



SCHOOL BOARD ACTION REPORT

DATE: May 3, 2020
FROM: Ms. Denise Juneau, Superintendent
LEAD STAFF: Fred Podesta, Chief Operations Officer
206-252-0636, fhpodesta@seattleschools.org

For Introduction: May 27, 2020
For Action: June 10, 2020

1. TITLE

BEX V: Award Contracts P1745, P1747, P1748 and P1746 to Building Envelope Technology & Research, Inc., (BET&R) for technical consultation services for design oversight and on-site construction observation of the building envelope (exterior cladding systems) and roofing systems for the Kimball, Northgate, Viewlands and West Seattle Elementary Schools projects

2. PURPOSE

The purpose of this action is to provide authorization for the Superintendent to enter into contracts P1745, P1747, P1748 and P1746 with BET&R for technical consultation services for design oversight and on-site construction observation of the building envelope and roofing systems in the amount of \$459,539 for Kimball Elementary School; \$480,555 for Northgate Elementary School; \$453,165 for Viewlands Elementary School; and \$298,018 for West Seattle Elementary School projects, for a total amount of \$1,691,277.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute contract contracts:

P1745 in the amount of \$459,539 for Kimball Elementary School;
P1747 in the amount of \$480,555 for Northgate Elementary School;
P1748 in the amount of \$453,165 for Viewlands Elementary School; and
P1746 in the amount of \$298,018 for West Seattle Elementary School

with Building Envelope Technology & Research, Inc., for technical consultation services for design oversight and on-site construction observation of the building envelope and roofing systems projects 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

This motion allows the district to execute contracts P1745, P1747, P1748 and P1746 with BET&R for technical consultation services for design oversight and on-site construction observation of the building envelope and roofing systems. Kimball, Northgate and Viewlands Elementary Schools are all replacement projects while West Seattle

Elementary School is a twelve-classroom addition to the existing building. Kimball, Viewlands and West Seattle Elementary School all are located on sites with complex hydrology. Building envelope and roofing systems included in the scope of services include: subsurface damp proofing and waterproofing, glazing (punched windows, storefront and curtainwall systems), masonry veneer, metal cladding, exterior doors, roofing and traffic coating (flooring within the mechanical penthouse). In addition, the scope of work includes complete building (or new addition) air barrier testing and window water testing to American Society of Testing and Materials (ASTM) standards.

Design oversight services include: review of architect's drawings, details and specifications; preparation of ten isometric drawings for better clarity surrounding material sequencing; and assistance with the bid and award phase including providing written responses to questions and attendance at the pre-bid meeting. Construction observation services include: review of approximately twenty shop drawing submittals (quantities vary per project); attendance at envelope and roof pre-installation meetings; review of in-situ mock-up for compliance with contract documents and manufacturer requirements; approximately 100 on-site visits observing installation of the various envelope and roofing systems and preparation of associated field reports (quantities vary per project); preparation of the envelope and roofing system project punch lists and review of the envelope and roofing system as-built drawings and operations and maintenance manuals.

Seven firms submitted their qualifications concerning RFP012035 to Seattle Public Schools concerning the Building Envelope and Inspection Services Consultant for BEX V Capital Levy School Projects. Participating on the interview team were: Frank Griffin – Director of Facilities/Operations; Brian Zadorozny – General Foreperson (Roofing); Ed Dayton – General Foreperson (Envelope & Glazing) and Richard Best - Director of Capital Projects & Planning. Building Envelope Technology & Research (BET&R) was unanimously selected as the most qualified firm to provide these services. What differentiated BET&R from the other applicants was their project approach which was very comprehensive, providing significant value to ensure the district does not experience problems with the proposed project building envelope or roofing systems.

b. Alternatives

Deny Motion. If motion is denied, the district will not be able to execute the contract with BET&R. This is not recommended because it would negatively impact the district's commitment to ensure building envelopes and roofing systems are well designed and executed maximizing the public's investment in their schools.

c. Research

- Seattle Public Schools Technical Building Standards dated December 2012
- 2015 Seattle Building Code
- 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 \$459,539 for Kimball Elementary School; \$480,555 for Northgate Elementary School; \$453,165 for Viewlands Elementary School; and \$298,018 for West Seattle Elementary School projects, for a total amount of \$1,691,277.

The revenue source for this motion is from the BEX V Capital Levy.

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 Capital Levy program went through an extensive community vetting process and ultimately received 73 % approval from voters in February 2019.

7. EQUITY ANALYSIS

The district’s Racial Equity Analysis toolkit was utilized to guide the planning process for the BEX V Capital Levy, influencing community engagement methods, preparation of the 2018 update to the Facilities Master Plan, and ultimately the final proposed levy package. The Board’s guiding principles stated that racial and educational equity should be an overarching principle for the BEX V Capital Levy planning in accordance with Board Policy 0030, Ensuring Educational and Racial Equity. Projects identified for inclusion in the BEX V levy will ultimately improve conditions for all students in the affected schools. Improved building conditions create a better environment for learning and can provide facilities to better position students for academic success.

8. STUDENT BENEFIT

It is the goal of the district to continue the process of implementing the BTA and BEX 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 May 14, 2020. The Committee reviewed the motion and moved the item forward with a recommendation for approval by the full board.

12. TIMELINE FOR IMPLEMENTATION

Anticipated Notice to Proceed Date: June 2020
Substantial Completion Date: July 2024

13. ATTACHMENTS

- BET&R Contract P1745 for Kimball Elementary School
- BET&R Contract P1747 for Northgate Elementary School
- BET&R Contract P1748 for Viewlands Elementary School
- BET&R Contract P1746 for West Seattle Elementary School



BET&R Contract P1745

Kimball Elementary School

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While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Capital Projects
ziyang@seattleschools.org

Technical Consultation Services for Kimball Elementary School.

**CONTRACT
FOR
CONSULTING SERVICES**

Owner: **Seattle School District No. 1,**

and

Consultant:
Building Envelope Technology &
Research (BET&R)

Tax I.D. #: 91-1943254

**Technical Consultation Services for
Kimball Elementary School**

Contract No. **P1745**

CONSULTING SERVICES CONTRACT

This Agreement, Contract No. **P1745** made by and between Seattle School District No. 1, a Washington municipal corporation ("District" or "Owner"), and **Building Envelope Technology & Research** ("Consultant"). District and Consultant agree as follows:

1. SCOPE OF WORK AND SCHEDULE

- a. Consultant shall provide professional and related services as described in Exhibit A hereto, on the schedule set forth therein ("Services"). Consultant is authorized to proceed (check one):

Upon receipt of this signed Agreement;
 On _____ 20__.

- b. Unless modified by a change order, this contract shall be completed by *(Date)* and the contract shall terminate upon such completion.

2. CONTRACT PRICE [CHECK ONE ONLY]

a. District agrees to pay Consultant, on a time and expenses basis, a sum not to exceed: **Four Hundred Fifty Nine Thousand Five Hundred Thirty Nine Dollars and no Cents (\$459,539.00)** (the "Maximum Authorized Compensation") payable according to Consultant's schedule of fees and reimbursable expenses specified in Exhibit B hereto. Compensation will be paid only to the extent that Consultant presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation.

Or

b. District agrees to pay Consultant a lump sum of _____ (\$ _____) as full and complete compensation for all services hereto, exclusive of reimbursable expenses described in Exhibit B, if any. Compensation for reimbursables will be paid only to the extent that Consultant presents documented evidence of expenses incurred during the period for which payment is requested.

Consultant shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, Exhibit C, to the address listed in paragraph 3. The amount paid shall constitute complete compensation for all costs and fees incurred, including any expenses for meals, travel, lodging and Washington State sales tax, if applicable. Additional services must be authorized in writing by District prior to performance. A W-9 form must be attached if Consultant is an individual.

3. COMMUNICATIONS

The District's representative for this contract is Richard Best. All correspondence, requests, notices and other communications to District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the District: **Richard Best**
Director Capital Projects
Seattle School District No. 1
Mail Stop: **22-331**
PO Box 34165
Seattle, WA 98124-1165

To the Consultant: **Jim Carlson**
Technical Director
Building Envelope Technology
& Research (BET&R)
4000 Delridge Way SW, 1st Floor
Seattle, WA, 98106

Physical Location:
2445 Third Avenue South
Seattle, WA 98134

Either party may from time to time may change such address by giving the other party notice of such change in accordance with the provisions of this Paragraph 3.

4. CONSULTANT’S REPORTS

Consultant shall provide reports as requested by District in a format proposed by Consultant and approved by District.

5. PERSONNEL

Consultant shall assign the personnel listed below to the performance of the Work and shall not (for so long as they remain in Consultant’s employ) reassign or remove any of them without the prior written consent of District.

Name	Title	Role
<u>Jim Carlson</u>	<u>Technical Director</u>	<u>Principal Consultant</u>
<u>Juan Aguirre</u>	<u>SR Envelope Consultant</u>	<u>Design Review/PM</u>
<u>Scott Vlotho</u>	<u>Project Administrator</u>	<u>Project Administration</u>
<u>Martha Carlson</u>	<u>Intake Manager</u>	<u>Project Coordinator</u>

6. THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:

Exhibit	Topic
A	Scope of Services and Fee
B	Fee and Reimbursable Costs
C	General Conditions of Personal Services Contract (Short Form) revision date of April 18, 2016

Modifications and revisions, if any, to the General Conditions are made by the parties in Exhibit D, if included.

CONSULTANT:

DISTRICT:

Signature

Signature

Jim Carlson

Typed Name

JoLynn Berge

Typed Name

Principal Consultant

Title

CFO/Superintendent’s designee

Title

Date Signed

Date Signed

Building Envelope Technology & Research

Company Name

91-1943254

Employer I.D. No. or Social Security No.

SCOPE OF SERVICES AND FEE

See Attached Building Envelope Technology & Research Document titled Updated BET&R Fee Matrix
Kimball Elementary School (ES) Schedule, April 28, 2020

FEES AND REIMBURSABLE COSTS

See Exhibit A for identified fee and reimbursable costs associated with each task.

SERVICES CONTRACT**GENERAL CONDITIONS (SHORT FORM)****ARTICLE 1 - CONSULTANT'S SERVICES AND RESPONSIBILITIES**

1.1 Services. Consultant shall furnish all personnel, equipment and materials for the performance of all services under this Agreement. Such services, together with all drawings, specifications, materials, information, property, and other items provided or to be provided to District under this Agreement, are sometimes collectively referred to herein as the “Services.”

1.2 Manner of Performance. Consultant's Services shall be performed with the degree of care and diligence ordinarily exercised under similar circumstances in the applicable disciplines and as expeditiously as is consistent with such standards of professional skill and care and the orderly progress of the Services. At the time of performance, Consultant shall be properly licensed, equipped, organized and financed to perform the Services.

1.3 District's Representatives. District may designate one or more individuals or firms as its representative for administration of this contract. If a representative is assigned by District, it shall not have authority to assign additional Services or to reduce the Services to be performed by the Consultant under this contract.

1.4 Correction of Noncompliances. Consultant shall, at no cost to District, promptly and satisfactorily correct any Services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulations or ordinances. If the Consultant fails to initiate corrections within fifteen (15) days of receipt of written notice from the District, the District may do so, by contract or otherwise, and recover (e.g., by offset against the compensation otherwise payable under this contract) from the Consultant the cost it incurred. The obligations of the Consultant to correct nonconforming Services shall not in any way limit any other obligations of the Consultant. The District's right to make corrections and charge the Consultant for them is in addition to any other rights and remedies available to the District under this Agreement or otherwise by law and shall in no event be construed or interpreted as obligating the District to make any correction of defective or nonconforming Services.

1.5 Consultant's Personnel. All personnel employed by Consultant engaged in the Services and Services shall be fully qualified and shall be authorized under applicable federal, state, and local law to perform such Services and Services. Consultant shall, if so requested by District, remove from the performance of the Services any person District reasonably deems incompetent. Failure of District to so object shall not relieve Consultant of responsibility for such person. If any personnel are reassigned or replaced by Consultant upon District's request, Consultant shall replace them with personnel approved by District.

1.6 Consultant Employee Background. Pursuant to RCW 28A.400.330, Consultant shall prohibit from providing Services at a public school where there may be contact with children, any employee of Consultant who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract for cause.

1.7 Compliance With Laws

1.7.1 General. Consultant shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services and as interpreted by cognizant authorities, including but not limited to those related to the Americans with Disabilities Act and worker and site safety laws and regulations. Consultant shall furnish such documents as may be required to effect or evidence such compliance. All

laws, ordinances, regulations, and resolutions required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.

1.7.2 Nondiscrimination.

A. Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.

B. During the term of this Agreement, Consultant shall comply with applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

C. Any consultant or contractor who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving awards of any purchase order from Seattle School District No. 1 or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

1.7.3 Debarment

A. Consultant, by accepting the contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Consultant also acknowledges they are not debarred under School Board Policy No. 6973 in contracting with the District currently or on future contracts.

ARTICLE 2 - PAYMENTS TO CONSULTANT

2.1 The compensation shall be made no more frequently than monthly and if paid on a lump sum basis shall be in proportion to the Services performed. Each of Consultant's invoices shall set forth in a detailed and clear manner a complete description of the Services covered thereby, on a form substantially similar to that customarily used by District and shall be supported by such receipts, documents, and other information as District may reasonably request. The invoice shall include separate listings of Services for particular schools or programs, if requested by the District. District shall pay each of Consultant's invoices within thirty (30) days after District's receipt, provided that all required documentation is included and accurate.

ARTICLE 3 - REIMBURSABLE EXPENSES

3.1 Reimbursable Expenses are in addition to the hourly rates for Services and include actual reasonable expenditures made by Consultant and Consultant's employees and subconsultants in the interest of the Project for the expenses listed in the following subparagraphs. Consultant represents that Schedule B sets forth Consultant's best estimate of the Reimbursable Expenses under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, District shall not be obligated to pay Consultant, and Consultant shall not invoice District for, any Reimbursable Expenses which exceed Schedule B, unless authorized by a budget approved in writing by District. District hereby approves the attached schedule as an initial budget for the Reimbursable Expenses. Consultant shall immediately notify District if, in Consultant's best judgment, the then current estimate of the Reimbursable Expenses exceeds the approved budget therefor. Travel expenses are not Reimbursable Expenses, provided, however, that travel more than 75 miles from the site of the Services and approved in writing by the District is a Reimbursable Expense at the Internal Revenue Service allowed rate.

ARTICLE 4 - CONSULTANT'S ACCOUNTING RECORDS

4.1 The Consultant's records of performance of Services shall at all times be subject to review by and the approval of District, but the making of (or failure or delay in making) such review or approval shall not

relieve Consultant of responsibility for performance of the Services in accordance with this Agreement. Records of Reimbursable Expenses shall be kept in accordance with generally accepted accounting principles.

4.2 Consultant shall promptly furnish District with such information related to the Services as may be requested by District. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Consultant shall provide District access to (and District shall have the right to examine, audit and copy) all of Consultant's books, documents, papers and records which are related to the Services or this Agreement. Consultant agrees to provide reasonable cooperation with any inquiry by either the District or State Auditor relating to the performance of the contract. Failure to cooperate may be cause for debarment from award of future contracts and shall act as a waiver of any claim for any further compensation under this contract.

ARTICLE 5 - DISTRICT OWNERSHIP AND USE OF DOCUMENTS

5.1 District Ownership. All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or through the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, completed Services and Services in progress), together with all rights associated with ownership of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. Consultant shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this Agreement. However, Consultant may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.

