "change in numeric value / total resulting numeric value")

17020 - 10000 - 01751

14. APPLICATION COMMENTS:

15. BUILDING RELOCATED FROM:

16. CONTRACTOR, ARCHITECT & ENGINEER NAME	ADDRESS	CLASS	LICENSE #	PHONE #
(A) WANG, JOHANN D	3375 CANTON WAY,	STUDIO CITY, CA 91604	C27010	

PLAN CHECK EXPIRATION: Unless a shorter period of time has been established by an official action, plan check approval expires one and a half years after the plan check fee has been paid.

18220 W SHERMAN WAY

Courier? (Yes or No)

P.C. N.P. S.P.I.
 D.A.S. G.P.I. D.P.I.

USE:	17020 - 10000 - 01751
	Plan Check Number - Regular PC
0	B17LA10287

Submittal Date: 06/22/2017

Notes: _____

PC Engr: _____

Ready for Pick-up

Nonbldg-New	City of Los Angeles - Department of Building and Safety	Plan Check #: B17LA10287
Commercial	17020 - 10000 - 01751	Plans Filed in: METRO
Regular Plan Check	CLEARANCE SUMMARY WORKSHEET	Printed On: 07/07/17 13:10:30

IMPORTANT: This summary documents the clearance(s) required prior to permit issuance. Most clearance(s) are granted electronically, however this form will also be completed so that in the event of a computer outage, there is evidence of the clearance action(s). Keep this form with all other documents necessary to obtain the permit.

INSTRUCTIONS

APPLICANT/REPRESENTATIVE: You are advised to initiate the approval process for the following permit application clearance(s) marked as "Not Cleared" as soon as possible, in order to allow adequate time to obtain the approvals. Certain departments (such as the Department of City Planning) may require additional plan review and approval process, which may include mandatory appeal periods. The address and phone number of the specific agency corresponding to the "Address Code:" shown for each clearance is indicated at the end of this form and it is recommended that you call before appearing in person. Remember to bring a copy of the permit application to the clearance agency for their reference. A "Cleared" condition requires no further action on your part.

CLEARANCE AGENCIES: For city agencies, perform electronic clearance action(s) using PCIS and complete this form. For non-city agencies or PCIS outages, complete this form.

Description of Work: TRASH CLOSURE.	<p style="text-align:center;">Building & Safety Contact</p> <p>Plan Check Office:</p> <p>PC Engineer:</p>
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Status	Clearance Description and New Status	
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: "Q" conditions per 12.32G.2 (Qualified classification) Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: CPC-2002-1263-CDO-ZC-MSD Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case #:ZA-2005-3787-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case #ZA-1993-594-CUZ Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case #ZA-1988-350-CUB Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case #ZA-2014-995-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Administrator Case #ZA-2008-748-ZV Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____
Not Cleared	Agency: City Planning Department Address Code: 2 Electronic Clearance <input type="checkbox"/> By : <u>LLLEE</u> Comments:	Description: Zoning Information File #ZI-2339 Reseda Central Business District Date: _____ Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____

End of Clearance(s) for 17020 - 10000 - 01751. Refer to "ADDRESS CODES" sheet for clearance agency address/phone information.

CLEARANCE AGENCY "ADDRESS CODES"

(NOTE: Address Code 3 not in use at this time - Contact your plan check engineer for instructions)

