

# C.A.S.H. 29<sup>TH</sup> ANNUAL CONFERENCE ON SCHOOL FACILITIES

## NEW PROGRAMS, NEW PROMISE CALIFORNIA SCHOOL FACILITIES 2008

Tuesday, February 26, 2008  
3:30 p.m. - 4:30 p.m.  
Sacramento Convention Center  
Room # 315

### Workshop #17

## **District Standards and Specifications- Maintenance Best Practices Part II**

*Moderator:*

***Jerry Vincent***

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*Panelists:*

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District Standards and Specifications Best Practices Part II  
**SUPPLEMENTAL CONDITIONS | HOW TO GET WHAT YOU WANT**  
February 26, 3:30-4:30 pm

Why is this topic important in today's changing economy?

## *Items Not Covered Due to Time Constraints*

- How are standards, materials, and methods selected?
- Using alternate construction delivery methods to get what you want. Such as:
  - Design Build
  - Lease Lease-Back
  - CMAS Purchasing
  - District Unit Price Bids
  - Owner procurement or bulk purchasing of materials

## *CASH Presentation Panel*

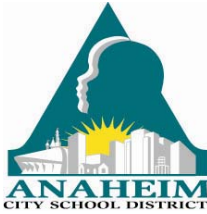
Moderator  
**Jerry Vincent**  
Vice President  
Erickson Hall

Owner  
**Miltos Varkatzas**  
Sr. Director of Construction  
Anaheim City School  
District

Architect  
**Lynne Merrick**  
Principal  
Lionakis Beaumont Design  
Group

Attorney  
**Terry Tao**  
Partner  
Atkinson, Andelson, Loya,  
Ruud, and Romo

This team has worked together for over 15 years on a variety of public bid school projects.



A Great Place to Learn

- |            |  |
|------------|--|
| Enrollment | • Nearly 23,000 K-6 students at 23 sites.  |
| Size       | • Largest Elementary School District in Orange County (2 <sup>nd</sup> largest in California). |
| Pre-School | • Nearly 1,000 Pre-K students at 11 sites.   |
| Staff      | • Over 2,000 employees.  |



A Great Place to Learn

- |              |  |
|--------------|--|
| Budget       | • Nearly \$150 Million Annually.   |
| Demographics | • 84% Hispanic, Majority are Low Income. 35 Languages spoken in students' homes.   |
| Overcrowding | • All Schools on multi-track year-round schedule for nearly 20 years. Most schools on partial double sessions for more than 5 years. |
| Construction | • \$111 Million Dollar Bond passed in 2002. Money will be exhausted in 2009.   |



## Lionakis Beaumont Design Group

### *Shaping the Future...by Design*

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|--------------|--|
| Location     | <ul style="list-style-type: none"><li>• 5 offices in California and Nevada.</li></ul>  |
| Size         | <ul style="list-style-type: none"><li>• Nearly 240 employees.</li></ul>  |
| History      | <ul style="list-style-type: none"><li>• Celebrating our 100 year anniversary in 2009. Have worked in public school architecture since day one. 2 Principals of our firm have been the State Architect.</li></ul> |
| Relationship | <ul style="list-style-type: none"><li>• ACSD's District Architect for more than 15 years. Have developed standards for our projects and other architects as the Master Architect for the District.</li></ul>     |

## Atkinson, Andelson, Loya, Ruud & Romo

A Professional Law Corporation

- |              |  |
|--------------|--|
| Size         | <ul style="list-style-type: none"><li>• 6 offices in California.</li></ul>                                     |
| Location     | <ul style="list-style-type: none"><li>• More than 125 attorneys.</li></ul>                                     |
| History      | <ul style="list-style-type: none"><li>• More than 25 years in business.</li></ul>                              |
| Relationship | <ul style="list-style-type: none"><li>• ACSD counsel on construction matters for more than 10 years.</li></ul> |

## *Why Do You Want to Create and Enforce Standards?*

- |                  |   |
|------------------|---|
| Service-ability  | • Like products for ease of in-house maintenance and stocking of parts.                         |
| Performance      | • It's the best product for your needs.   |
| Value            | • It's the best product for the price.  |
| Customer Service | • The vendor gives you service, bulk discounts, and/or material storage for quick availability. |
| Aesthetics       | • You want every site to look the same, and be able to warehouse less repair materials.         |