5.2 License. District shall have a permanent, assignable, nonexclusive, royalty-free license and right to use all concepts, methods, processes, products, writings and other items (whether or not copyrightable or patentable) developed or first reduced to practice in the performance of the Services or otherwise whether by Consultant, any of its subconsultants, or any employee(s) of Consultant in connection with this Agreement. District shall hold Consultant or its subconsultants harmless for District's reuse of documents on a project other than this Project unless the Consultant is retained by the District for such other Project.

5.3 Nondisclosure. Consultant shall not, without the prior written consent of District, disclose to third parties any information obtained in connection with the Services unless: (a) the information is known to Consultant prior to obtaining the same directly or indirectly from District or in connection with the Services; (b) the information is in the public domain at the time of disclosure by Consultant; or (c) the information is obtained by Consultant from a third party who did not obtain the same directly or indirectly from District or in connection with the Services. If so requested by District, Consultant shall obtain from its employees, subconsultants and their respective employees nondisclosure agreements in the form and content satisfactory to District. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the activity for which the Services were rendered is not to be construed as publication in derogation of District's or Consultant's rights.

ARTICLE 6 - RELEASE, INDEMNIFICATION AND HOLD HARMLESS

6.1 Release and Indemnification. Consultant releases and shall indemnify and hold harmless District, its successors and assigns, and the directors, officers, employees and agents of District and their successors and assigns (collectively, the "Indemnitees") from all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) relating to the services arising (whether before or after completion of the Services) out of any act, error or omission of any of the following: Consultant; Consultant's subconsultants of any tier; the directors, officers, employees or agents of Consultant or any of its subconsultants of any tier; or anyone acting on Consultant's behalf in connection with the Services or this Agreement ("Indemnitors"). However, to the extent that such claims, losses, harm, costs, liabilities, damages and expenses are caused by or are resulting from the concurrent negligence of (i) the Indemnitees or the indemnitees' agents or employees, and (ii) the Indemnitor or the indemnitors' agents or employees, this indemnity obligation is enforceable only to the extent of the Indemnitors' negligence. Consultant also shall not be required to so indemnify any of the Indemnitees against liability or damages caused by or resulting from the sole negligence of the Indemnitees. The indemnification obligation under this paragraph shall not be

affected by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subconsultant under any worker's compensation act, including Title 51, RCW, any disability benefit acts, or any other employee benefit acts. Consultant and any subconsultant hereby waive, for themselves and their successors, any right to claim such limitation as a defense, set off, or other reduction of rights to indemnification under this paragraph. **Consultant further agrees that this waiver has been mutually negotiated by the parties.**

6.2 Workers' Compensation. As to the Indemnitees identified above only, Consultant expressly waives any immunity or limitations (e.g., on the type or amount of damages, compensation, benefits or liability payable by Consultant) that might otherwise be afforded under any industrial insurance, Workers' compensation, disability benefit or similar law, rule, regulation or order of any governmental authority having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). By executing this Agreement, Consultant acknowledges that the foregoing waiver has been mutually negotiated by the parties.

6.3 Patent; Copyright. Consultant releases and shall defend, indemnify and hold harmless the Indemnitees from all claims, losses, harm, costs, liabilities, damages, expenses (including, but not limited to, reasonable attorneys' fees) and royalties arising (whether before or after completion of the Services) out of or in connection with any claim, action, suit or proceeding based upon infringement of any patent, copyright, trade secret or other proprietary right or upon the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item and arising out of or in connection with performance of the Services or the use or intended use of any of the Services. Further, if any of the Services or any use or intended use of the Services constitutes an infringement of any patent, copyright, trade secret or other proprietary right or the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Consultant shall at its expense either procure for the Indemnitees the right to use the infringing item, replace the infringing item with a substantially equal but noninfringing item or modify the infringing item so that it becomes noninfringing; provided, however, that this paragraph 6.3 does not apply to any claim, action, suit or proceeding based upon infringement which is related to any materials or equipment designated solely by District for use by the District and not designed by the Consultant.

ARTICLE 7 - INSURANCE

7.1 Workers' Compensation; Employer's Liability Insurance. Consultant shall, at its sole expense, require that, with respect to all persons performing the Services, Consultant and its subconsultants maintain in effect at all times during performance of the Services coverage or insurance in accordance with the applicable laws relating to Workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired).

7.2 Liability Insurance. In addition, Consultant shall, at its sole expense, maintain in effect at all times during performance of the Services and for a period of at least three (3) years after completion thereof such insurance as will protect Consultant and the District from all claims, losses, harm, costs, liabilities, damages and expenses arising out of property damage or personal injury (including death) that may occur in connection with performance of the Services. Consultant shall promptly furnish to District upon request certificates of insurance and other evidence (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) of the insurance required under this Article 7. Without limitation of the foregoing, such insurance shall include personal injury (including death) and property damage combined insurance with limits of \$1,000,000 CSL each occurrence and annual aggregate for the following coverages:

- (a) Commercial general liability/general (including premises operations, completed operations, blanket/contractual, broad form property damage and contractor's protective).
- (b) Commercial auto liability (including owned, hired and nonowned).
- (c) Professional liability (E & O)

7.3 Additional Insured; Subrogation. Any policy of insurance required under this Article shall name the District, its employees, directors, officers and agents ("Indemnitees") additional insureds and contain a waiver of the insurer's right of subrogation against the Indemnitees. To the full extent permitted by its policies,

Consultant hereby waives such rights of subrogation. Such policies shall not be terminated or canceled without giving forty-five (45) days' advance written notice thereof to District.

ARTICLE 8 - CHANGES

8.1 Notice. District may at any time, by written notice thereof to Consultant, make changes in the Services to be performed under this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance, and changes in the schedule and location of performance). Consultant shall, within ten (10) days after receipt of notice of any change which Consultant believes to be outside the scope of Services, give District written notice of such belief, otherwise the change shall be deemed to be within the scope of Services.

8.2 Adjustment. If any change under paragraph 8.1 causes an increase or decrease in the cost of or the time required for performance of the Services, an equitable adjustment in the compensation and/or schedule under this Agreement shall be made to reflect such increase or decrease and this Agreement shall be modified in writing accordingly, and only so long as Consultant provides timely notice as required by Section 8.1. Such equitable adjustment shall constitute full compensation to Consultant for such change.

ARTICLE 9 - TERMINATION OF THIS AGREEMENT

9.1 Termination of Agreement by District for Cause.

9.1.1 If Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant shall violate any of the provisions of this Agreement, or if Consultant becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, District shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a certain date at least seven (7) days after the notice, during which period Consultant shall have the right to cure the default.

9.1.2 Whether or not this Agreement is so terminated, Consultant shall be liable to District for any damage or loss resulting from such failure or violation by Consultant described in subparagraph 9.1.1, including, but not limited to, costs in addition to those agreed to herein for prosecuting Services to completion and delay damages paid or incurred by District. The rights and remedies of District provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.1.3 District shall be liable to Consultant for Consultant's just and equitable compensation for any satisfactory services completed, but in no event shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement less any damage or loss described in Section 9.1.2. District may withhold payments to Consultant equal to any claim made in writing by District for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined. In no event shall District be liable for any consequential or incidental damages, including, but not limited to, loss of profit on this or other projects or of reputation incurred by Consultant as a result of such termination. If District purports to terminate all or a part of this Agreement for cause, and it is determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience of District pursuant to paragraph 9.2, and the rights of the parties shall be determined accordingly.

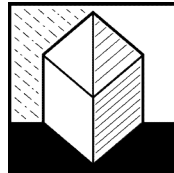
9.2 Termination for Convenience by District. District may, at its option, terminate all or a portion of the services not then performed under this Agreement at any time by so notifying Consultant in writing. In that event, all finished or unfinished documents and other materials as described above shall, at the option of District, become its property upon compensation therefor in accordance with this Agreement, and District shall indemnify and hold harmless Consultant and its agents and employees from any claims arising from District's subsequent use of such documents and other materials, except to the extent Consultant is solely or concurrently negligent. If the Agreement is terminated by District as provided herein, Consultant's compensation for the Services shall be (i) that portion of the compensation for services properly performed prior to termination, and (ii) proper compensation for Reimbursable Expenses. District shall not be liable for any consequential or incidental damages, including, but not limited to, loss of profits on this or other projects or of reputation incurred by Consultant as a result of such termination.

ARTICLE 10 - MISCELLANEOUS

- 10.1 **Time.** Time is of the essence with regard to performance of this Agreement.
- 10.2 **Subcontracting.** Except for any services to be performed by subconsultants specified in Exhibit A, Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of District.
- 10.3 **Independent Contractor.** Consultant shall at all times be an independent contractor and not an agent or representative of District with regard to performance of the Services as authorized by this Agreement. Consultant shall not represent that it is, or hold itself out as, an agent or representative of District. The Consultant shall perform the Services in accordance with its own methods and in an orderly and professional manner. The Consultant is not authorized on behalf of the District to enter into any agreements, to waive or modify any provisions of the District's contracts with third parties, to authorize payment on behalf of the District, or to receive or accept contractual notices, to accept or approve any change in the price or time of contract on behalf of the District, or to otherwise bind the District by its actions. The District shall not be responsible for fringe benefits, withholding, paying of any taxes on behalf of the Consultant or its employees or agents, or remuneration above the amount stipulated in this Agreement.
- 10.4 **Nonwaiver.** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.
- 10.5 **Assignment.** Neither District nor Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
- 10.6 **Entire Agreement.** This Agreement represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Consultant.
- 10.7 **Applicable Law; Venue.** This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington without regard to its choice of law provisions. Venue in any litigation shall be in King County, Washington.
- 10.8 **Conflicts.** The Consultant has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner with the performance of the Services. The Consultant will not employ any person in the performance of this Agreement having any such interest.
- 10.9 **Mediation.** Any dispute arising out of or relating to this Agreement, or the breach thereof, shall first be subject to mediation under the Construction Mediation Rules of the American Arbitration Association ("AAA"). To initiate the mediation process, a party shall submit a written mediation request to the other party. If the parties are unable to agree to a mediator within thirty (30) days after the receipt of the written request for mediation, either party may submit a request for mediation to the AAA. The Consultant may not bring litigation unless it has been properly addressed in the above dispute resolution procedure.

NEW CONSTRUCTION - KIMBALL ELEMENTARY SCHOOL **Building Envelope Consulting Fee Matrix** Tuesday, April 28, 2020

Fee Matrix Summary:	Phase 1 Building Envelope Design Phase	\$ 53,350.00
	Phase 2 Building Envelope Bid Phase	\$ 15,965.00
	Phase 3 Building Envelope Construction Phase	\$ 390,224.00
	Total Fee Amount	\$ 459,539.00



**BUILDING ENVELOPE
TECHNOLOGY & RESEARCH**

PROFESSIONAL ROOFING, WATERPROOFING,
CLADDING, AND FENESTRATION CONSULTANTS

PHASE 1		BUILDING ENVELOPE DESIGN PHASE					TOTALS
Deliverable Task	Task Description	Technical Director	Senior Building Envelope Consultant	Building Envelope Technologist	Part-Time Monitor / CAD Illustrator	Technical Production Administration	
		\$ 195.00	\$ 185.00	\$ 155.00	\$ 98.00	\$ 75.00	
1	Review Schematic Drawings and Material and System Recommendations standards for SPS Schools and then, meet with the Project Architect and SPS Team to review the systems to be installed and to discuss building envelope system continuity and transitioning between the building envelope components.	5	8	8		2	\$ 3,845.00
2	BET&R will perform a technical review of the Architect's building envelope-related detail drawings and technical specifications when the Project Documents are 65% complete. These reviews can be accomplished via digital Bluebeam red-line edits and utilizing design comment matrices for ease of reference for the Project Team. We will also include recommendations for additional building envelope detailing, as may be necessary.	5	48	40		6	\$ 16,505.00
3	BET&R will perform a second technical review of the Architect's building envelope-related detail drawings and technical specifications when the Project Documents are 95% complete with the purpose of confirming comments were entered, check for proper detailing on additional drawings, and for cross checking the building envelope-related specifications and drawings for consistency and accuracy. This review can be accomplished via digital Bluebeam red-line edits and utilizing design comment matrices for ease of reference for the Project Team.	8	48	48		6	\$ 18,330.00
4	Following each of these technical reviews, BET&R anticipates participating in two meetings with the Architect and Owner Team to discuss BET&R's technical recommendations and red-line edits to Drawings & Specifications.		12	15		6	\$ 4,995.00
5	Prepare ten (10) Isometric Details for Complex Building Envelope configurations.		25		50	2	\$ 9,675.00
Phase 1 Subtotal		18	141	111	50	22	
Phase 1 Total		\$ 3,510.00	\$ 26,085.00	\$ 17,205.00	\$ 4,900.00	\$ 1,650.00	\$ 53,350.00

OFFICE ADDRESS | 4000 Delridge Way SW 1st Floor, Seattle, WA 98106

PHONE | 206.405.3455 FAX | 206.405.3458 WEBSITE | bet-r.com

NEW CONSTRUCTION - KIMBALL ELEMENTARY SCHOOL	Building Envelope Consulting Fee Matrix	Tuesday, April 28, 2020
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PHASE 2 BUILDING ENVELOPE BID PHASE		Technical Director	Senior Building Envelope Consultant	Building Envelope Technologist	Part-Time Monitor / CAD Illustrator	Technical Production Administration	TOTALS
Deliverable Task	Task Description	\$ 195.00	\$ 185.00	\$ 155.00	\$ 98.00	\$ 75.00	
1	Prepare for and attend Pre-Bid Meeting to discuss the new School's building envelope-related discuss technical aspects of the building envelope systems, discuss specific details, and assist in facilitating procurement of generally comparable and competitive bids from building envelope-related sub-contractors.	1	8	12		3	\$ 3,760.00
2	BET&R will address bidding sub-contractors' building envelope questions, review and provide recommendations on substitution requests. BET&R also anticipates reviewing one (1) building-envelope related addendum to the Project Manual to integrate answers to contractors' potential questions into the Project Documents, as may be appropriate.	3	15	20		4	\$ 6,760.00
3	Review bids and address Owner and Architect's questions regarding bid alternate(s) selection and award of contract.	5	20	4		2	\$ 5,445.00
		9	43	36	0	9	
	Phase 2 Subtotal	\$ 1,755.00	\$ 7,955.00	\$ 5,580.00	\$ -	\$ 675.00	\$ 15,965.00
	Phase 2 Total						\$ 15,965.00

NEW CONSTRUCTION - KIMBALL ELEMENTARY SCHOOL **Building Envelope Consulting Fee Matrix** **Tuesday, April 28, 2020**