Code	Agency Name	Agency Address	(Call First)
1	Bureau of Engineering (Within Central District) Figueroa Plaza: 201 N. Figueroa Street (See NOTE at bottom right)	- Address Approval - Highway Dedication / Hillside Ord - Flood/Drainage: 1149 S. Broadway Appointment required - call first - Sewer / Driveway - Excavation/Marquee: 201 N. Fig. St., 3rd Flr Harbor District - (7:30 am to 4:30 pm) 638 S. Beacon St., Suite 427, San Pedro Valley District - 6262 Van Nuy's Blvd., Room 251, Van Nuy's West Los Angeles District - 1828 Sawtelle Blvd., 3rd Floor, West LA 1149 S. Broadway, 3rd Floor	(213) 482-7030 (213) 482-7030 (213) 485-4820 (213) 482-7030 (213) 482-7048 (310) 732-4677 (818) 374-5090 (310) 575-8384 (213) 847-6000
2	Department of City Planning Development Services Center (DSC) - All City Planning Questions & Clearances via walk-in. All Case Filing & Case Condition Clearing via appointment. Hours: M, T, Th, F from 7:30 AM to 4:30 PM. W from 9:00 AM to 4:30 PM. DSC Metro Counter, Fig. Plaza DSC Valley Counter, Marvin Braude Bldg Office of Historic Resources (OHR) - HPOZ/Historic-Cultural Monuments/Mills Act. APPT ONLY Historic Monuments & Mills Act HPOZ Plan Implementation Division & Neighborhood Projects - Specific Plan/DRB/CDO/TOD/SN/SSO/POD/CPD APPT ONLY Metro Neighborhood Projects Valley Neighborhood Projects Schedule Case Filing or Case Condition Clearance - Online: Department Phone Directory - Online:		(213) 482-7077 (818) 374-5050 (213) 978-1200 (213) 978-1198 (213) 978-1160 (818) 374-5072
4	Building & Safety Figueroa Plaza: 201 N. Figueroa Street (See NOTE at bottom right)	Disabled Access: See DA corrections Hold / Zi: See plan check engineer Grading: Go to District Office for project	Call plan checker Call plan checker (213) 482-0480 (213) 482-6900
5	Fire Department Figueroa Plaza: 201 N. Figueroa Street (See NOTE at bottom right)	Hydrants and Access Unit: 201 N. Figueroa St., Rm. 300 Van Nuy's: 6262 Van Nuy's Blvd., Rm. 251 West LA: 1828 Sawtelle Blvd., 2nd Floor	(213) 482-6543 (818) 374-5005 (310) 575-8271 (213) 482-7024
6	Transportation Department ZI 1729, 1870 = West Valley ZI 1448, 1874, 1887, 2192 = WLA ZI 2351 = DOT @ CalTrans Building (All others = Fig. Plaza)	Fig. Plaza: 201 N. Fig. St. - (See NOTE) (Only check payments accepted) West Valley: 6262 Van Nuy's Blvd., #320 West LA: 7166 W. Manchester Ave. - Additional Phone # for WLA CalTrans: 100 S. Main St., 9th Floor Bicycle Corrals: 100 S. Main St., 9th Floor	(213) 482-7024 (818) 374-4699 (213) 485-1062 (310) 524-8253 (213) 972-4962

Code	Agency Name	Agency Address	(Call First)
7	Los Angeles County Health Department Admin. HQ: 5050 Commerce Dr. Baldwin Park, (626) 430-5560	3530 Wilshire Blvd., 9th Floor, LA 90010 14500 Roscoe Blvd. 5th floor, Panorama City 6053 Bristol Pkwy., 2nd Floor, Culver City 122 W. 8th St., Rm 20-A, San Pedro	(213) 351-7895 (818) 672-2200 (310) 665-8483 (310) 665-8450
8	Community Redevelopment Agency (CRA)	Figueroa Plaza: 201 N. Figueroa St., Wed. Only (See NOTE at bottom right)	(213) 482-6595
9	Calif. Div. of Occupational Safety and Health Appointment required - call first	320 W. 4th St., Rm. 850, LA 6150 Van Nuy's Blvd., Rm. 405, Van Nuy's	(213) 576-7451 (818) 901-5403
10	South Coast Air Quality Management District (SCAQMD)	21865 E. Copley Dr., Diamond Bar Hours: T - F, 7:30 am-5:00 pm	(800) 388-2121 ** Call first **
11	Department of Conservation, Division of Oil and Gas	5816 Corporate Ave., Rm. 200, Cypress	(714) 816-6847
12	Cultural Affairs Department 201 N. Figueroa St., 14th Floor, LA	City Property/Marques/Public Way), Arts Development Fees, and Mural Signs	(213) 202-5500
13	Department of Water and Power, Real Estate Division	221 N Figueroa St. LA, 16th floor, Suite 1600 Please allow 2-6 weeks to process request	(213) 367-0562
16	Housing Department Density bonus/parking incentive Demo/reduction of units/rooms Tenant Habitability Plan	1200 W. 7th St., 1st Floor 1200 W. 7th St., 1st Floor 3550 Wilshire Blvd., #1500, Koreatown 201 N. Figueroa St., 4th Floor	(213) 808-8843 (213) 808-8537 (213) 252-2852
17	Metro. Trans. Authority (MTA) Primary Contact: Aspet Davidian Email: davidiana@metro.net	MTA, Project Engineering Facilities One Gateway Plaza - 16th Floor Los Angeles, CA 90012	Call for appointment. (213) 922-5285
18	Port of Los Angeles	425 S. Palos Verdes St., San Pedro	(310) 732-3850
19	Bureau of Sanitation	Industrial Waste Mgmt. Div. (Fats/Oils/Grease) 2714 Media Center Dr., Grassell Park	Call for appointment. (323) 342-6118
20	LA County Fire Department	Watershed Project Division (Stormwater) Recycling Division (Waste Hauler) 201 N. Figueroa St., 3rd Floor 5825 Rickenbacker Rd., Commerce Hours: Monday - Thursday, 8:30 am-3:30 pm	(213) 482-7066 (323) 890-4106 ** Call First ** (424) 646-5174 or Email
21	Los Angeles World Airport Email: LAXPlanning@lawa.org	1 World Way Administration East, Room 218	(213) 482-7066
22	Office of Finance	Fig. Plaza: 201 N. Fig. St. - (See NOTE) Van Nuy's: 6262 Van Nuy's Blvd., Rm. 110 West LA: 1828 Sawtelle Blvd., Rm. 102 City Hall: 200 N. Spring St., Rm. 101	(818) 374-6850 (310) 575-8888 (844) 663-4411
23	Bureau of Street Services, Urban Forestry Division	1149 S. Broadway, 4th Floor Los Angeles, CA 90015	(213) 847-3077

