



SCHOOL BOARD ACTION REPORT

DATE: October 10, 2019
FROM: Denise Juneau, Superintendent
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For Introduction: November 20, 2019
For Action: December 11, 2019

1. TITLE

BEX V: Award Architectural & Engineering Contract P1627 to NAC Architecture for the Kimball Elementary School project

2. PURPOSE

The purpose of this action is to provide authorization for the Superintendent to enter into an Architectural & Engineering (A/E) contract in the amount of \$5,010,462, plus reimbursable expenses not to exceed \$35,000.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute A/E contract P1627 with NAC Architecture in the amount of \$5,010,462, plus reimbursable expenses of \$35,000 for architectural and engineering services. The total contract amount of \$5,045,462 is for the Kimball Elementary School project, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract.

4. BACKGROUND INFORMATION

a. Background

The Kimball Elementary School project, located at 3200 23rd Ave S, Seattle, WA 98144, is funded through the BEX V levy passed by the voters in February 2019. The levy timeline includes that this project will be completed for the 2023 school year.

The project scope includes construction of a new K-5 school for 650 students to replace the existing school on the same site.

The firm of NAC Architecture was selected through the Architecture and Engineering (A/E) selection procedures established in Superintendent Procedure [6220SP.C](#). Eleven (11) firms submitted their qualifications and three (3) firms were shortlisted and interviewed. Mahlum Architects, McGranahan Architects, and NAC Architecture were interviewed. NAC Architecture was judged to be the most qualified to provide these design services.

Prior improvements that have been made at Kimball Elementary School since the year 2000 include seismic upgrade, mechanical, ADA & interior upgrades, library upgrade and new addition.

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

1. Pre-authorized out-of-town travel (greater than 200 miles) and subsistence associated with that travel, except that the Architect shall not be reimbursed for travel between its office and the Project site;
2. Dedicated data and communication services, Project websites, and Project extranets, but only to the extent required at the Project site and at the Owner's approval;
3. Permitting and other fees when pre-authorized required by authorities having jurisdiction over the Project;
4. Printing and reproduction for all documents required for submittal to the Owner or requested by the Owner for its own use or use by the Owner's consultants (but not reproductions for office use of the Architect or its consultants), sets required by authorities having jurisdiction, and bidding documents for which the Owner does not directly pay;
5. Postage and delivery of reproductions that are reimbursable pursuant to Section 11.8.1.4;
6. Expense of overtime work required higher than regular rates, if authorized in advance and in writing by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested in writing by the Owner and required for the Project, and excluding renderings, models and mock-ups prepared by the Architect's in-house staff during the design or as otherwise already required by this Agreement.
8. All sales but not B&O or income or other taxes levied on the professional services and on reimbursable expenses;
9. Site office expenses when pre-approved by the Owner;
10. Registration fees and any other fees charged by the Certifying Authority or by the other entities as necessary to achieve the Sustainable Objective; and
11. Other similar Project-related expenditures pre-approved in writing by the Owner.

The Architect must submit receipts for Reimbursable Expenses.

b. Alternatives

Deny Motion. If motion is denied, the district will not be able to execute the contract to start the design of the Kimball Elementary School project.

c. Research

- Seattle Public Schools Technical Building Standards dated December 2012
- Meng Analysis Facility Report

- 2015 Seattle Building Code
- Bassetti Architects Master Plan Analysis
- RFQ02962: A/E Selection for Kimball Elementary School project
- Coordination meetings with district facilities and other stakeholders throughout the design process

5. FISCAL IMPACT/REVENUE SOURCE

The fiscal impact to this motion will be \$5,045,462. The revenue source for this motion is from the BEX V Capital Levy. The advertised Maximum Allowable Construction Cost budget is \$54,429,600, the total project budget is \$84,563,883 of which the A/E contract is one part.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

The selection of projects in the BEX V program went through an extensive community vetting process and ultimately received 68.19% approval from voters in February 2019.

7. EQUITY ANALYSIS

This motion was not put through the process of an equity analysis. The selection of projects in the BEX V program was designed to provide equitable access to safe school facilities across the city.

8. STUDENT BENEFIT

It is the goal of the district to continue the process of implementing the BEX and BTA Capital Levy programs and provide students with safe and secure school buildings.

9. WHY BOARD ACTION IS NECESSARY

Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)

- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. _____, [TITLE], provides the Board shall approve this item
- Other: _____

10. POLICY IMPLICATION

Per Board Policy No. 6220, Procurement, any contract over \$250,000 must be brought before the Board for approval.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on November 7, 2019. The Committee reviewed the motion and moved the item forward with a recommendation for approval by the full Board.

12. TIMELINE FOR IMPLEMENTATION

Design will begin upon execution of this contract. Construction will take place beginning summer of 2021, and completing summer of 2023.

13. ATTACHMENTS

- Architect Fee Schedule (available upon request in the Capital Projects & Planning Office)