PHASE 3	BUILDING ENVELOPE CONSTRUCTION PHASE	Technical Director	Senior Building Envelope Consultant	Building Envelope Technologist	Part-Time Monitor / CAD Illustrator	Technical Production Administration	TOTALS
Deliverable Task	Task Description	\$ 195.00	\$ 185.00	\$ 155.00	\$ 98.00	\$ 75.00	
1	BET&R will perform technical review of twenty (20) building envelope-related product Submittal Packages.	8	75	60	6	60	\$ 29,823.00
2	Attend and assist Architect with conducting pre-installation meetings with the General Contractor and Sub-Contractors. The focus of these meetings will be to review and discuss building envelope requirements, specifications, and detail drawings, submittal status, and manufacturer’s specific installation requirements: - One (1) Below- and Above-grade Waterproofing and Underslab Vapor Rretarder; - One (1) Brick veneer; - One (1) Metal Cladding and Sheet Metal Flashings; - One (1) Windows,Storefront and Curtain Wall; - One (1) Roofing and Sheet Metal and Penthouse Traffic Coating.	4	8	20	45	5	\$ 10,145.00
3	BET&R has included time for respond to RFI review and response to forty (40) RFIs regarding the building-envelope system and component installation. This will allow for envelope-related questions to be addressed by the Building Envelope Consultant, in a timely manner and consistent with the Project Documents and good industry practice.	5	90	20	10	10	\$ 22,455.00
4	In-situ mock-ups are important to verify the Contractor’s understanding of the design details, proper installation, and sequencing of materials and systems to see that they are suitable for the building and will perform as expected, prior to installing the remainder of the components. BET&R anticipates reviewing the following mock-ups: - One (1) Below-grade Waterproofing Mock-up; - One (1) Traffic Coating Mock-up; - One (1) Rough Opening Flexible Flashing and Window Mock-up; - One (1) Curtain Wall Mock-up; - One (1) Brick Veneer Cladding Mock-up; - One (1) Metal Cladding Mock-up; and - One (1) Roofing and Sheet Metal Mock-up.	5	12	28	88	10	\$ 16,909.00
5 & 6 Task Description	Part-time, Spot-Check, On-Site Monitoring, and Prepare Field Reports: BET&R will conduct technical monitoring site visits to verify that the building envelope work is or is not being performed per the Project Documents, and that the quality of the Contractor’s work is in keeping with industry standards, as well as, to assist with any hidden conditions and/or technical issues that may arise during the Project. It must be understood that the Contractor will be responsible for their own quality control and quality assurance of their Sub-Contractors during construction. A formalized Field Report that includes photographs, narrative descriptions, recommendations, and action items that require follow-up corrective action or tracking will be prepared for the site visits. BET&R recommends that a standard protocol be mutually agreed upon by the Project Team for addressing outstanding Action Items and corrective actions that are documented in the Field Reports. Based on the Architectural Renderings and Schematic Drawings, BET&R anticipates conducting the following part-time monitoring site visits:						
5	On-Site Monitoring and Field Report Preparation for: - Below-grade Waterproofing and Underslab Vapor Retarder (twenty [20] site visits); - Roofing (twenty [28] site visits); - Traffic Coating (two [2] site visits). Anticipate (50) site visits.	15	100	35	550	75	\$ 86,375.00
6	On-Site Monitoring and Field Report Preparation for: - Cladding; and - Fenestration and Related Flashings. Anticipate (60) site visits.	8	105	45	660	90	\$ 99,390.00

NEW CONSTRUCTION - KIMBALL ELEMENTARY SCHOOL		Building Envelope Consulting Fee Matrix			Tuesday, April 28, 2020		
7	Conduct Pre-Completion Survey and Prepare Punchlist: As the roofing, cladding, fenestration, and waterproofing Project work nears completion BET&R will conduct a building envelope Pre-Completion Survey and generate a Punch List of items needing attention, completion, and/or correction prior to the Project being deemed complete.	4	10	48	48	8	\$ 15,374.00
8	Then, once the Contractor notifies the Project Team that their Punch List work and corrections are complete, BET&R will perform a Completion Survey of the building exterior to verify that Punch List items have been addressed.	4	10	48	48	8	\$ 15,374.00
9	Project Progress Meeting Attendance by Project Administrator: Twenty-four (24) Progress Meetings. Technical consulting during the Project.	40	52	120	208	9	\$ 57,079.00
10	Review Building Envelope Portions of O&M Manual and request Contractor provide missing sections, warranties, and/or other items on behalf of SPS.	4	20	25		3	\$ 8,580.00
11	Coordination and consulting services regarding the Air Barrier and Window Water Testing.	2	5	25	50	2	\$ 10,240.00
		99	487	474	1713	280	
	Phase 3 Subtotal	\$ 19,305.00	\$ 90,095.00	\$ 73,470.00	\$ 167,874.00	\$ 21,000.00	\$ 371,744.00
	Testing						\$ 9,900.00
	Testing						\$ 8,580.00
	Phase 3 Total						\$ 390,224.00



BET&R Contract P1747

Northgate Elementary School

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Capital Projects
ziyang@seattleschools.org

Technical Consultation Services for Northgate Elementary School.

**CONTRACT
FOR
CONSULTING SERVICES**

Owner: **Seattle School District No. 1,**

and

Consultant:
Building Envelope Technology &
Research (BET&R)

Tax I.D. #: 91-1943254

**Technical Consultation Services for
Northgate Elementary School**

Contract No. **P1747**

CONSULTING SERVICES CONTRACT

This Agreement, Contract No. **P1747** made by and between Seattle School District No. 1, a Washington municipal corporation ("District" or "Owner"), and **Building Envelope Technology & Research** ("Consultant"). District and Consultant agree as follows:

1. SCOPE OF WORK AND SCHEDULE

- a. Consultant shall provide professional and related services as described in Exhibit A hereto, on the schedule set forth therein ("Services"). Consultant is authorized to proceed (check one):

Upon receipt of this signed Agreement;
 On _____ 20__.

- b. Unless modified by a change order, this contract shall be completed by *(Date)* and the contract shall terminate upon such completion.

2. CONTRACT PRICE [CHECK ONE ONLY]

a. District agrees to pay Consultant, on a time and expenses basis, a sum not to exceed: **Four Hundred Eighty Thousand Five Hundred Fifty Five Dollars and no Cents (\$480,555.00)** (the "Maximum Authorized Compensation") payable according to Consultant's schedule of fees and reimbursable expenses specified in Exhibit B hereto. Compensation will be paid only to the extent that Consultant presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation.

Or

b. District agrees to pay Consultant a lump sum of _____ (\$ _____) as full and complete compensation for all services hereto, exclusive of reimbursable expenses described in Exhibit B, if any. Compensation for reimbursables will be paid only to the extent that Consultant presents documented evidence of expenses incurred during the period for which payment is requested.

Consultant shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, Exhibit C, to the address listed in paragraph 3. The amount paid shall constitute complete compensation for all costs and fees incurred, including any expenses for meals, travel, lodging and Washington State sales tax, if applicable. Additional services must be authorized in writing by District prior to performance. A W-9 form must be attached if Consultant is an individual.

3. COMMUNICATIONS

The District's representative for this contract is Richard Best. All correspondence, requests, notices and other communications to District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the District: **Richard Best**
Director Capital Projects
Seattle School District No. 1
Mail Stop: **22-331**
PO Box 34165
Seattle, WA 98124-1165

To the Consultant: Jim Carlson
Technical Director
Building Envelope Technology
& Research (BET&R)
4000 Delridge Way SW, 1st Floor
Seattle, WA, 98106

Physical Location:
2445 Third Avenue South
Seattle, WA 98134

Either party may from time to time change such address by giving the other party notice of such change in accordance with the provisions of this Paragraph 3.

4. CONSULTANT’S REPORTS

Consultant shall provide reports as requested by District in a format proposed by Consultant and approved by District.

5. PERSONNEL

Consultant shall assign the personnel listed below to the performance of the Work and shall not (for so long as they remain in Consultant’s employ) reassign or remove any of them without the prior written consent of District.

Name	Title	Role
<u>Jim Carlson</u>	<u>Technical Director</u>	<u>Principal Consultant</u>
<u>Dan Jaramillo</u>	<u>Technologist/Administrator</u>	<u>Design Review/PM</u>
<u>Martha Carlson</u>	<u>Intake Manager</u>	<u>Project Coordinator</u>

6. THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:

Exhibit	Topic
A	Scope of Services and Fee
B	Fee and Reimbursable Costs
C	General Conditions of Personal Services Contract (Short Form) revision date of April 18, 2016

Modifications and revisions, if any, to the General Conditions are made by the parties in Exhibit D, if included.

CONSULTANT:

DISTRICT:

Signature

Signature

Jim Carlson

Typed Name

JoLynn Berge

Typed Name

Principal Consultant

Title

CFO/Superintendent’s designee

Title

Date Signed

Date Signed

Building Envelope Technology & Research

Company Name

91-1943254

Employer I.D. No. or Social Security No.

SCOPE OF SERVICES AND FEE

See Attached Building Envelope Technology & Research Document titled Updated BETR Fee Matrix_Northgate Elementary School (ES) Schedule, April 28, 2020

FEES AND REIMBURSABLE COSTS

See Exhibit A for identified fee and reimbursable costs associated with each task.

SERVICES CONTRACT**GENERAL CONDITIONS (SHORT FORM)****ARTICLE 1 - CONSULTANT'S SERVICES AND RESPONSIBILITIES**

1.1 Services. Consultant shall furnish all personnel, equipment and materials for the performance of all services under this Agreement. Such services, together with all drawings, specifications, materials, information, property, and other items provided or to be provided to District under this Agreement, are sometimes collectively referred to herein as the “Services.”

1.2 Manner of Performance. Consultant's Services shall be performed with the degree of care and diligence ordinarily exercised under similar circumstances in the applicable disciplines and as expeditiously as is consistent with such standards of professional skill and care and the orderly progress of the Services. At the time of performance, Consultant shall be properly licensed, equipped, organized and financed to perform the Services.

1.3 District's Representatives. District may designate one or more individuals or firms as its representative for administration of this contract. If a representative is assigned by District, it shall not have authority to assign additional Services or to reduce the Services to be performed by the Consultant under this contract.

1.4 Correction of Noncompliances. Consultant shall, at no cost to District, promptly and satisfactorily correct any Services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulations or ordinances. If the Consultant fails to initiate corrections within fifteen (15) days of receipt of written notice from the District, the District may do so, by contract or otherwise, and recover (e.g., by offset against the compensation otherwise payable under this contract) from the Consultant the cost it incurred. The obligations of the Consultant to correct nonconforming Services shall not in any way limit any other obligations of the Consultant. The District's right to make corrections and charge the Consultant for them is in addition to any other rights and remedies available to the District under this Agreement or otherwise by law and shall in no event be construed or interpreted as obligating the District to make any correction of defective or nonconforming Services.

1.5 Consultant's Personnel. All personnel employed by Consultant engaged in the Services and Services shall be fully qualified and shall be authorized under applicable federal, state, and local law to perform such Services and Services. Consultant shall, if so requested by District, remove from the performance of the Services any person District reasonably deems incompetent. Failure of District to so object shall not relieve Consultant of responsibility for such person. If any personnel are reassigned or replaced by Consultant upon District's request, Consultant shall replace them with personnel approved by District.

1.6 Consultant Employee Background. Pursuant to RCW 28A.400.330, Consultant shall prohibit from providing Services at a public school where there may be contact with children, any employee of Consultant who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract for cause.

1.7 Compliance With Laws

1.7.1 General. Consultant shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services and as interpreted by cognizant authorities, including but not limited to those related to the Americans with Disabilities Act and worker and site safety laws and regulations. Consultant shall furnish such documents as may be required to effect or evidence such compliance. All

laws, ordinances, regulations, and resolutions required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.

1.7.2 Nondiscrimination.

A. Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.

B. During the term of this Agreement, Consultant shall comply with applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

C. Any consultant or contractor who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving awards of any purchase order from Seattle School District No. 1 or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

1.7.3 Debarment

A. Consultant, by accepting the contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Consultant also acknowledges they are not debarred under School Board Policy No. 6973 in contracting with the District currently or on future contracts.

ARTICLE 2 - PAYMENTS TO CONSULTANT

2.1 The compensation shall be made no more frequently than monthly and if paid on a lump sum basis shall be in proportion to the Services performed. Each of Consultant's invoices shall set forth in a detailed and clear manner a complete description of the Services covered thereby, on a form substantially similar to that customarily used by District and shall be supported by such receipts, documents, and other information as District may reasonably request. The invoice shall include separate listings of Services for particular schools or programs, if requested by the District. District shall pay each of Consultant's invoices within thirty (30) days after District's receipt, provided that all required documentation is included and accurate.

ARTICLE 3 - REIMBURSABLE EXPENSES

3.1 Reimbursable Expenses are in addition to the hourly rates for Services and include actual reasonable expenditures made by Consultant and Consultant's employees and subconsultants in the interest of the Project for the expenses listed in the following subparagraphs. Consultant represents that Schedule B sets forth Consultant's best estimate of the Reimbursable Expenses under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, District shall not be obligated to pay Consultant, and Consultant shall not invoice District for, any Reimbursable Expenses which exceed Schedule B, unless authorized by a budget approved in writing by District. District hereby approves the attached schedule as an initial budget for the Reimbursable Expenses. Consultant shall immediately notify District if, in Consultant's best judgment, the then current estimate of the Reimbursable Expenses exceeds the approved budget therefor. Travel expenses are not Reimbursable Expenses, provided, however, that travel more than 75 miles from the site of the Services and approved in writing by the District is a Reimbursable Expense at the Internal Revenue Service allowed rate.

ARTICLE 4 - CONSULTANT'S ACCOUNTING RECORDS

4.1 The Consultant's records of performance of Services shall at all times be subject to review by and the approval of District, but the making of (or failure or delay in making) such review or approval shall not

relieve Consultant of responsibility for performance of the Services in accordance with this Agreement. Records of Reimbursable Expenses shall be kept in accordance with generally accepted accounting principles.

4.2 Consultant shall promptly furnish District with such information related to the Services as may be requested by District. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Consultant shall provide District access to (and District shall have the right to examine, audit and copy) all of Consultant's books, documents, papers and records which are related to the Services or this Agreement. Consultant agrees to provide reasonable cooperation with any inquiry by either the District or State Auditor relating to the performance of the contract. Failure to cooperate may be cause for debarment from award of future contracts and shall act as a waiver of any claim for any further compensation under this contract.

ARTICLE 5 - DISTRICT OWNERSHIP AND USE OF DOCUMENTS

5.1 District Ownership. All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or through the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, completed Services and Services in progress), together with all rights associated with ownership of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. Consultant shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this Agreement. However, Consultant may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.

5.2 License. District shall have a permanent, assignable, nonexclusive, royalty-free license and right to use all concepts, methods, processes, products, writings and other items (whether or not copyrightable or patentable) developed or first reduced to practice in the performance of the Services or otherwise whether by Consultant, any of its subconsultants, or any employee(s) of Consultant in connection with this Agreement. District shall hold Consultant or its subconsultants harmless for District's reuse of documents on a project other than this Project unless the Consultant is retained by the District for such other Project.

5.3 Nondisclosure. Consultant shall not, without the prior written consent of District, disclose to third parties any information obtained in connection with the Services unless: (a) the information is known to Consultant prior to obtaining the same directly or indirectly from District or in connection with the Services; (b) the information is in the public domain at the time of disclosure by Consultant; or (c) the information is obtained by Consultant from a third party who did not obtain the same directly or indirectly from District or in connection with the Services. If so requested by District, Consultant shall obtain from its employees, subconsultants and their respective employees nondisclosure agreements in the form and content satisfactory to District. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the activity for which the Services were rendered is not to be construed as publication in derogation of District's or Consultant's rights.