NOTE: For clearances required from agencies located at 201 N. Figueroa Street (between Temple St. & 1st St. in downtown Los Angeles), sign-in at the 4th floor receptionist counter for a "Q-Matic" referral to the appropriate 3rd or 4th floor counter.

Nonbldg-New
Commercial
Plan Check

City of Los Angeles - Department of Building and Safety

Plan Check #: B17LA10287
Initiating Office: METRO
Printed on: 07/07/17 13:10:36

PLOT PLAN ATTACHMENT

(DO NOT DRAW, WRITE, OR PASTE ATTACHMENTS OUTSIDE BORDER)



Board Informative 4: MSA-1 Site Master Planning and Third Building

Board Informative 4: MSA-1 Site Master Planning and Third

Building Date: October 9, 2017

Action Requested: Staff is requesting Board direction on the question of a third building at the campus and various site planning questions. (Please refer to MSA-1 Site Master Planning Questions, attached.) Specific direction requested on the site and third building includes:

- (1) The first question is whether or not to plan for a third building to meet underserved needs on campus?
- (2) If a building, what configuration to use, a one-story or two-story configuration?
- (3) How big should the building be?
- (4) Should the building accommodate competitive sports?
- (5) What size groups should be accommodated?
- (6) Should the building accommodate combined or staggered dining for both schools?
- (7) Are there other functions or support spaces required?
- (8) What is the realistic budget for this building?
- (9) Is this a near term project or a project for the future?

Specific direction requested on site planning includes:

- (1) Where should the building go on the site?
- (2) Is an outdoor athletic area a good use of the site and what kind of surfacing should be used?
- (3) Staff needs direction on whether and how much to enclose the parking lot parcels.
- (4) Does the Board support a minimal landscape concept using a cypress green screen?
- (5) Should the parking lot have trees and night lighting?

Background - The MSA-1 site includes two parcels that currently are fully paved and also contains the fenced in outdoor dining area for the campus. (Please reference MSA-1 Current Site Plan and Issues, attached.) Various improvements are required under terms of the current

zoning variance and to support the new high school building project. It is prudent to ensure that these various improvements are consistent with the long term use and development of the campus. That development may include a third building, which because of its size, would impact or define many other site variables. Site planning must begin with the question of a third building and its placement, size, and timing.

Unmet Campus Building Needs - Even with the new high school building, there are space limitations that impact campus learning.

Food service is outdoors under temporary canopies; there is no indoor dining area. While this is permitted under a zoning variance, that variance expires and is not permanent. Outdoor service has obvious limitations, especially during inclement weather. The new high school adds limited dining space, also outdoors (but covered). This dining area is not large enough to accommodate the entire high school student body. The interim plan is to use the high school roof as a secondary dining area, or to alternate dining periods within the current outdoor dining area.

Large group assemblies are not possible on the campus except in the parking lot. There is no indoor space adequate to hold either the high school or middle school students or to accommodate large groups of parents or any other large group activity. This has severely limited the school's ability to host traditional theater, performance, assemblies, science fairs and the like.

