



School Board Briefing/Proposed Action Report

Informational (no action required by Board) **Action Report** (Board will be required to take action)

DATE: May 22, 2015
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Dr. Lester Herndon, Associate Superintendent of Facilities & Operations,
(206) 252-0644, ltherndon@seattleschools.org

I. TITLE

BTA III: Award Capital Contract K1227, Architectural and Engineering Services to S.M. Stemper Architects, PLLC, for Life Safety Upgrades (Mechanical Heating Ventilation Air-Conditioning Upgrades, Fire Sprinkler Installation, Life Safety, and American Disabilities Act Upgrades) at Laurelhurst Elementary School.

For Introduction: August 19, 2015
For Action: September 23⁹, 2015

II. WHY BOARD ACTION IS NECESSARY

Per Board Policy No. 6220, Procurement, all contracts exceeding \$250,000, must be approved by the Board. The contract for the full scope of Architectural and Engineering Services for Life Safety Upgrades (Mechanical Heating Ventilation Air-Conditioning Upgrades, Fire Sprinkler Installation, Life Safety, and American Disabilities Act Upgrades) at Laurelhurst Elementary School exceeds \$250, 000.

III. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact for this action will be the Architect/Engineer fee plus reimbursable expenses, estimated to be in the range of \$210,000 to \$310,000

The revenue source for this motion is BTA III Capital Funds. The budget for this project is \$3,764,125.

Expenditure: One-time Annual Other Source

IV. POLICY IMPLICATION

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

V. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute an agreement, with S.M. Stemper Architects, PLLC, for \$296,871.04, including reimbursable expenses for Architectural and Engineering Services for Laurelhurst Life Safety Upgrades, as attached to the Board Action

Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent and to take any necessary actions to implement the agreement.

VI. BOARD COMMITTEE RECOMMENDATION

This motion was reviewed at the Operations Committee on May 21, 2015. The Committee moved this item forward to the full board for consideration.

VII. BACKGROUND INFORMATION

The existing Laurelhurst Elementary School site is owned by Seattle Public Schools, and opened as a permanent school in 1928, with additions in 1940 and 1950. Recent facilities assessments have identified various mechanical, life safety and American Disabilities Act upgrades, with a construction phase projected for summer, 2016 and most likely summer, 2017.

The firm of S.M. Stemper Architects, PLLC, was selected through the Architectural and Engineering selection procedures established in Superintendent Procedure 6220SP.C. Twelve firms (12) firms submitted their qualifications. Three firms (3) were shortlisted and interviewed. Of the three (3) firms interviewed, S.M. Stemper Architects, PLLC, was judged to be the most qualified to provide design services.

VIII. STATEMENT OF ISSUE

Whether to hire S.M. Stemper Architects, PLLC, for the Architectural and Engineering Services for Laurelhurst Elementary School Life Safety Upgrades.

IX. ALTERNATIVES

If the Architecture and Engineering Services agreement is not approved at this time, the planned schedule for this project in the BTA III Capital Levy will not be maintained. Furthermore, without the renovations performed, the facility could pose health, safety, and operational issues for the students, staff and parents.

X. RESEARCH AND DATA SOURCES / BENCHMARKS

The Architecture and Engineering Design Fees will be developed in accordance with the Washington State Office of Financial Management's, "Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects".

The architect will employ the following resources when designing this project:

- Meng Analysis Facility Assessment Reports dated August, 2014
- The Structural Evaluation for Laurelhurst ES prepared by PCS Structural Solutions dated April, 2009.

XI. TIMELINE FOR IMPLEMENTATION / NEXT STEPS

Upon approval of this motion, a Notice to Proceed will be issued to S.M. Stemper Architects, PLLC. Design will begin immediately. Construction will not commence unless the School Board so authorizes.