## *When to Act to Get What You Want*

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|--------------|--|
| Design       | <ul style="list-style-type: none"><li>• Establish your standards.</li><li>• Categorize your standards. What do you want versus what do you need?</li><li>• Write very tight specifications, bidding and contract documents, general conditions and supplemental general conditions. Tell them what you want clearly.</li><li>• Establish timelines for substitutions versus specified items.</li></ul> |
| Bidding      | • Enforcement, Enforcement, Enforcement.   |
| Construction | • Enforcement, Enforcement, Enforcement.   |

## *Design Phase Tool: Make Key Items “Ineligible” for Substitution*

How

- Get Board approval of items which are eligible for single source specifications.
- Select items to be provided under a separate contract directly with the Owner.
- Select items that can be Owner furnished, Contractor installed.

## *Design Phase Tool: Publish Really Tight Technical Specifications*

- Specifically list preferred or standardized items by name.
- Indicate if the item is a Board approved standard with no substitutions allowed.
- Don't list 3 equal products for every item, if the “or equal” clause is fully explained in the general conditions.
- Make sure key product or special service features (special manufacturer inspections, discounts, service contracts, warranties, etc.) for your preferred product are listed in your specs.

## *Design Phase Tool: Define Your Substitution Schedule*

- Substitutions prior to bid: What is your cut-off date to allow items to be reviewed, addendized, and distributed to all bidders?
- Substitutions on bid day: What data must bidders provide, and by when?
- Substitutions after award of contract: Will you allow them, and for how long?

## *Design Phase Tool: Define Your Substitution Process*

- Where is your substitution process defined (Information for Bidders, General Conditions, and/or Supplemental Conditions)? What does it say?
- What does your Substitution Request Form look like?

## *Design Phase Tool: Define Your Substitution Process Responsible Parties*

- Who bears responsibility for the comparison of the substitution to the specified product?
- Who will be involved in review and approval of substitutions?
- Who will bear responsibility if a substitution is rejected?

## *Bid Phase Tools to Enforce Your Process*

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|-----------|---|
| Reference | <ul style="list-style-type: none"><li>• Explain your substitution process and schedule at the MANDATORY job walk.</li></ul>   |
| Require   | <ul style="list-style-type: none"><li>• Require all generals, subs, and suppliers to use the exact specified substitution request forms and procedures when they make a substitution request.</li></ul> |
| Reject    | <ul style="list-style-type: none"><li>• Reject submittals that do not use the specified forms.</li><li>• Reject submittals that do not adhere to the specified schedule.</li></ul>                      |
| Remember  | <ul style="list-style-type: none"><li>• It is easier legally, to reject a substitution request because of procedural flaws than because of merit.</li></ul>   |

## *Construction Phase Tools to Enforce Your Process*

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|---------|---|
| Review  | <ul style="list-style-type: none"><li>• Review bidders submittal to see if any substitutions were indicated. If not, don't allow any.</li><li>• Review if there is a period after contract award when substitutions are permitted. If not, don't allow any.</li></ul>   |
| Require | <ul style="list-style-type: none"><li>• Use a submittal transmittal form that requires the Contractor to specifically identify a substituted item (even if they think it is an equal).</li><li>• Use a substitution form that puts the full burden of product comparison on the Contractor, and the full burden of providing the specified product (if the substitution is rejected) on the Contractor.</li></ul> |

## *Construction Phase Tools to Enforce Your Process Continued*

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|----------|--|
| Reject   | <ul style="list-style-type: none"><li>• Reject substitutions whose format is non-compliant.</li><li>• Reject the late substitution requests.</li></ul>   |
| Regulate | <ul style="list-style-type: none"><li>• Distribute approved submittals to your on-site inspection team (IOR) and task them with reviewing materials as they arrive on-site for compliance with approved submittals (before the items are installed).</li></ul> |

## *Lessons Learned*

- Always act together as an informed team.
- Always use a united front when challenged.
- Always follow procedure to the letter of the law when challenged.
- Know “when to say when” if it’s for the benefit of the project.

29<sup>th</sup> Annual C.A.S.H. Conference 2008

**THANK YOU! ANY QUESTIONS?**



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