Physical education currently takes place in the indoor gymnasium supplemented with outdoor activities primarily in the parking lot. The new high school building will add rooftop changing rooms, basketball court and recreation area. Given the very high temperatures normally experienced in Reseda, there will be significant blocks of time that this area is unusable. The gymnasium will be demolished as part of the high school building program. During construction, physical education will occur primarily in the parking lot, which violates current zoning variance requirements, and is otherwise handicapped by vehicles and other obstructions.

There are no facilities on or near campus to accommodate team sports, at either the intramural or CIF competitive level.

Build a third building? – Staff proposes that the unmet needs be accommodated in a new third building located in the parking lot that currently accommodates the outdoor dining area. This would be a multi-purpose structure supporting both schools. The first question is whether or not to plan for a third building to meet underserved needs on campus?

Building configuration? – If a building goes forward, the second major decision is whether to build a one-story or two-story structure:

- a one story structure would serve all functions on the ground floor
- a two-story structure with athletics/some assemblies on the upper floor and dining/assemblies/instruction on the lower floor.

A one-story structure would require more time to assemble/disassemble the dining area to make room for athletics or other assemblies: it cannot accommodate as much use as a two-story structure. A two-story configuration allows two different activities to occur at the same time. The second question is what configuration to use?

Building Size? - How big should the building be? It needs to be large enough to accommodate the following activities:

Sports requirements – a standard basketball court is 50 feet by 83 feet, plus circulation space surrounding the court. A standard volleyball court is smaller, but similar in overall size. If standard high school sports are to occur at the school, they require a footprint of approximately 7,000 SF. Competitive sports require audience seating, but given the small school size, could be accommodated by folding seating along one side of the court rather than in bleachers. If MSA does not plan on CIF competition, then non-standard smaller courts can be built and the footprint shrunk accordingly. Should the building accommodate competitive sports?

School group assemblies – both schools will quickly reach a population of +/- 450 students. The building should have an indoor space sufficient to accommodate 450 plus staff in a seated configuration. This size would also accommodate parent meetings and other large group activities like science fairs. What size groups should be accommodated?

Dining – should both schools dine at the same time in the same building? Staggered breakfast and lunch periods can be done, but added coordination is required. The downside is that the building is available for non-dining activities for less time. For example, a reasonable estimate is that setup time, serving time, takedown time for breakfast and lunch for combined serving requires 2.5 hours per day and staggered serving would require 4.25 hours per day. There is less time available for other uses. Should the building accommodate combined or staggered dining?

Dining requires tables, meaning that dining for +/- 900 students would require a large space. However, the building could combine both indoor and outdoor dining. Outdoor dining could be covered with fabric awnings or fixed roofs extending from the building, and adjacent walls could “open

up” via large sliding doorways to connect indoor and outdoor spaces. A building that “opens up” would also be able to accommodate irregular very large group activities, like events that combine Magnolia Reseda schools. Should all dining be indoors or should the building provide a combination of indoor and outdoor space?

Support spaces – various support spaces are required including: changing rooms (male/female, 30 students each, lockers, no showers), student and adult bathrooms, food service support area (washup, counter space), athletic equipment storage, seating/table storage, mechanical electrical and janitorial space. There is consensus that food preparation will not occur on campus. Instruction will occur in this building so that A/V/WiFi throughout is required, and the ability to subdivide the main room to allow multiple activities. Are there other functions or support spaces required?

Realistically, a footprint of 7,500 SF is the minimum size for this building. Franco Architects has prepared rendering of several design options. These are very conceptual and meant only to serve as a visual aid in discussing the design options presented above. (Reference Franco Architects MSA-1 Third Building Renderings.)

What cost range? For planning purposes, MPR buildings cost \$400-450/SF depending primarily on level of finishes and amenities and quantity of furniture, fixtures and equipment. A realistic budget is very roughly \$3-3.5 million for a one story building and \$5.5-\$6.3 million for a two story building. What is the realistic budget for this building?

When? A third building will require getting through the City of Los Angeles planning approval process which requires a minimum of one year, followed by normal design and construction timelines. Is this a near term project or a project for the future?

Site master plan questions

(Please refer to MSA_1 Site Master Planning Questions and refer to Site Master Planning Discussion aerial view, attached.)