ARTICLE 6 - RELEASE, INDEMNIFICATION AND HOLD HARMLESS

6.1 Release and Indemnification. Consultant releases and shall indemnify and hold harmless District, its successors and assigns, and the directors, officers, employees and agents of District and their successors and assigns (collectively, the "Indemnitees") from all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) relating to the services arising (whether before or after completion of the Services) out of any act, error or omission of any of the following: Consultant; Consultant's subconsultants of any tier; the directors, officers, employees or agents of Consultant or any of its subconsultants of any tier; or anyone acting on Consultant's behalf in connection with the Services or this Agreement ("Indemnitors"). However, to the extent that such claims, losses, harm, costs, liabilities, damages and expenses are caused by or are resulting from the concurrent negligence of (i) the Indemnitees or the indemnitees' agents or employees, and (ii) the Indemnitor or the indemnitors' agents or employees, this indemnity obligation is enforceable only to the extent of the Indemnitors' negligence. Consultant also shall not be required to so indemnify any of the Indemnitees against liability or damages caused by or resulting

from the sole negligence of the Indemnitees. The indemnification obligation under this paragraph shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subconsultant under any worker's compensation act, including Title 51, RCW, any disability benefit acts, or any other employee benefit acts. Consultant and any subconsultant hereby waive, for themselves and their successors, any right to claim such limitation as a defense, set off, or other reduction of rights to indemnification under this paragraph. **Consultant further agrees that this waiver has been mutually negotiated by the parties.**

6.2 Workers' Compensation. As to the Indemnitees identified above only, Consultant expressly waives any immunity or limitations (e.g., on the type or amount of damages, compensation, benefits or liability payable by Consultant) that might otherwise be afforded under any industrial insurance, Workers' compensation, disability benefit or similar law, rule, regulation or order of any governmental authority having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). By executing this Agreement, Consultant acknowledges that the foregoing waiver has been mutually negotiated by the parties.

6.3 Patent; Copyright. Consultant releases and shall defend, indemnify and hold harmless the Indemnitees from all claims, losses, harm, costs, liabilities, damages, expenses (including, but not limited to, reasonable attorneys' fees) and royalties arising (whether before or after completion of the Services) out of or in connection with any claim, action, suit or proceeding based upon infringement of any patent, copyright, trade secret or other proprietary right or upon the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item and arising out of or in connection with performance of the Services or the use or intended use of any of the Services. Further, if any of the Services or any use or intended use of the Services constitutes an infringement of any patent, copyright, trade secret or other proprietary right or the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Consultant shall at its expense either procure for the Indemnitees the right to use the infringing item, replace the infringing item with a substantially equal but noninfringing item or modify the infringing item so that it becomes noninfringing; provided, however, that this paragraph 6.3 does not apply to any claim, action, suit or proceeding based upon infringement which is related to any materials or equipment designated solely by District for use by the District and not designed by the Consultant.

ARTICLE 7 - INSURANCE

7.1 Workers' Compensation; Employer's Liability Insurance. Consultant shall, at its sole expense, require that, with respect to all persons performing the Services, Consultant and its subconsultants maintain in effect at all times during performance of the Services coverage or insurance in accordance with the applicable laws relating to Workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired).

7.2 Liability Insurance. In addition, Consultant shall, at its sole expense, maintain in effect at all times during performance of the Services and for a period of at least three (3) years after completion thereof such insurance as will protect Consultant and the District from all claims, losses, harm, costs, liabilities, damages and expenses arising out of property damage or personal injury (including death) that may occur in connection with performance of the Services. Consultant shall promptly furnish to District upon request certificates of insurance and other evidence (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) of the insurance required under this Article 7. Without limitation of the foregoing, such insurance shall include personal injury (including death) and property damage combined insurance with limits of \$1,000,000 CSL each occurrence and annual aggregate for the following coverages:

- (a) Commercial general liability/general (including premises operations, completed operations, blanket/contractual, broad form property damage and contractor's protective).
- (b) Commercial auto liability (including owned, hired and nonowned).
- (c) Professional liability (E & O)

7.3 Additional Insured; Subrogation. Any policy of insurance required under this Article shall name the District, its employees, directors, officers and agents ("Indemnitees") additional insureds and contain a

waiver of the insurer's right of subrogation against the Indemnitees. To the full extent permitted by its policies, Consultant hereby waives such rights of subrogation. Such policies shall not be terminated or canceled without giving forty-five (45) days' advance written notice thereof to District.

ARTICLE 8 - CHANGES

8.1 **Notice.** District may at any time, by written notice thereof to Consultant, make changes in the Services to be performed under this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance, and changes in the schedule and location of performance). Consultant shall, within ten (10) days after receipt of notice of any change which Consultant believes to be outside the scope of Services, give District written notice of such belief, otherwise the change shall be deemed to be within the scope of Services.

8.2 **Adjustment.** If any change under paragraph 8.1 causes an increase or decrease in the cost of or the time required for performance of the Services, an equitable adjustment in the compensation and/or schedule under this Agreement shall be made to reflect such increase or decrease and this Agreement shall be modified in writing accordingly, and only so long as Consultant provides timely notice as required by Section 8.1. Such equitable adjustment shall constitute full compensation to Consultant for such change.

ARTICLE 9 - TERMINATION OF THIS AGREEMENT

9.1 **Termination of Agreement by District for Cause.**

9.1.1 If Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant shall violate any of the provisions of this Agreement, or if Consultant becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, District shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a certain date at least seven (7) days after the notice, during which period Consultant shall have the right to cure the default.

9.1.2 Whether or not this Agreement is so terminated, Consultant shall be liable to District for any damage or loss resulting from such failure or violation by Consultant described in subparagraph 9.1.1, including, but not limited to, costs in addition to those agreed to herein for prosecuting Services to completion and delay damages paid or incurred by District. The rights and remedies of District provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.1.3 District shall be liable to Consultant for Consultant's just and equitable compensation for any satisfactory services completed, but in no event shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement less any damage or loss described in Section 9.1.2. District may withhold payments to Consultant equal to any claim made in writing by District for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined. In no event shall District be liable for any consequential or incidental damages, including, but not limited to, loss of profit on this or other projects or of reputation incurred by Consultant as a result of such termination. If District purports to terminate all or a part of this Agreement for cause, and it is determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience of District pursuant to paragraph 9.2, and the rights of the parties shall be determined accordingly.

9.2 **Termination for Convenience by District.** District may, at its option, terminate all or a portion of the services not then performed under this Agreement at any time by so notifying Consultant in writing. In that event, all finished or unfinished documents and other materials as described above shall, at the option of District, become its property upon compensation therefor in accordance with this Agreement, and District shall indemnify and hold harmless Consultant and its agents and employees from any claims arising from District's subsequent use of such documents and other materials, except to the extent Consultant is solely or concurrently negligent. If the Agreement is terminated by District as provided herein, Consultant's compensation for the Services shall be (i) that portion of the compensation for services properly performed prior to termination, and (ii) proper compensation for Reimbursable Expenses. District shall not be liable for any consequential or incidental damages, including, but not

limited to, loss of profits on this or other projects or of reputation incurred by Consultant as a result of such termination.

ARTICLE 10 - MISCELLANEOUS

10.1 Time. Time is of the essence with regard to performance of this Agreement.

10.2 Subcontracting. Except for any services to be performed by subconsultants specified in Exhibit A, Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of District.

10.3 Independent Contractor. Consultant shall at all times be an independent contractor and not an agent or representative of District with regard to performance of the Services as authorized by this Agreement. Consultant shall not represent that it is, or hold itself out as, an agent or representative of District. The Consultant shall perform the Services in accordance with its own methods and in an orderly and professional manner. The Consultant is not authorized on behalf of the District to enter into any agreements, to waive or modify any provisions of the District's contracts with third parties, to authorize payment on behalf of the District, or to receive or accept contractual notices, to accept or approve any change in the price or time of contract on behalf of the District, or to otherwise bind the District by its actions. The District shall not be responsible for fringe benefits, withholding, paying of any taxes on behalf of the Consultant or its employees or agents, or remuneration above the amount stipulated in this Agreement.

10.4 Nonwaiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.

10.5 Assignment. Neither District nor Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

10.6 Entire Agreement. This Agreement represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Consultant.

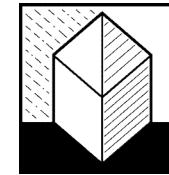
10.7 Applicable Law; Venue. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington without regard to its choice of law provisions. Venue in any litigation shall be in King County, Washington.

10.8 Conflicts. The Consultant has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner with the performance of the Services. The Consultant will not employ any person in the performance of this Agreement having any such interest.

10.9 Mediation. Any dispute arising out of or relating to this Agreement, or the breach thereof, shall first be subject to mediation under the Construction Mediation Rules of the American Arbitration Association ("AAA"). To initiate the mediation process, a party shall submit a written mediation request to the other party. If the parties are unable to agree to a mediator within thirty (30) days after the receipt of the written request for mediation, either party may submit a request for mediation to the AAA. The Consultant may not bring litigation unless it has been properly addressed in the above dispute resolution procedure.

NORTHGATE ELEMENTARY SCHOOL **Building Envelope Consulting Fee Matrix** **Tuesday, April 28, 2020**

Fee Matrix Summary:	Phase 1 Building Envelope Design Phase	\$ 52,515.00
	Phase 2 Building Envelope Bid Phase	\$ 39,245.00
	Phase 3 Building Envelope Construction Phase	\$ 388,795.00
	Total Fee Amount	\$ 480,555.00



**BUILDING ENVELOPE
TECHNOLOGY & RESEARCH**

PROFESSIONAL ROOFING, WATERPROOFING,
CLADDING, AND FENESTRATION CONSULTANTS

PHASE 1		BUILDING ENVELOPE DESIGN PHASE					TOTALS
Deliverable Task	Task Description	Technical Director	Senior Building Envelope Consultant	Building Envelope Technologist	Part-Time Monitor / CAD Illustrator	Technical Production Administration	
		\$ 195.00	\$ 185.00	\$ 155.00	\$ 98.00	\$ 75.00	
1	Review Schematic Drawings and Material and System Recommendations standards for SPS Schools and then, meet with the Project Architect and SPS Team to review the systems to be installed and to discuss building envelope system continuity and transitioning between the building envelope components.	3	8	8		2	\$ 3,455.00
2	Technical Review and Edit of Architect's Building Envelope Drawings & Specifications at 65% Completion: BET&R will perform a technical review of the Architect's building envelope-related detail drawings and technical specifications when the Project Documents are 65% complete. These reviews can be accomplished via digital Bluebeam red-line edits and utilizing design comment matrices for ease of reference for the Project Team. We will also include recommendations for additional building envelope detailing, as may be necessary.		48	45		6	\$ 16,305.00
3	Technical Review and Edit of Architect's Building Envelope Drawings & Specifications at 95% Completion: BET&R will perform a second technical review of the Architect's building envelope-related detail drawings and technical specifications when the Project Documents are 95% complete with the purpose of confirming comments were entered, check for proper detailing on additional drawings, and for cross checking the building envelope-related specifications and drawings for consistency and accuracy. This review can be accomplished via digital Bluebeam red-line edits and utilizing design comment matrices for ease of reference for the Project Team.	8	50	48		6	\$ 18,700.00
4	Participate in two (2) meetings with the Architect and Owner Team to discuss BET&R's technical recommendations and red-line edits to Drawings & Specifications.		12	12		4	\$ 4,380.00
5	Prepare ten (10) Isometric Details for Complex Building Envelope configurations.		25		50	2	\$ 9,675.00
		11	143	113	50	20	
		\$ 2,145.00	\$ 26,455.00	\$ 17,515.00	\$ 4,900.00	\$ 1,500.00	\$ 52,515.00
							\$ 52,515.00

OFFICE ADDRESS | 4000 Delridge Way SW 1st Floor, Seattle, WA 98106

PHONE | 206.405.3455 FAX | 206.405.3458 WEBSITE | bet-r.com

NORTHGATE ELEMENTARY SCHOOL	Building Envelope Consulting Fee Matrix	Tuesday, April 28, 2020
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PHASE 2		BUILDING ENVELOPE PRICING PHASE					TOTALS
Deliverable Task	Task Description	Technical Director	Senior Building Envelope Consultant	Building Envelope Technologist	Part-Time Monitor / CAD Illustator	Technical Production Administration	
		\$ 195.00	\$ 185.00	\$ 155.00	\$ 98.00	\$ 75.00	
1	Prepare for and attend Pre-Bid Meetings as set by the General Contractor to discuss technical aspects of the building envelope systems, discuss specific details, and to assist in facilitating procurement of generally comparable and competitive bids from building envelope-related sub-contractors. We also anticipates reviewing and adding to the GCCM's meeting minutes. BET&R anticipates participating in the following Pre-Bid Meetings: <ul style="list-style-type: none"> - Below-grade Waterproofing; - Cladding; - Fenestration (Windows and Storefront Window Walls); - Roofing. 	5	8	30		2	\$ 7,255.00
2	BET&R will address bidding sub-contractors' building envelope questions, review and provide recommendations on substitution requests and provide responses value engineering suggestions. BET&R also anticipates reviewing one (1) building-envelope related addendum to the Project Manual to integrate answers to contractors' potential questions into the Project Documents, as may be appropriate.	3	22	20		4	\$ 8,055.00
3	BET&R will review bid packages from the sub-contractors and be available to address Project Team's questions regarding bid and sub-contractor selection. We anticipate reviewing the following bid packages: <ul style="list-style-type: none"> - Below-grade Waterproofing, Underslab Vapor Retarder; - Brick Veneer Cladding, WRB, and Sheet Metal Flashings; - Metal Cladding, WRB, and Sheet Metal Flashings; - Windows and Storefront Window Walls; - Roofing, Traffic Coating, and Sheet Metal Cladding. 	5	45	58		5	\$ 18,665.00
		15	93	118	0	11	
Phase 2 Subtotal		\$ 2,925.00	\$ 17,205.00	\$ 18,290.00	\$ -	\$ 825.00	\$ 39,245.00
Phase 2 Total							\$ 39,245.00

NORTHGATE ELEMENTARY SCHOOL	Building Envelope Consulting Fee Matrix	Tuesday, April 28, 2020
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PHASE 3 BUILDING ENVELOPE CONSTRUCTION PHASE		Technical Director	Senior Building Envelope Consultant	Building Envelope Technologist	Part-Time Monitor / CAD Illustrator	Technical Production Administration	TOTALS
Deliverable Task	Task Description	\$ 195.00	\$ 185.00	\$ 155.00	\$ 98.00	\$ 75.00	
1	BET&R will perform technical review of twenty (20) building envelope-related product Submittal Packages.	8	75	60	6	60	\$ 29,823.00
2	Attend and assist Architect with conducting pre-installation meetings with the General Contractor and Sub-Contractors. The focus of these meetings will be to review and discuss building envelope requirements, specifications, and detail drawings, submittal status, and manufacturer’s specific installation requirements: - One (1) Below-grade Waterproofing and Underslab Vapor Retarder; - One (1) Brick Veneer; - One (1) Metal Cladding; - One (1) Windows, Storefront and Curtain Wall; - One (1) Roofing; and Sheet Metal Flashings.	4	8	20	45	5	\$ 10,145.00
3	Assist Architect in responses to forty (40) RFIs regarding the building-envelope system and component installation. With the goal of allowing for envelope-related questions to be addressed by the Building Envelope Consultant in a timely manner and consistent with the Project Documents and good industry practice.	5	40	80	10	10	\$ 22,505.00
4	Part-Time On-Site Mock-Up Observation and Field Report preparation: In-situ mock-ups are important to verify the Contractor’s understanding of the design details, proper installation, and sequencing of materials and systems to see that they are suitable for the building and will perform as expected, prior to installing the remainder of the components. BET&R anticipates reviewing the following mock-ups: - One (1) Traffic Coating Mock-up; - One (1) Below-grade Waterproofing Mock-up; - One (1) Brick Veneer Cladding Mock-up; - One (1) Metal Cladding Mock-up; - One (1) Roofing and Sheet Metal Mock-up; and - One (1) Rough Opening Flexible Flashing and Window Mock-up.	5	12	28	88	10	\$ 16,909.00
5 and 6 Task Description	Part-time, Spot-Check, On-Site Monitoring, and Prepare Field Reports: BET&R will conduct technical monitoring site visits to verify that the building envelope work is or is not being performed per the Project Documents, and that the quality of the Contractor’s work is in keeping with industry standards, as well as, to assist with any hidden conditions and/or technical issues that may arise during the Project. It must be understood that the Contractor will be responsible for their own quality control and quality assurance of their Sub-Contractors during construction. A formalized Field Report that includes photographs, narrative descriptions, recommendations, and action items that require follow-up corrective action or tracking will be prepared for the site visits. BET&R recommends that a standard protocol be mutually agreed upon by the Project Team for addressing outstanding Action Items and corrective actions that are documented in the Field Reports. Based on the Architectural Renderings and Schematic Drawings, BET&R anticipates conducting the following part-time monitoring site visits:						