XII. ATTACHMENTS

- Capital Contract K1227 (Placeholder)

CONTRACT
FOR
ARCHITECTURAL SERVICES

Owner: Seattle School District No. 1,

and

Architect: S.M. Stemper Architects, P.L.L.C.
Tax I.D. #91-2005610

Contract No. K1227

Project: Capital Levy Renovation Projects 2016
"Project #2"-Laurelhurst ES
(Mechanical HVAC Upgrades, Fire Sprinkler Installation,
Life Safety & ADA Upgrades)

AE FORM 1 - CONTRACT FOR ARCHITECTURAL SERVICES

This Agreement, Contract No. K1227, is made by and between Seattle School District No. 1, a Washington municipal corporation ("Owner"), and S.M. Stemper Architects ("Architect"). Owner and Architect agree as follows:

1. SCOPE OF WORK AND SCHEDULE

Architect shall provide professional architectural services pertaining to the planning, design, and construction of the Capital Levy Renovation Projects 2016-"Project #2" (Laurelhurst ES) project pursuant to the terms and provisions of this Agreement.

2. CONTRACT PRICE AND SCHEDULE

As full compensation for performance of Basic Services not including Additional Services, Owner shall pay Architect two-hundred ninety-four thousand, eight hundred dollars and four cents(\$294,871.04), plus Reimbursable Expenses not to exceed two thousand dollars (\$2,000.00), subject to adjustments as provided elsewhere in this Agreement. Architect shall commence work and complete the various phases of work at the prices and according to the schedule set forth in this Agreement. Owner has an urgent need for the use of facilities and time is of the essence.

3. COMMUNICATIONS

(a) All correspondence, requests, notices, and other communications to Owner, in relation to this Agreement, shall be in writing and shall be delivered to:

Mailing Address: Mark M. Emelko
Project Manager
Mail Stop 22-332
P. O. Box 34165
Seattle, WA 98124-1165

Location: 2445 Third Avenue South
Seattle, WA 98134
Phone: 206-252-0670
Mobile: 206-452-9972
Fax: 206-252-0573

In the event Owner has designated a Construction Manager in paragraph 4 of this Agreement, below, all of the aforementioned communications to Owner should be directed to Construction Manager, unless the Owner otherwise indicates in writing.

- (b) All correspondence, requests, notices, and other communications to Architect, in relation to this Agreement, shall be in writing and shall be delivered to:

Architect Name: Scott M. Stemper, Principal
Company: S.M. Stemper Architects, P.L.L.C.
Address: 4000 Delridge Way South, Suite 200
Seattle, WA 98106

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.

4. CONSTRUCTION MANAGER

Owner designates the below listed firm as its representative to act on Owner's behalf in connection with the administration of this Agreement and the subject Project. Said firm is referred to in this Agreement and related Agreements as "Construction Manager" and/or "Owner's Representative," and where a Construction Manager is used the term "Owner" shall mean and refer to the Construction Manager unless otherwise indicated. The Construction Manager shall act as Owner's Representative in the administration of this Agreement and Project. Unless and until directed by Owner to the contrary, Architect shall be entitled to rely upon the authority of the Construction Manager as Owner's Representative. The Construction Manager for this Agreement is:

N/A

Owner reserves the right to change the Construction Manager and will provide Architect with notice of any such change.

5. THIS AGREEMENT INCLUDES THE FOLLOWING DOCUMENTS:

- (a) Contract for Architectural Services-AE Form 1, 6 pages, revision date November, 2012,
- (b) General Conditions of Contract Between Owner and Architect-AE Form 2, 43 pages, dated March, 2014 and
- (c) Schedules listed below:

Schedule	Topic
A	Scope of Project
B	Project Milestones
C	Fees & Reimbursable Expenses
D	Contract Price Adjustment Factors
E	Design Phase Submittals Minimum Requirements
F	Architect Subcontractor Listing
G	Nondiscrimination Statement

(d) Proposal from S.M. Stemper Architects, P.L.L.C. dated August 10, 2015.

6. SUPPLEMENTAL CONDITIONS

The parties make the following modifications and revisions to AE Form 2:

AE Form 2, paragraph 1.2.4: Delete the entire paragraph.

AE Form 2, paragraph 1.2.5: In first sentence, delete “intervals of fifty percent (50%) and”.