Building location – Where should the building go on the site? Parking will be concentrated across from the new high school building. The staff consensus is that the building should be located roughly in the same area now occupied by outdoor food service, with the building against the western edge of the parcel and as close to the alley as practical (leaving adequate space for safely moving students in and out of the building, and leaving room for fire department turnaround). With the building against the western edge of the parcel, there would be room around the east and

south sides for outdoor space, either covered or uncovered.

Outdoor athletic area – If the building is placed against the alley, there is considerable space between the third building and the residential neighbors that will not be required for parking. This space is proposed as an outdoor athletic area. Because of the volume of activity, grass cannot be used (it wears out too quickly). This could be an asphalt covered space, as it is today. It could be upgraded with an artificial turf surfacing. (This requires a change in the current zoning variance that prohibits any activity on the parking lot other than food service and parking and in the currently required number of parking slots.) Is an outdoor athletic area a good use of the site and what kind of surfacing should be used?

Perimeter treatment – The current campus parking lot is indistinguishable from the parking lots of the neighbors. There is no security or separation on the parking lots. Staff proposes an 8-foot high block wall along the south property line bordering residential properties. This would replace the neighbors' current block walls that are lower and in poor condition, and which have gates onto the campus. A higher block wall would offer neighbors more privacy and allow them to remove their walls, and allow noise producing activities to occur on the entire campus. On the east and west sides, fencing is more practical than a block wall; a wrought iron fence is proposed over a chain link fence primarily for aesthetics. On the alley side, fencing could be included or left open. The purposes of fencing are to define campus space from neighboring space, provide night time security, and student containment within a defined area. Staff needs direction on whether and how much to enclose the parking lot parcels.

Landscape zone – The current zoning variance requires a 16-foot wide landscape zone along the residential properties at the south side of the campus. This must be designed, receive City permit and then be constructed. Because this will be a considerable investment, any other perimeter treatment should be done prior to landscaping. Staff is recommending minimal landscaping, essentially arid landscape treatment. Staff is proposing the use of cypress trees along the residential boundary to form a "green screen" between the campus and its residential neighbors, and to add highly visible "greening" to the campus. Does the Board support a minimal landscape concept using a cypress green screen?

Parking lot treatment – The current parking lot is plain asphalt with painted markings. It is the least expensive solution, but it is ugly and it gets hot and at night it is very dark. Staff proposes that the new parking lot include trees to provide shade and make the parking area more attractive. If perimeter fencing is installed, vines can be planted to

partially cover the fencing adding to ambience. As the campus grows, the desire for night-time activities will grow, making night lighting necessary. Night lighting can be manually controlled and only used during planned activities with only minimal lighting during dormant periods. Should the parking lot have trees and night lighting?

Attachments

- MSA 1 – Current Site Plan and Issues
- MSA-1 – Site Master Planning Questions – Site Plan
- MSA-1 – Site Master Planning Discussion – Aerial view
- MSA-1 Franco Architects Conceptual Building Renderings

2017-10-09 MSA-1 Current Site Issues

This area floods -
MSA obligated to
fix drainage - not
done

The "Cage" - Outdoor
Dining Area

MSA obligated to
strip for 91 slots per
approved plan (not
done)