NORTHGATE ELEMENTARY SCHOOL		Building Envelope Consulting Fee Matrix			Tuesday, April 28, 2020		
5	On-Site Monitoring and Field Report Preparation for: - Below-grade Waterproofing and Underslab Vapor Retarder (seventeen [17] site visits); - Roofing (thirty-five [35] site visits); - Traffic Coating at Penthouses (four [4] site visits); Anticipate (56) site visits.	13	42	56	672	80	\$ 90,841.00
6	Part-time, Spot-Check, On-Site Monitoring and Field Report Preparation for: - Cladding; and - Fenestration and Related Flashings. Anticipate sixty (60) site visits.	13	30	60	720	90	\$ 94,695.00
7	Conduct Pre-Completion Survey and Prepare Punchlist: As the roofing, cladding, fenestration, and waterproofing Project work nears completion BET&R will conduct a building envelope Pre-Completion Survey and generate a Punch List of items needing attention, completion, and/or correction prior to the Project being deemed complete.	4	10	48	48	8	\$ 15,374.00
8	Conduct Completion Survey: Once the Contractor notifies the Project Team that their Punch List work and corrections are complete, BET&R will perform a Completion Survey of the building envelope to verify whether or not the Punch List items have been addressed.	4	8	48	48	8	\$ 15,004.00
9	Project Progress Meeting Attendance by Project Administrator: Twenty-four (24) Progress Meetings. Technical consulting during the Project.	40	52	120	208	9	\$ 57,079.00
10	Review Building Envelope Portions of O&M Manual and request Contractor provide missing sections, warranties, and/or other items on behalf of SPS.	4	20	25		3	\$ 8,580.00
11	Coordination and consulting services regarding the Air Barrier and Window Water Testing.	2	5	25	50	2	\$ 10,240.00
		102	302	570	1895	285	
Phase 3 Subtotal Testing		\$ 19,890.00	\$ 55,870.00	\$ 88,350.00	\$ 185,710.00	\$ 21,375.00	\$ 371,195.00
		Air Barrier Testing Sub-Consultant					\$ 11,000.00
		Window Water Testing ASTM E1105 with Chamber					\$ 6,600.00
Phase 3 Total							\$ 388,795.00



BET&R Contract P1748

Viewlands Elementary School

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Capital Projects
ziyang@seattleschools.org

Technical Consultation Services for Viewlands Elementary School.

**CONTRACT
FOR
CONSULTING SERVICES**

Owner: **Seattle School District No. 1,**

and

Consultant:
Building Envelope Technology &
Research (BET&R)

Tax I.D. #: 91-1943254

**Technical Consultation Services for
Viewlands Elementary School**

Contract No. **P1748**

CONSULTING SERVICES CONTRACT

This Agreement, Contract No. **P1748** made by and between Seattle School District No. 1, a Washington municipal corporation ("District" or "Owner"), and **Building Envelope Technology & Research** ("Consultant"). District and Consultant agree as follows:

1. SCOPE OF WORK AND SCHEDULE

- a. Consultant shall provide professional and related services as described in Exhibit A hereto, on the schedule set forth therein ("Services"). Consultant is authorized to proceed (check one):

Upon receipt of this signed Agreement;
 On _____ 20__.

- b. Unless modified by a change order, this contract shall be completed by *(Date)* and the contract shall terminate upon such completion.

2. CONTRACT PRICE [CHECK ONE ONLY]

a. District agrees to pay Consultant, on a time and expenses basis, a sum not to exceed: **Four Hundred Fifty Three Thousand One Hundred Sixty Five Dollars and no Cents (\$453,165)** (the "Maximum Authorized Compensation") payable according to Consultant's schedule of fees and reimbursable expenses specified in Exhibit B hereto. Compensation will be paid only to the extent that Consultant presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation.

Or

b. District agrees to pay Consultant a lump sum of _____ (\$ _____) as full and complete compensation for all services hereto, exclusive of reimbursable expenses described in Exhibit B, if any. Compensation for reimbursables will be paid only to the extent that Consultant presents documented evidence of expenses incurred during the period for which payment is requested.

Consultant shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, Exhibit C, to the address listed in paragraph 3. The amount paid shall constitute complete compensation for all costs and fees incurred, including any expenses for meals, travel, lodging and Washington State sales tax, if applicable. Additional services must be authorized in writing by District prior to performance. A W-9 form must be attached if Consultant is an individual.

3. COMMUNICATIONS

The District's representative for this contract is Richard Best. All correspondence, requests, notices and other communications to District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the District: **Richard Best**
Director Capital Projects
Seattle School District No. 1
Mail Stop: **22-331**
PO Box 34165
Seattle, WA 98124-1165

To the Consultant: **Jim Carlson**
Technical Director
Building Envelope Technology
& Research (BET&R)
4000 Delridge Way SW, 1st Floor
Seattle, WA, 98106

Physical Location:
2445 Third Avenue South
Seattle, WA 98134

Either party may from time to time may change such address by giving the other party notice of such change in accordance with the provisions of this Paragraph 3.

4. CONSULTANT’S REPORTS

Consultant shall provide reports as requested by District in a format proposed by Consultant and approved by District.

5. PERSONNEL

Consultant shall assign the personnel listed below to the performance of the Work and shall not (for so long as they remain in Consultant’s employ) reassign or remove any of them without the prior written consent of District.

Name	Title	Role
<u>Jim Carlson</u>	<u>Technical Director</u>	<u>Principal Consultant</u>
<u>Juan Aguirre</u>	<u>SR. Envelope Consultant</u>	<u>Design Review/Oversight</u>
<u>Stephen Elliot</u>	<u>SR Roof & Envelope Tech</u>	<u>Project Administration</u>
<u>Martha Carlson</u>	<u>Intake Manager</u>	<u>Project Coordinator</u>

6. THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:

Exhibit	Topic
A	Scope of Services and Fee
B	Fee and Reimbursable Costs
C	General Conditions of Personal Services Contract (Short Form) revision date of April 18, 2016

Modifications and revisions, if any, to the General Conditions are made by the parties in Exhibit D, if included.

CONSULTANT:

DISTRICT:

Signature

Signature

Jim Carlson
Typed Name

JoLynn Berge
Typed Name

Principal Consultant
Title

CFO/Superintendent’s designee
Title

Date Signed

Date Signed

Building Envelope Technology & Research
Company Name

91-1943254
Employer I.D. No. or Social Security No.

SCOPE OF SERVICES AND FEE

See Attached Building Envelope Technology & Research Document titled Updated BET&R Fee Matrix
Viewlands Elementary School (ES) Schedule, April 28, 2020

FEES AND REIMBURSABLE COSTS

See Exhibit A for identified fee and reimbursable costs associated with each task.

SERVICES CONTRACT**GENERAL CONDITIONS (SHORT FORM)****ARTICLE 1 - CONSULTANT'S SERVICES AND RESPONSIBILITIES**

1.1 Services. Consultant shall furnish all personnel, equipment and materials for the performance of all services under this Agreement. Such services, together with all drawings, specifications, materials, information, property, and other items provided or to be provided to District under this Agreement, are sometimes collectively referred to herein as the “Services.”

1.2 Manner of Performance. Consultant's Services shall be performed with the degree of care and diligence ordinarily exercised under similar circumstances in the applicable disciplines and as expeditiously as is consistent with such standards of professional skill and care and the orderly progress of the Services. At the time of performance, Consultant shall be properly licensed, equipped, organized and financed to perform the Services.

1.3 District's Representatives. District may designate one or more individuals or firms as its representative for administration of this contract. If a representative is assigned by District, it shall not have authority to assign additional Services or to reduce the Services to be performed by the Consultant under this contract.

1.4 Correction of Noncompliances. Consultant shall, at no cost to District, promptly and satisfactorily correct any Services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulations or ordinances. If the Consultant fails to initiate corrections within fifteen (15) days of receipt of written notice from the District, the District may do so, by contract or otherwise, and recover (e.g., by offset against the compensation otherwise payable under this contract) from the Consultant the cost it incurred. The obligations of the Consultant to correct nonconforming Services shall not in any way limit any other obligations of the Consultant. The District's right to make corrections and charge the Consultant for them is in addition to any other rights and remedies available to the District under this Agreement or otherwise by law and shall in no event be construed or interpreted as obligating the District to make any correction of defective or nonconforming Services.

1.5 Consultant's Personnel. All personnel employed by Consultant engaged in the Services and Services shall be fully qualified and shall be authorized under applicable federal, state, and local law to perform such Services and Services. Consultant shall, if so requested by District, remove from the performance of the Services any person District reasonably deems incompetent. Failure of District to so object shall not relieve Consultant of responsibility for such person. If any personnel are reassigned or replaced by Consultant upon District's request, Consultant shall replace them with personnel approved by District.

1.6 Consultant Employee Background. Pursuant to RCW 28A.400.330, Consultant shall prohibit from providing Services at a public school where there may be contact with children, any employee of Consultant who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract for cause.

1.7 Compliance With Laws

1.7.1 General. Consultant shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services and as interpreted by cognizant authorities, including but not limited to those related to the Americans with Disabilities Act and worker and site safety laws and regulations. Consultant shall furnish such documents as may be required to effect or evidence such compliance. All

laws, ordinances, regulations, and resolutions required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.

1.7.2 Nondiscrimination.

A. Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.

B. During the term of this Agreement, Consultant shall comply with applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

C. Any consultant or contractor who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving awards of any purchase order from Seattle School District No. 1 or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

1.7.3 Debarment

A. Consultant, by accepting the contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Consultant also acknowledges they are not debarred under School Board Policy No. 6973 in contracting with the District currently or on future contracts.

ARTICLE 2 - PAYMENTS TO CONSULTANT

2.1 The compensation shall be made no more frequently than monthly and if paid on a lump sum basis shall be in proportion to the Services performed. Each of Consultant's invoices shall set forth in a detailed and clear manner a complete description of the Services covered thereby, on a form substantially similar to that customarily used by District and shall be supported by such receipts, documents, and other information as District may reasonably request. The invoice shall include separate listings of Services for particular schools or programs, if requested by the District. District shall pay each of Consultant's invoices within thirty (30) days after District's receipt, provided that all required documentation is included and accurate.

ARTICLE 3 - REIMBURSABLE EXPENSES

3.1 Reimbursable Expenses are in addition to the hourly rates for Services and include actual reasonable expenditures made by Consultant and Consultant's employees and subconsultants in the interest of the Project for the expenses listed in the following subparagraphs. Consultant represents that Schedule B sets forth Consultant's best estimate of the Reimbursable Expenses under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, District shall not be obligated to pay Consultant, and Consultant shall not invoice District for, any Reimbursable Expenses which exceed Schedule B, unless authorized by a budget approved in writing by District. District hereby approves the attached schedule as an initial budget for the Reimbursable Expenses. Consultant shall immediately notify District if, in Consultant's best judgment, the then current estimate of the Reimbursable Expenses exceeds the approved budget therefor. Travel expenses are not Reimbursable Expenses, provided, however, that travel more than 75 miles from the site of the Services and approved in writing by the District is a Reimbursable Expense at the Internal Revenue Service allowed rate.

ARTICLE 4 - CONSULTANT'S ACCOUNTING RECORDS

4.1 The Consultant's records of performance of Services shall at all times be subject to review by and the approval of District, but the making of (or failure or delay in making) such review or approval shall not

relieve Consultant of responsibility for performance of the Services in accordance with this Agreement. Records of Reimbursable Expenses shall be kept in accordance with generally accepted accounting principles.

4.2 Consultant shall promptly furnish District with such information related to the Services as may be requested by District. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Consultant shall provide District access to (and District shall have the right to examine, audit and copy) all of Consultant's books, documents, papers and records which are related to the Services or this Agreement. Consultant agrees to provide reasonable cooperation with any inquiry by either the District or State Auditor relating to the performance of the contract. Failure to cooperate may be cause for debarment from award of future contracts and shall act as a waiver of any claim for any further compensation under this contract.

ARTICLE 5 - DISTRICT OWNERSHIP AND USE OF DOCUMENTS

5.1 District Ownership. All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or through the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, completed Services and Services in progress), together with all rights associated with ownership of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. Consultant shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this Agreement. However, Consultant may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.

5.2 License. District shall have a permanent, assignable, nonexclusive, royalty-free license and right to use all concepts, methods, processes, products, writings and other items (whether or not copyrightable or patentable) developed or first reduced to practice in the performance of the Services or otherwise whether by Consultant, any of its subconsultants, or any employee(s) of Consultant in connection with this Agreement. District shall hold Consultant or its subconsultants harmless for District's reuse of documents on a project other than this Project unless the Consultant is retained by the District for such other Project.

5.3 Nondisclosure. Consultant shall not, without the prior written consent of District, disclose to third parties any information obtained in connection with the Services unless: (a) the information is known to Consultant prior to obtaining the same directly or indirectly from District or in connection with the Services; (b) the information is in the public domain at the time of disclosure by Consultant; or (c) the information is obtained by Consultant from a third party who did not obtain the same directly or indirectly from District or in connection with the Services. If so requested by District, Consultant shall obtain from its employees, subconsultants and their respective employees nondisclosure agreements in the form and content satisfactory to District. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the activity for which the Services were rendered is not to be construed as publication in derogation of District's or Consultant's rights.

ARTICLE 6 - RELEASE, INDEMNIFICATION AND HOLD HARMLESS

6.1 Release and Indemnification. Consultant releases and shall indemnify and hold harmless District, its successors and assigns, and the directors, officers, employees and agents of District and their successors and assigns (collectively, the "Indemnitees") from all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) relating to the services arising (whether before or after completion of the Services) out of any act, error or omission of any of the following: Consultant; Consultant's subconsultants of any tier; the directors, officers, employees or agents of Consultant or any of its subconsultants of any tier; or anyone acting on Consultant's behalf in connection with the Services or this Agreement ("Indemnitors"). However, to the extent that such claims, losses, harm, costs, liabilities, damages and expenses are caused by or are resulting from the concurrent negligence of (i) the Indemnitees or the indemnitees' agents or employees, and (ii) the Indemnitor or the indemnitors' agents or employees, this indemnity obligation is enforceable only to the extent of the Indemnitors' negligence. Consultant also shall not be required to so indemnify any of the Indemnitees against liability or damages caused by or resulting from the sole negligence of the Indemnitees. The indemnification obligation under this paragraph shall not be

affected by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subconsultant under any worker's compensation act, including Title 51, RCW, any disability benefit acts, or any other employee benefit acts. Consultant and any subconsultant hereby waive, for themselves and their successors, any right to claim such limitation as a defense, set off, or other reduction of rights to indemnification under this paragraph. **Consultant further agrees that this waiver has been mutually negotiated by the parties.**

6.2 Workers' Compensation. As to the Indemnitees identified above only, Consultant expressly waives any immunity or limitations (e.g., on the type or amount of damages, compensation, benefits or liability payable by Consultant) that might otherwise be afforded under any industrial insurance, Workers' compensation, disability benefit or similar law, rule, regulation or order of any governmental authority having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). By executing this Agreement, Consultant acknowledges that the foregoing waiver has been mutually negotiated by the parties.