AE Form 2, paragraph 1.3.2: Delete “fifty percent (50%)” and change to “thirty five percent (35%), and sixty five percent (65%)”. After last sentence add “in addition, at the sixty five percent (65%) submittal, an updated cost estimate shall be provided identifying proposed alternates.”

AE Form 2, paragraph, 1.5.12: In middle of paragraph delete, “fourteen (14)” and add “seven (7).”

AE Form 2, paragraph, 1.5.18: Delete entire paragraph.

AE Form 2, paragraph 3.1.4. Delete entire paragraph.

AE Form 2, paragraph 6.1.1: Revise Phases & Percentages to read as follows:

1) Schematic Design Services	13%
2) Design Development Services	20%
3) Construction Document Services	36%
4) Bidding Phases	2%
5) Construction Contract Administration Phase	27%
6) Project Closeout	2%

AE Form 2, paragraph 6.3: In the last sentence, change “six (6) months” to “ninety (90) days.”

AE Form 2, paragraph 14.3: Delete entire paragraph.

7. KEY PERSONNEL

Architect shall assign the following personnel to the performance of the Services and shall not (for so long as they remain in the Architect's employ) reassign or remove any of them without the prior written consent of the Owner. In the event any such individual leaves the Architect's employ or the Owner requests reassignment, the Architect shall replace such individual with another person of equivalent skills and experience satisfactory to the Owner.

<u>Name</u>	<u>Project Role</u>
Scott M. Stemper	Principal
Sally Crone	Project Manager

8. ALLOWABLE CONSTRUCTION COST AND OWNER CONTROLLED ALTERNATES

The Allowable Construction Cost ("ACC") for this Project, including demolition required to perform proposed scope of work and including abatement shall not exceed two million, three hundred, fifty-five thousand, two hundred dollars (\$2,355,200.00).

Owner Controlled Alternates ("OCA"), if known, are identified in Schedule A, and/or otherwise will be addressed according to AE Form 2.

9. SITE OBSERVATION

During the course of the Construction Phase, the Architect shall perform & document (via Site Observation/Field Report) weekly visits to the project site performing observation and construction administration activities or as agreed to otherwise by Owner.

10. INVOICES

Architect shall submit its invoices in the form and according to the schedule prescribed in AE Form 2, to the following address:

<u>Mailing Address:</u>	Mark M. Emelko	<u>Location:</u> 2445 Third Ave.
	Project Manager	Seattle, WA 98134
	Mail Stop 22-331	
	P.O. Box 34165	
	Seattle, WA 98124-1165	

11. INSURANCE

Architect shall maintain insurance with insurers and under such forms of policies as may be acceptable to Owner (and with an A.M. Best rating of A- or better) as follows:

Commercial General Liability Including premises operations, products, and completed operations, blanket contractual, broad form property damage including completed operations, stop-gap employers liability, personal injury including, but not limited to libel and slander, etc., advertising liability coverage, premises medical, fire legal liability, and owners contractors protective liability.

Limits of Liability to include Bodily Injury and Property Damage Combined Single Limit and Personal Injury per offense.

Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 100,000
Medical Expense Limit	\$5,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Aggregate Limit	\$2,000,000

Workers Compensation

Limits of Liability Statutory

Employers Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Commercial Automobile Liability including owned, hired, and non-owned auto. Coverage to include Bodily Injury and Property Damage Combined Single Limit.

Limits of Liability \$1,000,000

Professional Liability including coverage for contractual liability. If contract is claims-made, a three (3) year discovery period shall be included.

Limits of Liability \$1,000,000 per occurrence and \$2,000,000 annual aggregate

12. AGREEMENT

This Agreement supersedes any and all prior agreements and is the entire agreement between Architect and Owner.

13. EFFECTIVE DATE

This Agreement is effective as of the date executed by both parties.

14. SIGNATURES

Architect:

Owner:

Signature

Signature

Scott M. Stemper

Dr. Larry Nyland

Typed Name

Typed Name

Principal

Superintendent

Title

Title

S.M. Stemper Architects, P.L.L.C.