MSA parking boundary
- not separated from
neighbor parking lots

Alley must be
kept open

Existing
Building
26,251 sf

New High School
25,163 SF

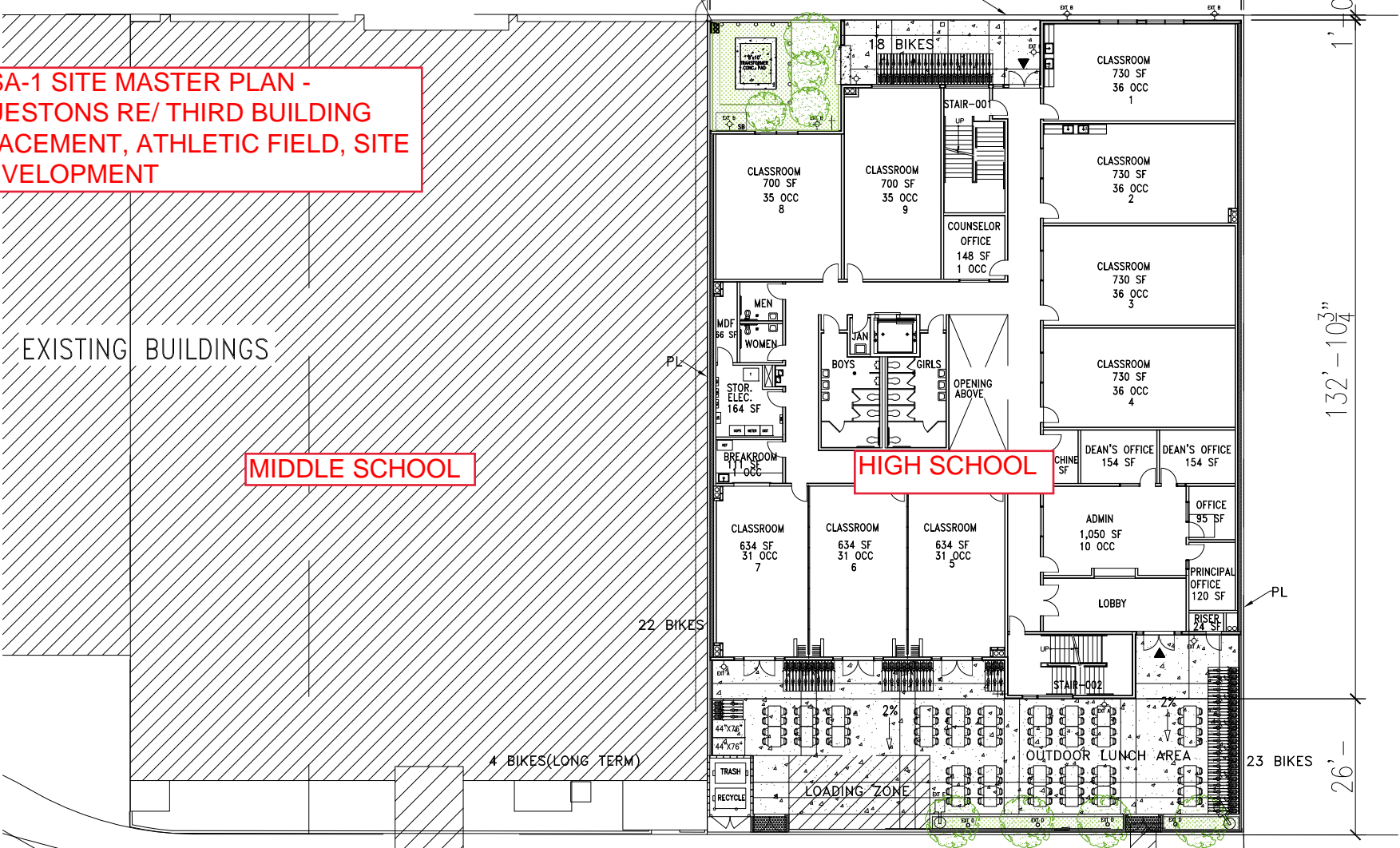
CRA parcel - building
demolished, future
uncertain.