6.3 Patent; Copyright. Consultant releases and shall defend, indemnify and hold harmless the Indemnitees from all claims, losses, harm, costs, liabilities, damages, expenses (including, but not limited to, reasonable attorneys' fees) and royalties arising (whether before or after completion of the Services) out of or in connection with any claim, action, suit or proceeding based upon infringement of any patent, copyright, trade secret or other proprietary right or upon the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item and arising out of or in connection with performance of the Services or the use or intended use of any of the Services. Further, if any of the Services or any use or intended use of the Services constitutes an infringement of any patent, copyright, trade secret or other proprietary right or the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Consultant shall at its expense either procure for the Indemnitees the right to use the infringing item, replace the infringing item with a substantially equal but noninfringing item or modify the infringing item so that it becomes noninfringing; provided, however, that this paragraph 6.3 does not apply to any claim, action, suit or proceeding based upon infringement which is related to any materials or equipment designated solely by District for use by the District and not designed by the Consultant.

ARTICLE 7 - INSURANCE

7.1 Workers' Compensation; Employer's Liability Insurance. Consultant shall, at its sole expense, require that, with respect to all persons performing the Services, Consultant and its subconsultants maintain in effect at all times during performance of the Services coverage or insurance in accordance with the applicable laws relating to Workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired).

7.2 Liability Insurance. In addition, Consultant shall, at its sole expense, maintain in effect at all times during performance of the Services and for a period of at least three (3) years after completion thereof such insurance as will protect Consultant and the District from all claims, losses, harm, costs, liabilities, damages and expenses arising out of property damage or personal injury (including death) that may occur in connection with performance of the Services. Consultant shall promptly furnish to District upon request certificates of insurance and other evidence (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) of the insurance required under this Article 7. Without limitation of the foregoing, such insurance shall include personal injury (including death) and property damage combined insurance with limits of \$1,000,000 CSL each occurrence and annual aggregate for the following coverages:

- (a) Commercial general liability/general (including premises operations, completed operations, blanket/contractual, broad form property damage and contractor's protective).
- (b) Commercial auto liability (including owned, hired and nonowned).
- (c) Professional liability (E & O)

7.3 Additional Insured; Subrogation. Any policy of insurance required under this Article shall name the District, its employees, directors, officers and agents ("Indemnitees") additional insureds and contain a waiver of the insurer's right of subrogation against the Indemnitees. To the full extent permitted by its policies,

Consultant hereby waives such rights of subrogation. Such policies shall not be terminated or canceled without giving forty-five (45) days' advance written notice thereof to District.

ARTICLE 8 - CHANGES

8.1 Notice. District may at any time, by written notice thereof to Consultant, make changes in the Services to be performed under this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance, and changes in the schedule and location of performance). Consultant shall, within ten (10) days after receipt of notice of any change which Consultant believes to be outside the scope of Services, give District written notice of such belief, otherwise the change shall be deemed to be within the scope of Services.

8.2 Adjustment. If any change under paragraph 8.1 causes an increase or decrease in the cost of or the time required for performance of the Services, an equitable adjustment in the compensation and/or schedule under this Agreement shall be made to reflect such increase or decrease and this Agreement shall be modified in writing accordingly, and only so long as Consultant provides timely notice as required by Section 8.1. Such equitable adjustment shall constitute full compensation to Consultant for such change.

ARTICLE 9 - TERMINATION OF THIS AGREEMENT

9.1 Termination of Agreement by District for Cause.

9.1.1 If Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant shall violate any of the provisions of this Agreement, or if Consultant becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, District shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a certain date at least seven (7) days after the notice, during which period Consultant shall have the right to cure the default.

9.1.2 Whether or not this Agreement is so terminated, Consultant shall be liable to District for any damage or loss resulting from such failure or violation by Consultant described in subparagraph 9.1.1, including, but not limited to, costs in addition to those agreed to herein for prosecuting Services to completion and delay damages paid or incurred by District. The rights and remedies of District provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.1.3 District shall be liable to Consultant for Consultant's just and equitable compensation for any satisfactory services completed, but in no event shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement less any damage or loss described in Section 9.1.2. District may withhold payments to Consultant equal to any claim made in writing by District for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined. In no event shall District be liable for any consequential or incidental damages, including, but not limited to, loss of profit on this or other projects or of reputation incurred by Consultant as a result of such termination. If District purports to terminate all or a part of this Agreement for cause, and it is determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience of District pursuant to paragraph 9.2, and the rights of the parties shall be determined accordingly.

9.2 Termination for Convenience by District. District may, at its option, terminate all or a portion of the services not then performed under this Agreement at any time by so notifying Consultant in writing. In that event, all finished or unfinished documents and other materials as described above shall, at the option of District, become its property upon compensation therefor in accordance with this Agreement, and District shall indemnify and hold harmless Consultant and its agents and employees from any claims arising from District's subsequent use of such documents and other materials, except to the extent Consultant is solely or concurrently negligent. If the Agreement is terminated by District as provided herein, Consultant's compensation for the Services shall be (i) that portion of the compensation for services properly performed prior to termination, and (ii) proper compensation for Reimbursable Expenses. District shall not be liable for any consequential or incidental damages, including, but not limited to, loss of profits on this or other projects or of reputation incurred by Consultant as a result of such termination.

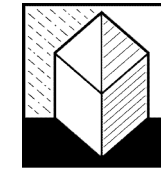
ARTICLE 10 - MISCELLANEOUS

- 10.1 Time. Time is of the essence with regard to performance of this Agreement.
- 10.2 Subcontracting. Except for any services to be performed by subconsultants specified in Exhibit A, Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of District.
- 10.3 Independent Contractor. Consultant shall at all times be an independent contractor and not an agent or representative of District with regard to performance of the Services as authorized by this Agreement. Consultant shall not represent that it is, or hold itself out as, an agent or representative of District. The Consultant shall perform the Services in accordance with its own methods and in an orderly and professional manner. The Consultant is not authorized on behalf of the District to enter into any agreements, to waive or modify any provisions of the District's contracts with third parties, to authorize payment on behalf of the District, or to receive or accept contractual notices, to accept or approve any change in the price or time of contract on behalf of the District, or to otherwise bind the District by its actions. The District shall not be responsible for fringe benefits, withholding, paying of any taxes on behalf of the Consultant or its employees or agents, or remuneration above the amount stipulated in this Agreement.
- 10.4 Nonwaiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.
- 10.5 Assignment. Neither District nor Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
- 10.6 Entire Agreement. This Agreement represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Consultant.
- 10.7 Applicable Law; Venue. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington without regard to its choice of law provisions. Venue in any litigation shall be in King County, Washington.
- 10.8 Conflicts. The Consultant has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner with the performance of the Services. The Consultant will not employ any person in the performance of this Agreement having any such interest.
- 10.9 Mediation. Any dispute arising out of or relating to this Agreement, or the breach thereof, shall first be subject to mediation under the Construction Mediation Rules of the American Arbitration Association ("AAA"). To initiate the mediation process, a party shall submit a written mediation request to the other party. If the parties are unable to agree to a mediator within thirty (30) days after the receipt of the written request for mediation, either party may submit a request for mediation to the AAA. The Consultant may not bring litigation unless it has been properly addressed in the above dispute resolution procedure.

NEW CONSTRUCTION - VIEWLANDS ELEMENTARY SCHOOL **Building Envelope Consulting Fee Matrix** Tuesday, April 28, 2020

Fee Matrix Summary:

Phase 1 Building Envelope Design Phase	\$ 52,665.00
Phase 2 Building Envelope Bid Phase	\$ 15,965.00
Phase 3 Building Envelope Construction Phase	\$ 384,535.00
Total Fee Amount	\$ 453,165.00



**BUILDING ENVELOPE
TECHNOLOGY & RESEARCH**

PROFESSIONAL ROOFING, WATERPROOFING,
CLADDING, AND FENESTRATION CONSULTANTS

PHASE 1		BUILDING ENVELOPE DESIGN PHASE					TOTALS
Deliverable Task	Task Description	Technical Director	Senior Building Envelope Consultant	Building Envelope Technologist	Part-Time Monitor / CAD Illustrator	Technical Production Administration	
		\$ 195.00	\$ 185.00	\$ 155.00	\$ 98.00	\$ 75.00	
1	Review Schematic Drawings and Material and System Recommendations standards for SPS Schools and then meet with the Project Architect and SPS Team to review the systems to be installed and to discuss building envelope system continuity and transitioning between the building envelope components.	3	8	8		2	\$ 3,455.00
2	BET&R will perform a technical review of the Architect's building envelope-related detail drawings and technical specifications when the Project Documents are 65% complete. These reviews can be accomplished via digital Bluebeam red-line edits and utilizing design comment matrices for ease of reference for the Project Team. We will also include recommendations for additional building envelope detailing, as may be necessary.		48	45		6	\$ 16,305.00
3	BET&R will perform a second technical review of the Architect's building envelope-related detail drawings and technical specifications when the Project Documents are 95% complete with the purpose of confirming comments were entered, check for proper detailing on additional drawings, and for cross checking the building envelope-related specifications and drawings for consistency and accuracy. This review can be accomplished via digital Bluebeam red-line edits and utilizing design comment matrices for ease of reference for the Project Team.	8	50	48		6	\$ 18,700.00
4	Following each of these technical reviews, BET&R anticipates participating in two (2) meetings with the Architect and Owner Team to discuss BET&R's technical recommendations and red-line edits to Drawings & Specifications.		12	12		4	\$ 4,380.00
5	Prepare ten (10) Isometric Details for Complex Building Envelope configurations.		25		50	4	\$ 9,825.00
Phase 1 Subtotal		11	143	113	50	22	
Phase 1 Total		\$ 2,145.00	\$ 26,455.00	\$ 17,515.00	\$ 4,900.00	\$ 1,650.00	\$ 52,665.00

OFFICE ADDRESS | 4000 Delridge Way SW 1st Floor, Seattle, WA 98106

PHONE | 206.405.3455 FAX | 206.405.3458 WEBSITE | bet-r.com

NEW CONSTRUCTION - VIEWLANDS ELEMENTARY SCHOOL	Building Envelope Consulting Fee Matrix	Tuesday, April 28, 2020
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PHASE 2		BUILDING ENVELOPE BID PHASE					
Deliverable Task	Task Description	Technical Director	Senior Building Envelope Consultant	Building Envelope Technologist	Part-Time Monitor / CAD Illustrator	Technical Production Administration	TOTALS
		\$ 195.00	\$ 185.00	\$ 155.00	\$ 98.00	\$ 75.00	
1	Prepare for and attend Pre-Bid Meeting to discuss the new School's building envelope-related discuss technical aspects of the building envelope systems, discuss specific details, and assist in facilitating procurement of generally comparable and competitive bids from building envelope-related sub-contractors.	1	8	12		3	\$ 3,760.00
2	BET&R will address bidding sub-contractors' building envelope questions, as well as, review and provide recommendations on substitution requests. BET&R also anticipates reviewing one (1) building-envelope related addendum to the Project Manual to integrate answers to contractors' potential questions into the Project Documents, as may be appropriate.	3	15	20		4	\$ 6,760.00
3	Review bids and address Owner and Architect's questions regarding bid alternate(s) selection and award of contract.	5	20	4		2	\$ 5,445.00
		9	43	36	0	9	
	Phase 2 Subtotal	\$ 1,755.00	\$ 7,955.00	\$ 5,580.00	\$ -	\$ 675.00	\$ 15,965.00
	Phase 2 Total						\$ 15,965.00

NEW CONSTRUCTION - VIEWLANDS ELEMENTARY SCHOOL **Building Envelope Consulting Fee Matrix** Tuesday, April 28, 2020

PHASE 3		BUILDING ENVELOPE CONSTRUCTION PHASE						TOTALS
Deliverable Task	Task Description	Technical Director	Senior Building Envelope Consultant	Building Envelope Technologist	Part-Time Monitor / CAD Illustrator	Technical Production Administration		
		\$ 195.00	\$ 185.00	\$ 155.00	\$ 98.00	\$ 75.00		
1	BET&R will perform technical review of twenty (20) building envelope-related product Submittal Packages.	8	75	60	6	60	\$ 29,823.00	
2	Attend and assist Architect with conducting pre-installation meetings with the General Contractor and Sub-Contractors. The focus of these meetings will be to review and discuss building envelope requirements, specifications, and detail drawings, submittal status, and manufacturer's specific installation requirements: - One (1) Below-grade Waterproofing and Underslab Vapor Retarder; - One (1) Brick Veneer Cladding; - One (1) Metal Cladding; - One (1) Windows, Storefront and Curtain Wall; - One (1) Roofing and Sheet Metal Flashings.	4	8	20	45	5	\$ 10,145.00	
3	BET&R has included time for respond to RFI review and response to forty (40) RFIs regarding the building-envelope system and component installation. This will allow for envelope-related questions to be addressed by the Building Envelope Consultant, in a timely manner and consistent with the Project Documents and good industry practice.	5	40	80	10	10	\$ 22,505.00	
4	In-situ mock-ups are important to verify the Contractor's understanding of the design details, proper installation, and sequencing of materials and systems to see that they are suitable for the building and will perform as expected, prior to installing the remainder of the components. BET&R anticipates reviewing the following mock-ups: - One (1) Below-grade Waterproofing and Vapor Retarder Mock-up; - One (1) Traffic Coating Mock-up; - One (1) Rough Opening Flexible Flashing and Window Mock-up; - One (1) Curtain Wall Mock-up; - One (1) Brick Veneer Cladding Mock-up; - One (1) Metal Cladding Mock-up; and - One (1) Roofing and Sheet Metal Mock-up.	5	12	28	88	6	\$ 16,609.00	
5 and 6 Task Description	Part-time, Spot-Check, On-Site Monitoring, and Prepare Field Report: BET&R will conduct technical monitoring site visits to verify that the building envelope work is being performed per the Project Documents, and that the quality of the Contractor's work is in keeping with industry standards, as well as, to assist with any hidden conditions and/or technical issues that may arise during the Project. It must be understood that the Contractor will be responsible for their own quality control and quality assurance of their Sub-Contractors during construction. A formalized Field Report that includes photographs, narrative descriptions, recommendations, and action items that require follow-up corrective action or tracking will be prepared for the site visits. BET&R recommends that a standard protocol be mutually agreed upon by the Project Team for addressing outstanding Action Items or corrective actions that are documented in the Field Reports. Based on the Architectural Renderings and Schematic Drawings, BET&R anticipates conducting the following part-time monitoring site visits:							
5	On-Site Monitoring and Field Report Preparation for: - Below-grade Waterproofing and Underslab Vapor Retarder (seventeen [17] site visits); - Roofing (thirty-five [35] site visits); - Traffic Coating at Penthouses (four [4] site visits); Anticipate (56) site visits.	13	42	56	672	60	\$ 89,341.00	
6	On-Site Monitoring and Field Report Preparation for: -Cladding; -Fenestration and Related Flashings. Sixty (60) site visits.	15	30	60	720	60	\$ 92,835.00	

NEW CONSTRUCTION - VIEWLANDS ELEMENTARY SCHOOL		Building Envelope Consulting Fee Matrix			Tuesday, April 28, 2020		
7	Conduct Pre-Completion Survey and Prepare Punchlist: As the roofing, cladding, fenestration, and waterproofing Project work nears completion BET&R will conduct a building envelope Pre-Completion Survey and generate a Punch List of items needing attention, completion, and/or correction prior to the Project being deemed complete.	4	10	48	48	8	\$ 15,374.00
8	Conduct Completion Survey: Once the Contractor notifies the Project Team that their Punch List work and corrections are complete, BET&R will perform a Completion Survey of the building envelope to verify whether or not the Punch List items have been addressed.	4	8	48	48	8	\$ 15,004.00
9	Project Progress Meeting Attendance by Project Administrator: Twenty-four (24) Progress Meetings. Technical consulting during the Project.	40	52	120	208	9	\$ 57,079.00
10	Review Building Envelope Portions of O&M Manual and request Contractor provide missing sections, warranties, and/or other items on behalf of SPS.	4	20	25		3	\$ 8,580.00
11	Coordination and consulting services regarding the Air Barrier and Window Water Testing.	2	5	25	50	2	\$ 10,240.00
		104	302	570	1895	231	
	Phase 3 Subtotal	\$ 20,280.00	\$ 55,870.00	\$ 88,350.00	\$ 185,710.00	\$ 17,325.00	\$ 367,535.00
	Testing						\$ 11,000.00
	Testing						\$ 6,000.00
	Phase 3 Total						\$ 384,535.00



BET&R Contract P1746

West Seattle Elementary School

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Capital Projects
ziyang@seattleschools.org

Technical Consultation Services for West Seattle Elementary School.