SHERMAN WAY

CURE & GUTTER

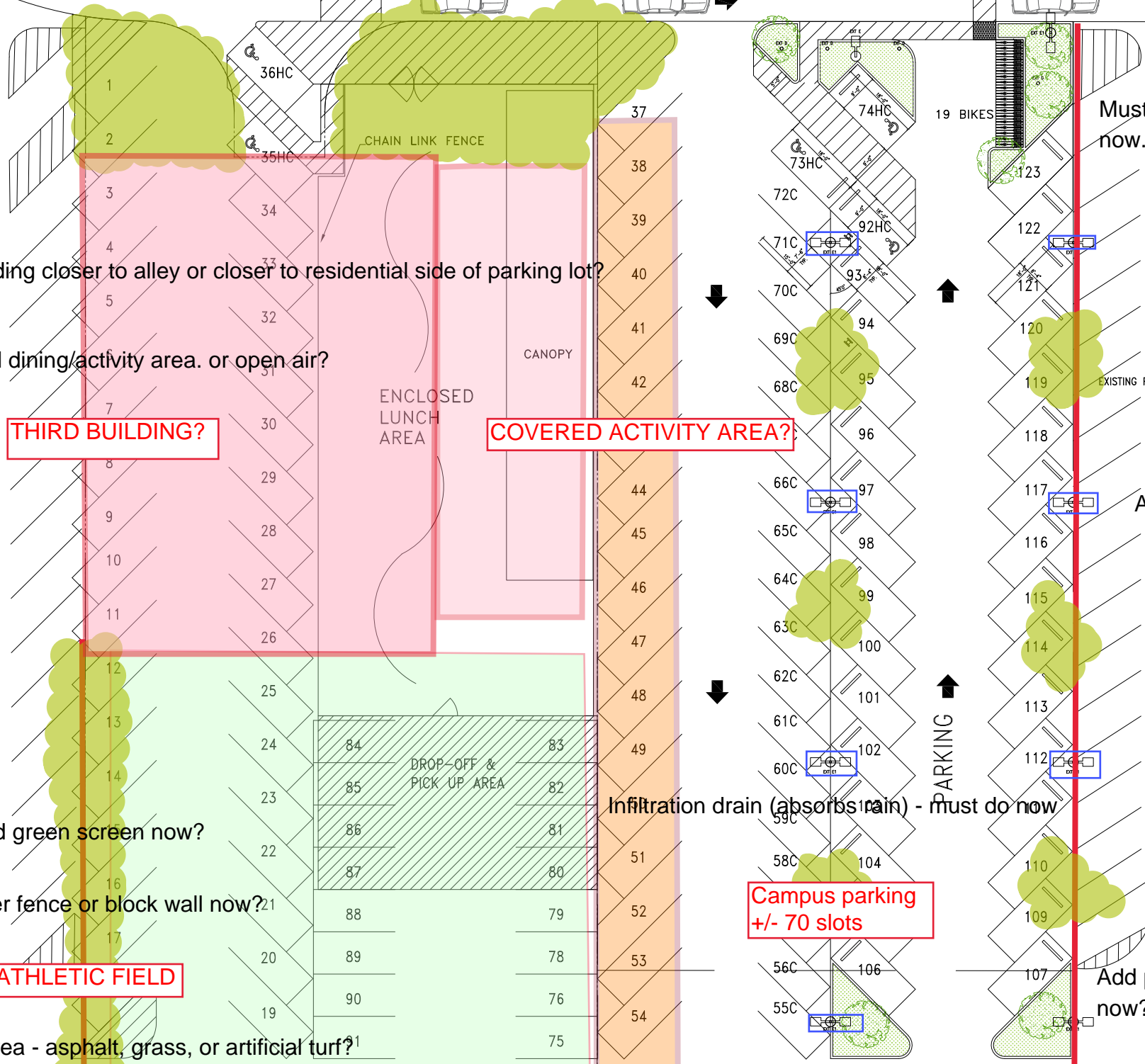
PARKING STALLS

MSA-1 SITE MASTER PLAN -
QUESTIONS RE/ THIRD BUILDING
PLACEMENT, ATHLETIC FIELD, SITE
DEVELOPMENT



Alley must stay open

ALLEY



Third building closer to alley or closer to residential side of parking lot?

Covered dining/activity area. or open air?

THIRD BUILDING?

COVERED ACTIVITY AREA?

Must add bike storage now.

Add lighting now?

Add green screen now?

Add perimeter fence or block wall now?

ATHLETIC FIELD

Athletic area - asphalt, grass, or artificial turf?

Infiltration drain (absorbs rain) - must do now

Campus parking +/- 70 slots

Add perimeter fence now?

Must do landscape zone against residential neighbors now

Cut off adjacent parking now?

Add block wall at residential properties now?

What kinds of trees for green screen?

Residential neighbors

2017-09-15 Site Master Plan and Third Building discussion

Fence/green barrier

Outdoor recreation or landscaping - artificial turf

Cafegymaterium about 7,500 sf

Fire department turning zone

Middle school 26,251 sf

Student gathering

Area under artificial turf used for on-site drainage and percolation

Outdoor covered area - dining and gathering

Block wall/green barrier next to residential properties

Carpool drop off at street entrances

Parking for both schools - Fit all slots here?

Pick-up and Drop-off loop, car staging

High School 25,163 SF

MSA Parking lot separated from neighbor parking lots - no drive across

Approximate Parking requirements: High school - 1/500 sf - Middle school 1/classroom - High school 25,123 SF = 51 slots; Middle school 20 classrooms = 20 slots; Cafegymaterium = 4 classrooms = 4 slots
Total slots = 51+20+4 = 75 slots
30% transit reduction - Net slots = 53 slots.

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Google earth

Franco Architects - Third
Building Conceptual Plan
- One Story/Gym A Version

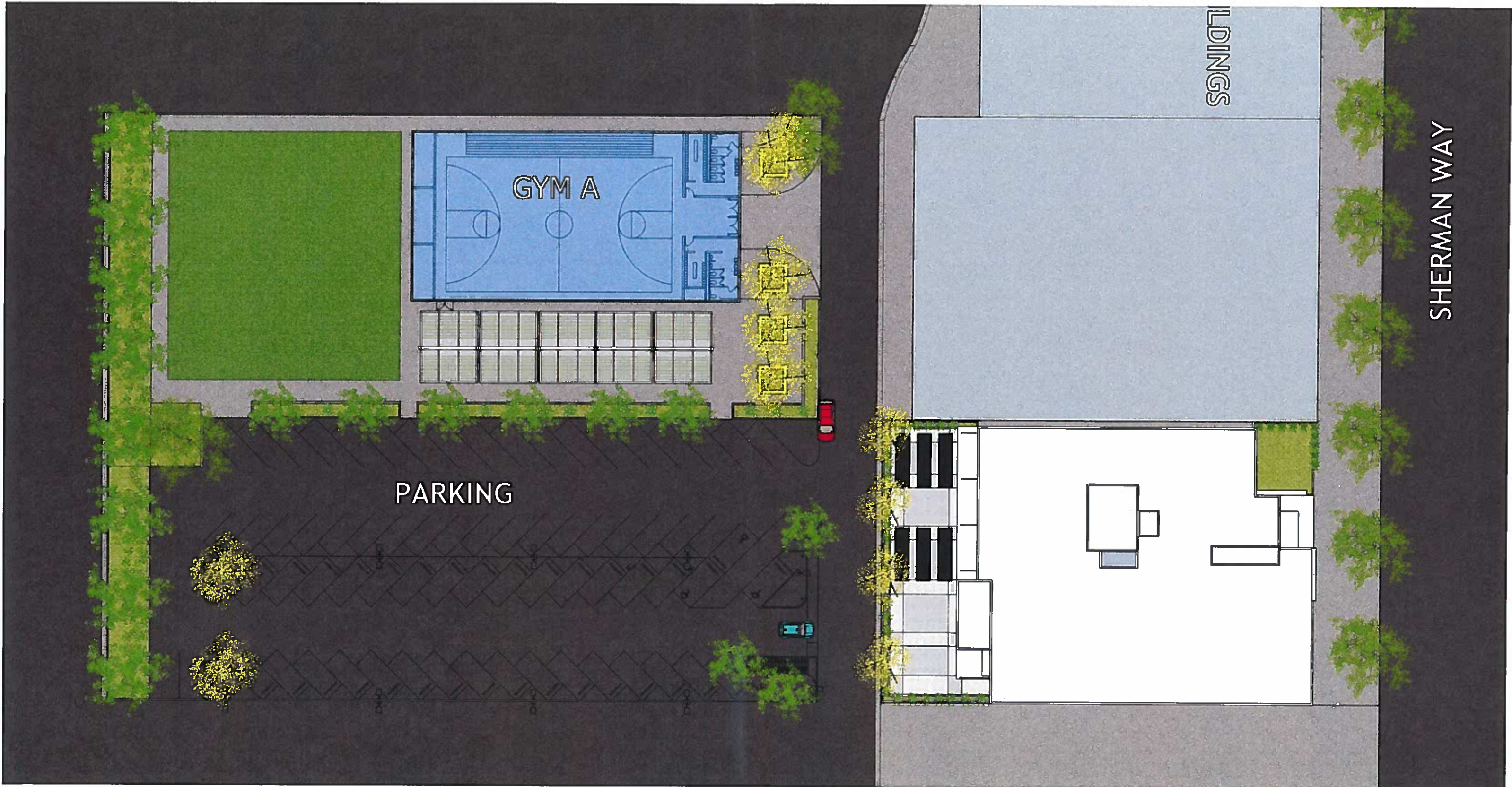


These renderings all contain a CIF standard basketball court plus seating. Dining would be a combination of indoor and outdoor dining. With the 1-story option, athletics and dining/instruction share the first floor indoor space.

Franco Architects - Third
Building Conceptual
Plan - Two Story/Gym B
Option



These renderings all contain a CIF
standard basketball court plus
seating. Dining would be a
combination of indoor and outdoor
dining. With the 2-story option,
athletics are on the second floor and
dining/instruction is on the first floor.



Basketball with seating is the largest single activity planned for the campus. This size gym is also large enough to accommodate 70 PE students. The two-story option is larger because stairs must be added to the building.



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