**CONTRACT
FOR
CONSULTING SERVICES**

Owner: **Seattle School District No. 1,**

and

Consultant:
Building Envelope Technology &
Research (BET&R)

Tax I.D. #: 91-1943254

**Technical Consultation Services for
West Seattle Elementary School**

Contract No. **P1746**

CONSULTING SERVICES CONTRACT

This Agreement, Contract No. **P1746** made by and between Seattle School District No. 1, a Washington municipal corporation ("District" or "Owner"), and **Building Envelope Technology & Research** ("Consultant"). District and Consultant agree as follows:

1. SCOPE OF WORK AND SCHEDULE

- a. Consultant shall provide professional and related services as described in Exhibit A hereto, on the schedule set forth therein ("Services"). Consultant is authorized to proceed (check one):

Upon receipt of this signed Agreement;
 On _____ 20__.

- b. Unless modified by a change order, this contract shall be completed by *(Date)* and the contract shall terminate upon such completion.

2. CONTRACT PRICE [CHECK ONE ONLY]

a. District agrees to pay Consultant, on a time and expenses basis, a sum not to exceed: **Two Hundred Ninety Eight Thousand Eighteen Dollars and no Cents (\$298,018.00)** (the "Maximum Authorized Compensation") payable according to Consultant's schedule of fees and reimbursable expenses specified in Exhibit B hereto. Compensation will be paid only to the extent that Consultant presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation.
Or

b. District agrees to pay Consultant a lump sum of _____ (\$ _____) as full and complete compensation for all services hereto, exclusive of reimbursable expenses described in Exhibit B, if any. Compensation for reimbursables will be paid only to the extent that Consultant presents documented evidence of expenses incurred during the period for which payment is requested.

Consultant shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, Exhibit C, to the address listed in paragraph 3. The amount paid shall constitute complete compensation for all costs and fees incurred, including any expenses for meals, travel, lodging and Washington State sales tax, if applicable. Additional services must be authorized in writing by District prior to performance. A W-9 form must be attached if Consultant is an individual.

3. COMMUNICATIONS

The District's representative for this contract is Richard Best. All correspondence, requests, notices and other communications to District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the District: **Richard Best**
Director Capital Projects
Seattle School District No. 1
Mail Stop: **22-331**
PO Box 34165
Seattle, WA 98124-1165

To the Consultant: Jim Carlson
Technical Director
Building Envelope Technology
& Research (BET&R)
4000 Delridge Way SW, 1st Floor
Seattle, WA, 98106

Physical Location:
2445 Third Avenue South
Seattle, WA 98134

Either party may from time to time change such address by giving the other party notice of such change in accordance with the provisions of this Paragraph 3.

4. CONSULTANT’S REPORTS

Consultant shall provide reports as requested by District in a format proposed by Consultant and approved by District.

5. PERSONNEL

Consultant shall provide reports as requested by District in a format proposed by Consultant and approved by District.

Name	Title	Role
<u>Jim Carlson</u>	<u>Technical Director</u>	<u>Principal Consultant</u>
<u>Stephen Elliot</u>	<u>SR. Roof & Envelope Tech.</u>	<u>Construction Phase Lead</u>
<u>Martha Carlson</u>	<u>Intake Manager</u>	<u>Project Coordinator</u>

6 THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:

Exhibit	Topic
A	Scope of Services and Fee
B	Fee and Reimbursable Costs
C	General Conditions of Personal Services Contract (Short Form) revision date of April 18, 2016

Modifications and revisions, if any, to the General Conditions are made by the parties in Exhibit D, if included.

CONSULTANT:

DISTRICT:

Signature

Signature

Jim Carlson

Typed Name

JoLynn Berge

Typed Name

Principal Consultant

Title

CFO/Superintendent’s designee

Title

Date Signed

Date Signed

Building Envelope Technology & Research

Company Name

91-1943254

Employer I.D. No. or Social Security No.

SCOPE OF SERVICES AND FEE

See Attached Building Envelope Technology & Research Document titled Updated BETR Fee Matrix_ West Seattle Elementary (ES) Schedule, April 13, 2020

FEES AND REIMBURSABLE COSTS

See Exhibit A for identified fee and reimbursable costs associated with each task.

SERVICES CONTRACT

GENERAL CONDITIONS (SHORT FORM)

ARTICLE 1 - CONSULTANT'S SERVICES AND RESPONSIBILITIES

1.1 Services. Consultant shall furnish all personnel, equipment and materials for the performance of all services under this Agreement. Such services, together with all drawings, specifications, materials, information, property, and other items provided or to be provided to District under this Agreement, are sometimes collectively referred to herein as the “Services.”

1.2 Manner of Performance. Consultant's Services shall be performed with the degree of care and diligence ordinarily exercised under similar circumstances in the applicable disciplines and as expeditiously as is consistent with such standards of professional skill and care and the orderly progress of the Services. At the time of performance, Consultant shall be properly licensed, equipped, organized and financed to perform the Services.

1.3 District's Representatives. District may designate one or more individuals or firms as its representative for administration of this contract. If a representative is assigned by District, it shall not have authority to assign additional Services or to reduce the Services to be performed by the Consultant under this contract.

1.4 Correction of Noncompliances. Consultant shall, at no cost to District, promptly and satisfactorily correct any Services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulations or ordinances. If the Consultant fails to initiate corrections within fifteen (15) days of receipt of written notice from the District, the District may do so, by contract or otherwise, and recover (e.g., by offset against the compensation otherwise payable under this contract) from the Consultant the cost it incurred. The obligations of the Consultant to correct nonconforming Services shall not in any way limit any other obligations of the Consultant. The District's right to make corrections and charge the Consultant for them is in addition to any other rights and remedies available to the District under this Agreement or otherwise by law and shall in no event be construed or interpreted as obligating the District to make any correction of defective or nonconforming Services.

1.5 Consultant's Personnel. All personnel employed by Consultant engaged in the Services and Services shall be fully qualified and shall be authorized under applicable federal, state, and local law to perform such Services and Services. Consultant shall, if so requested by District, remove from the performance of the Services any person District reasonably deems incompetent. Failure of District to so object shall not relieve Consultant of responsibility for such person. If any personnel are reassigned or replaced by Consultant upon District's request, Consultant shall replace them with personnel approved by District.

1.6 Consultant Employee Background. Pursuant to RCW 28A.400.330, Consultant shall prohibit from providing Services at a public school where there may be contact with children, any employee of Consultant who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract for cause.

1.7 Compliance With Laws

1.7.1 General. Consultant shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services and as interpreted by cognizant authorities,

including but not limited to those related to the Americans with Disabilities Act and worker and site safety laws and regulations. Consultant shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, regulations, and resolutions required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.

1.7.2 Nondiscrimination.

A. Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.

B. During the term of this Agreement, Consultant shall comply with applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

C. Any consultant or contractor who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving awards of any purchase order from Seattle School District No. 1 or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

1.7.3 Debarment

A. Consultant, by accepting the contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Consultant also acknowledges they are not debarred under School Board Policy No. 6973 in contracting with the District currently or on future contracts.

ARTICLE 2 - PAYMENTS TO CONSULTANT

2.1 The compensation shall be made no more frequently than monthly and if paid on a lump sum basis shall be in proportion to the Services performed. Each of Consultant's invoices shall set forth in a detailed and clear manner a complete description of the Services covered thereby, on a form substantially similar to that customarily used by District and shall be supported by such receipts, documents, and other information as District may reasonably request. The invoice shall include separate listings of Services for particular schools or programs, if requested by the District. District shall pay each of Consultant's invoices within thirty (30) days after District's receipt, provided that all required documentation is included and accurate.

ARTICLE 3 - REIMBURSABLE EXPENSES

3.1 Reimbursable Expenses are in addition to the hourly rates for Services and include actual reasonable expenditures made by Consultant and Consultant's employees and subconsultants in the interest of the Project for the expenses listed in the following subparagraphs. Consultant represents that Schedule B sets forth Consultant's best estimate of the Reimbursable Expenses under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, District shall not be obligated to pay Consultant, and Consultant shall not invoice District for, any Reimbursable Expenses which exceed Schedule B, unless authorized by a budget approved in writing by District. District hereby approves the attached schedule as an initial budget for the Reimbursable Expenses. Consultant shall immediately notify District if, in Consultant's best judgment, the then current estimate of the Reimbursable Expenses exceeds the approved budget therefor. Travel expenses are not Reimbursable Expenses, provided, however, that travel more than 75 miles from the site of the Services and approved in writing by the District is a Reimbursable Expense at the Internal Revenue Service allowed rate.

ARTICLE 4 - CONSULTANT'S ACCOUNTING RECORDS

4.1 The Consultant's records of performance of Services shall at all times be subject to review by and the approval of District, but the making of (or failure or delay in making) such review or approval shall not relieve Consultant of responsibility for performance of the Services in accordance with this Agreement. Records of Reimbursable Expenses shall be kept in accordance with generally accepted accounting principles.

4.2 Consultant shall promptly furnish District with such information related to the Services as may be requested by District. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Consultant shall provide District access to (and District shall have the right to examine, audit and copy) all of Consultant's books, documents, papers and records which are related to the Services or this Agreement. Consultant agrees to provide reasonable cooperation with any inquiry by either the District or State Auditor relating to the performance of the contract. Failure to cooperate may be cause for debarment from award of future contracts and shall act as a waiver of any claim for any further compensation under this contract.

ARTICLE 5 - DISTRICT OWNERSHIP AND USE OF DOCUMENTS

5.1 District Ownership. All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or through the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, completed Services and Services in progress), together with all rights associated with ownership of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. Consultant shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this Agreement. However, Consultant may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.

5.2 License. District shall have a permanent, assignable, nonexclusive, royalty-free license and right to use all concepts, methods, processes, products, writings and other items (whether or not copyrightable or patentable) developed or first reduced to practice in the performance of the Services or otherwise whether by Consultant, any of its subconsultants, or any employee(s) of Consultant in connection with this Agreement. District shall hold Consultant or its subconsultants harmless for District's reuse of documents on a project other than this Project unless the Consultant is retained by the District for such other Project.

5.3 Nondisclosure. Consultant shall not, without the prior written consent of District, disclose to third parties any information obtained in connection with the Services unless: (a) the information is known to Consultant prior to obtaining the same directly or indirectly from District or in connection with the Services; (b) the information is in the public domain at the time of disclosure by Consultant; or (c) the information is obtained by Consultant from a third party who did not obtain the same directly or indirectly from District or in connection with the Services. If so requested by District, Consultant shall obtain from its employees, subconsultants and their respective employees nondisclosure agreements in the form and content satisfactory to District. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the activity for which the Services were rendered is not to be construed as publication in derogation of District's or Consultant's rights.

ARTICLE 6 - RELEASE, INDEMNIFICATION AND HOLD HARMLESS

6.1 Release and Indemnification. Consultant releases and shall indemnify and hold harmless District, its successors and assigns, and the directors, officers, employees and agents of District and their successors and assigns (collectively, the "Indemnitees") from all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) relating to the services arising (whether before or after completion of the Services) out of any act, error or omission of any of the following: Consultant; Consultant's subconsultants of any tier; the directors, officers, employees or agents of Consultant or any of its subconsultants of any tier; or anyone acting on Consultant's behalf in connection with the Services or this Agreement ("Indemnitors"). However, to the extent that such claims, losses, harm, costs, liabilities, damages and expenses are caused by or are resulting from the concurrent negligence of (i) the Indemnitees or the indemnitees' agents or employees, and (ii) the Indemnitor or the indemnitors' agents or

employees, this indemnity obligation is enforceable only to the extent of the Indemnitors' negligence. Consultant also shall not be required to so indemnify any of the Indemnitees against liability or damages caused by or resulting from the sole negligence of the Indemnitees. The indemnification obligation under this paragraph shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subconsultant under any worker's compensation act, including Title 51, RCW, any disability benefit acts, or any other employee benefit acts. Consultant and any subconsultant hereby waive, for themselves and their successors, any right to claim such limitation as a defense, set off, or other reduction of rights to indemnification under this paragraph. **Consultant further agrees that this waiver has been mutually negotiated by the parties.**

6.2 Workers' Compensation. As to the Indemnitees identified above only, Consultant expressly waives any immunity or limitations (e.g., on the type or amount of damages, compensation, benefits or liability payable by Consultant) that might otherwise be afforded under any industrial insurance, Workers' compensation, disability benefit or similar law, rule, regulation or order of any governmental authority having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). By executing this Agreement, Consultant acknowledges that the foregoing waiver has been mutually negotiated by the parties.

6.3 Patent; Copyright. Consultant releases and shall defend, indemnify and hold harmless the Indemnitees from all claims, losses, harm, costs, liabilities, damages, expenses (including, but not limited to, reasonable attorneys' fees) and royalties arising (whether before or after completion of the Services) out of or in connection with any claim, action, suit or proceeding based upon infringement of any patent, copyright, trade secret or other proprietary right or upon the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item and arising out of or in connection with performance of the Services or the use or intended use of any of the Services. Further, if any of the Services or any use or intended use of the Services constitutes an infringement of any patent, copyright, trade secret or other proprietary right or the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Consultant shall at its expense either procure for the Indemnitees the right to use the infringing item, replace the infringing item with a substantially equal but noninfringing item or modify the infringing item so that it becomes noninfringing; provided, however, that this paragraph 6.3 does not apply to any claim, action, suit or proceeding based upon infringement which is related to any materials or equipment designated solely by District for use by the District and not designed by the Consultant.

ARTICLE 7 - INSURANCE

7.1 Workers' Compensation; Employer's Liability Insurance. Consultant shall, at its sole expense, require that, with respect to all persons performing the Services, Consultant and its subconsultants maintain in effect at all times during performance of the Services coverage or insurance in accordance with the applicable laws relating to Workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired).

7.2 Liability Insurance. In addition, Consultant shall, at its sole expense, maintain in effect at all times during performance of the Services and for a period of at least three (3) years after completion thereof such insurance as will protect Consultant and the District from all claims, losses, harm, costs, liabilities, damages and expenses arising out of property damage or personal injury (including death) that may occur in connection with performance of the Services. Consultant shall promptly furnish to District upon request certificates of insurance and other evidence (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) of the insurance required under this Article 7. Without limitation of the foregoing, such insurance shall include personal injury (including death) and property damage combined insurance with limits of \$1,000,000 CSL each occurrence and annual aggregate for the following coverages:

- (a) Commercial general liability/general (including premises operations, completed operations, blanket/contractual, broad form property damage and contractor's protective).
- (b) Commercial auto liability (including owned, hired and nonowned).
- (c) Professional liability (E & O)

7.3 Additional Insured; Subrogation. Any policy of insurance required under this Article shall name the District, its employees, directors, officers and agents (“Indemnitees”) additional insureds and contain a waiver of the insurer’s right of subrogation against the Indemnitees. To the full extent permitted by its policies, Consultant hereby waives such rights of subrogation. Such policies shall not be terminated or canceled without giving forty-five (45) days’ advance written notice thereof to District.

ARTICLE 8 - CHANGES

8.1 Notice. District may at any time, by written notice thereof to Consultant, make changes in the Services to be performed under this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance, and changes in the schedule and location of performance). Consultant shall, within ten (10) days after receipt of notice of any change which Consultant believes to be outside the scope of Services, give District written notice of such belief, otherwise the change shall be deemed to be within the scope of Services.

8.2 Adjustment. If any change under paragraph 8.1 causes an increase or decrease in the cost of or the time required for performance of the Services, an equitable adjustment in the compensation and/or schedule under this Agreement shall be made to reflect such increase or decrease and this Agreement shall be modified in writing accordingly, and only so long as Consultant provides timely notice as required by Section 8.1. Such equitable adjustment shall constitute full compensation to Consultant for such change.

ARTICLE 9 - TERMINATION OF THIS AGREEMENT

9.1 Termination of Agreement by District for Cause.

9.1.1 If Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant shall violate any of the provisions of this Agreement, or if Consultant becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, District shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a certain date at least seven (7) days after the notice, during which period Consultant shall have the right to cure the default.

9.1.2 Whether or not this Agreement is so terminated, Consultant shall be liable to District for any damage or loss resulting from such failure or violation by Consultant described in subparagraph 9.1.1, including, but not limited to, costs in addition to those agreed to herein for prosecuting Services to completion and delay damages paid or incurred by District. The rights and remedies of District provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.1.3 District shall be liable to Consultant for Consultant’s just and equitable compensation for any satisfactory services completed, but in no event shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement less any damage or loss described in Section 9.1.2. District may withhold payments to Consultant equal to any claim made in writing by District for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined. In no event shall District be liable for any consequential or incidental damages, including, but not limited to, loss of profit on this or other projects or of reputation incurred by Consultant as a result of such termination. If District purports to terminate all or a part of this Agreement for cause, and it is determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience of District pursuant to paragraph 9.2, and the rights of the parties shall be determined accordingly.

9.2 Termination for Convenience by District. District may, at its option, terminate all or a portion of the services not then performed under this Agreement at any time by so notifying Consultant in writing. In that event, all finished or unfinished documents and other materials as described above shall, at the option of District, become its property upon compensation therefor in accordance with this Agreement, and District shall indemnify and hold harmless Consultant and its agents and employees from any claims arising from District’s subsequent use of such documents and other materials, except to the extent Consultant is solely or concurrently negligent. If the Agreement is terminated by District as provided herein, Consultant’s compensation for the Services shall be (i) that portion of the compensation for services properly performed prior to termination, and (ii) proper compensation for

Reimbursable Expenses. District shall not be liable for any consequential or incidental damages, including, but not limited to, loss of profits on this or other projects or of reputation incurred by Consultant as a result of such termination.

ARTICLE 10 - MISCELLANEOUS

10.1 Time. Time is of the essence with regard to performance of this Agreement.

10.2 Subcontracting. Except for any services to be performed by subconsultants specified in Exhibit A, Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of District.

10.3 Independent Contractor. Consultant shall at all times be an independent contractor and not an agent or representative of District with regard to performance of the Services as authorized by this Agreement. Consultant shall not represent that it is, or hold itself out as, an agent or representative of District. The Consultant shall perform the Services in accordance with its own methods and in an orderly and professional manner. The Consultant is not authorized on behalf of the District to enter into any agreements, to waive or modify any provisions of the District's contracts with third parties, to authorize payment on behalf of the District, or to receive or accept contractual notices, to accept or approve any change in the price or time of contract on behalf of the District, or to otherwise bind the District by its actions. The District shall not be responsible for fringe benefits, withholding, paying of any taxes on behalf of the Consultant or its employees or agents, or remuneration above the amount stipulated in this Agreement.

10.4 Nonwaiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.

10.5 Assignment. Neither District nor Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

10.6 Entire Agreement. This Agreement represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Consultant.

10.7 Applicable Law; Venue. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington without regard to its choice of law provisions. Venue in any litigation shall be in King County, Washington.

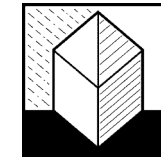
10.8 Conflicts. The Consultant has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner with the performance of the Services. The Consultant will not employ any person in the performance of this Agreement having any such interest.

10.9 Mediation. Any dispute arising out of or relating to this Agreement, or the breach thereof, shall first be subject to mediation under the Construction Mediation Rules of the American Arbitration Association ("AAA"). To initiate the mediation process, a party shall submit a written mediation request to the other party. If the parties are unable to agree to a mediator within thirty (30) days after the receipt of the written request for mediation, either party may submit a request for mediation to the AAA. The Consultant may not bring litigation unless it has been properly addressed in the above dispute resolution procedure.

NEW ADDITION - WEST SEATTLE ELEMENTARY SCHOOL **Building Envelope Consulting Fee Matrix** Monday, April 13, 2020

Fee Matrix Summary

Phase 1 Building Envelope Design Phase	\$ 46,590.00
Phase 2 Building Envelope Bid Phase	\$ 9,620.00
Phase 3 Building Envelope Construction Phase	\$ 241,808.00
Total Fee Amount	\$ 298,018.00



**BUILDING ENVELOPE
TECHNOLOGY & RESEARCH**

PROFESSIONAL ROOFING, WATERPROOFING,
CLADDING, AND FENESTRATION CONSULTANTS

PHASE 1		BUILDING ENVELOPE DESIGN PHASE					TOTALS
Deliverable Task	Task Description	Technical Director	Senior Building Envelope Consultant	Building Envelope Technologist	Part-time Monitor / CAD Illustrator	Technical Production Administration	
		\$ 195.00	\$ 185.00	\$ 155.00	\$ 98.00	\$ 75.00	
1	Review Schematic Drawings and Material and System Recommendations standards for SPS Schools, and then meet with the Project Architect and SPS Team to review the systems to be specified (and ultimately installed), and to discuss building envelope system continuity and transitioning between the building envelope components regarding the new classroom addition portion of the building.	12	4			2	\$ 3,230.00
2	BET&R will perform a technical review of the Architect's building envelope-related addition and existing building roof replacement drawings, detail drawings, and technical specifications when the Project Documents are 65% complete. These reviews can be accomplished via digital Bluebeam red-line edits and utilizing a design comments matrix or matrices for ease of reference for the Project Team. We will also include recommendations for additional building envelope detailing, as may be necessary.	48		42		6	\$ 16,320.00
3	BET&R will perform a second technical review of the Architect's new classroom wing addition's building envelope-related and existing building roof replacement detail drawings and technical specifications when the Project Documents are 95% complete with the purpose of confirming the 65% comments were entered, check for proper detailing on additional drawings, and for checking the building envelope-related technical specifications and drawings for consistency and accuracy. This 95% technical review can be accomplished via digital Bluebeam red-line edits and utilizing a design comments matrix or matrices for ease of reference for the Project Team.	55		42		8	\$ 17,835.00
4	Following each of these technical reviews, BET&R anticipates participating in a meeting with the Architect and Owner Team to discuss BET&R's technical recommendations and the technical red-line edits to Drawings & Specifications.	12		12		1	\$ 4,275.00
5	Prepare five (5) Isometric Details for Complex Building Envelope configurations.		13		25	1	\$ 4,930.00
Phase 1 Subtotal		127	17	96	25	18	
		\$ 24,765.00	\$ 3,145.00	\$ 14,880.00	\$ 2,450.00	\$ 1,350.00	\$ 46,590.00
							\$ 46,590.00

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NEW ADDITION - WEST SEATTLE ELEMENTARY SCHOOL		Building Envelope Consulting Fee Matrix				Monday, April 13, 2020	
PHASE 2		BUILDING ENVELOPE BID PHASE					
		Technical Director	Senior Building Envelope Consultant	Building Envelope Technologist	Part-time Monitor / CAD Illustrator	Technical Production Administration	TOTALS
Deliverable Task	Task Description	\$ 195.00	\$ 185.00	\$ 155.00	\$ 98.00	\$ 75.00	
1	Attend Pre-Bid Meeting and field building envelope questions during meeting.	5		5		1	\$ 1,825.00
2	BET&R will assist the Architect and Owner to address bidding contractors' questions related to the new classroom addition's building envelope. BET&R will review and provide recommendations on building-envelope related substitution requests, as requested by the Architect. BET&R also anticipates reviewing one (1) building-envelope related addendum, prepared by the Architect, in effort that the Architect can incorporate the addendum into to the Project Manual, and to help integrate technical answers to contractors' potential questions into the Project Manual, as may be appropriate.	12		16	5	2	\$ 5,460.00
3	Review bids and address Owner and Architect's questions regarding bid alternate(s) selection and award of contract.	5		5		2	\$ 2,335.00
		22	0	26	5	5	
Phase 2 Subtotal		\$ 4,290.00	\$ -	\$ 4,030.00	\$ 490.00	\$ 375.00	\$ 9,620.00
Phase 2 Total							\$ 9,620.00

NEW ADDITION - WEST SEATTLE ELEMENTARY SCHOOL **Building Envelope Consulting Fee Matrix** **Monday, April 13, 2020**

PHASE 3		BUILDING ENVELOPE CONSTRUCTION PHASE					TOTALS
Deliverable Task	Task Description	Technical Director	Senior Building Envelope Consultant	Building Envelope Technologist	Part-time Monitor / CAD Illustrator	Technical Production Administration	
		\$ 195.00	\$ 185.00	\$ 155.00	\$ 98.00	\$ 75.00	
1	BET&R will perform technical review of up to ten (10) building envelope-related product Submittal packages.	12		15	8	30	\$ 7,699.00
2	Attend and assist Architect and Owner Team with conducting pre-installation meetings with the General Contractor and envelope-related Sub-contractors. The focus of these pre-cons/meetings will be to review and discuss building envelope requirements, specifications, and detail drawings, submittal status, and manufacturer's installation requirements, weather-related items: - One (1) Waterproofing; - One (1) Cladding; - One (1) Fenestration; - One (1) Roofing.	12		12	36	4	\$ 8,028.00
3	BET&R has included time for RFI review and response to twenty-five (25) RFIs regarding the building-envelope installation. This will allow for envelope-related questions to be addressed by the Building Envelope Consultant, in a timely manner and consistent with the Project Documents and good industry practice.	25		40	15	12	\$ 13,445.00
4	In-situ mock-ups are important to verify the Contractor's understanding of the design details, proper installation and sequencing of materials, and integration of envelope systems, to see that they are suitable as mocked-up in-situ and will perform as expected, prior to Contractor installing the remainder of the components. BET&R anticipates reviewing the following mock-ups: - One (1) Below-grade Waterproofing Mock-up; - One (1) Underside Vapor Retarder Mock-up; - One (1) Rough-opening Flexible Flashing and Window Mock-up; - One (1) Curtain Wall Mock-up; - One (1) Brick Veneer Cladding and Flashing Mock-up; - One (1) Metal Cladding and Flashing Mock-up; and - One (1) Roofing and Sheet Metal Flashing Mock-up.	16		21	70	10	\$ 13,985.00
5 and 6 Description	BET&R will conduct technical monitoring site visits to see that the building envelope work is being performed per the Project Documents, and that the quality of the Contractor's work is in keeping with Project requirements, industry standards, as well as, to assist with technical issues that may arise during the Project. It must be understood that the Contractor will be responsible for their own quality control and quality assurance of their Sub-contractors' work during construction. A formalized Field Report that includes photographs, narrative descriptions, recommendations, and action items that require follow-up corrective action by the Contractor and tracking will be prepared by the building envelope monitor for the site visits. BET&R recommends that a standard protocol be mutually agreed upon by the Project Team for addressing outstanding Action Items, and their corrective actions, that are documented in BET&R's Field Reports. Based on the Architectural Renderings and/or Schematic Drawings, BET&R anticipates conducting the following part-time monitoring site visits:						\$ -
5	On-Site Monitoring and Field Report Preparation for: - Below-grade Waterproofing and Underslab Vapor Retarder (eight [8] site visits); - Roofing (twenty [21] site visits); - Traffic Coating (two [2] site visits); Anticipate (31) site visits.	62		31	341	47	\$ 53,838.00
6	Part-time, Spot Check, On-Site Monitoring and Field Report Preparation for: - Cladding; and - Fenestration and Related Flashings; Anticipate thirty-five (35) site visits.	40		70	385	53	\$ 60,355.00
7	Conduct Pre-Completion Survey and Prepare Punchlist: As the roofing, cladding, fenestration, and waterproofing Project work nears completion BET&R will conduct a building envelope Pre-Completion Survey and generate a Punch List of items needing attention, completion, and/or correction prior to the Project being deemed complete.	25		25	50	14	\$ 14,700.00

NEW ADDITION - WEST SEATTLE ELEMENTARY SCHOOL		Building Envelope Consulting Fee Matrix			Monday, April 13, 2020		
8	Conduct Completion Survey: Once the Contractor notifies the Project Team that their Punch List work and corrections are complete, BET&R will perform a Completion Survey of the building envelope to verify whether or not the Punch List items have been addressed.	16		28	48	8	\$ 12,764.00
9	Attend Project Progress Meetings with Owners' Project Mgr. and Project Team, and participate in Project on-site walks.	42		54	108		\$ 27,144.00
10	Review Building Envelope Portions of O&M Manual and request Contractor provide missing sections, warranties, and/or other items on behalf of SPS.	16		21		7	\$ 6,900.00
11	Coordination and consulting services regarding the Air Barrier and Window Water Testing.	10		18	45	4	\$ 9,450.00
		276	0	335	1106	189	
	Phase 3 Subtotal	\$ 53,820.00	\$ -	\$ 51,925.00	\$ 108,388.00	\$ 14,175.00	\$ 228,308.00
	Testing						\$ 10,000.00
	Testing						\$ 3,500.00
	Phase 3 Total						\$ 241,808.00