Seattle School District

Company Name

Company Name

Date Signed

Date Signed

SCOPE OF PROJECT

Project #2 / Laurelhurst ES

Items noted below as a brief description of project scope are those that have been previously identified in a Seattle Public Schools-contracted facility condition index and prioritized to be carried out at this time in order to help insure these subject facilities pose no health and/or safety issues for the students, staff and parents. In addition to the general conditions requiring this work, with the public's support, these upgrades allow Seattle Public Schools to continue to further its mission in providing our learners the best educational environments available.

Under the "Project #2" designation, Seattle Public Schools' Laurelhurst ES site is scheduled for, but not limited to, improvements as follows:

- Laurelhurst Elementary School: Mechanical HVAC upgrades, fire sprinkler installation, life safety and ADA upgrades

While the work as listed above is relatively general, Seattle Public Schools will be able to use this identified scope to develop further detail once this contract is approved and we can get our design team officially under contract and out to the site.

SCHEDULE B
Project Milestones

PRELIMINARY SCHEDULE

"Project #2" / Laurelhurst ES

TASK	DATE
1. Approve A/E Contract	9/09/2015 (WED)
2. Conferences with District Staff	9/09-9/29/2015
3. Schematic Design & Cost Estimate Submittal	10/27/2015(TUE)
4. SSD Schematic Design Review Comments DUE	11/3/2015 (TUE)
5. Review Meeting	11/5/2015 (THU)
6. Design Development & Cost Estimate Submittal	11/17/2015 (TUE)
7. SSD Design Development Review Comments DUE	11/24/2015 (TUE)
8. Review Meeting	11/24/2015 (TUE)
9. 35% Construction Documents & Cost Estimate Submittal	12/08/2015 (TUE)
10. 35% SSD Review Documents Comments DUE	12/15/15 (TUE)
11. Review Meeting	12/17/15 (THU)
12. 65% Construction Documents & Cost Estimate Submittal	12/22/2015 (TUE)
13. Permit Submittal (12-week turnaround)	12/22/2015 (TUE)
14. 65% SSD Review Documents Comments DUE	01/05/2016 (TUE)
15. Review Meeting	01/07/2016 (THU)
16. 95% Construction Documents & Cost Estimate Submittal	1/19/2016 (TUE)
17. 95% SSD Review Documents Comments DUE	1/26/2016 (TUE)
18. Review Meeting	1/28/2016 (THU)
19. 100% Submittal of Construction Documents	02/04/2016 (THU)
20. Sent to Printers	02/05/2016 (FRI)
21. First Advertisement for Call for Bids	02/08/2016 (MON)
22. BAR to Evelyn	02/12/2016 (FRI)
23. Second Advertisement for Call for Bids	02/15/2016 (MON)
24. Pre-Bid Meeting/Walk-Through	02/17/2016 (WED)
25. LDQ- Last Day for Questions	02/25/2016 (THU)
26. LDA- Last Day for Addendum	03/01/2016 (TUE)
27. OPS- Operations Committee	2/25/2016 (THU)
28. Bid Opening Date-(2-PART BID)	03/08/2016 (TUE)
29. To School Board- INTRO	03/02/2016 (WED)
30. To School Board- ACTION	03/16/2016 (WED)
31. Notice to Proceed	04/06/2016 (WED)
32. Pre-Construction Meeting	04/12/2016 (TUE)
33. Contractor to Access Site	06/28/2016 (TUE)
34. Substantial Completion	08/23/2016 (TUE)
35. Final Completion	08/30/2016 (TUE)

BASIC SERVICES FEE

As full compensation for performance of Basic Services, but not including Additional Services, Owner shall pay Architect two hundred ninety-four thousand, eight hundred seventy-one dollars and four cents, subject to adjustments as provided elsewhere in this Agreement. Architect shall commence work and complete the various phases of work at the prices and according to the schedule set forth in this Agreement.

ADDITIONAL SERVICES FEE

While there are some immediately known items which have been incorporated into the initial basic services fees, with renovation work of this nature, the district expects that it may encounter circumstances and/or conditions which will almost certainly require additional services fees.

REIMBURSABLE EXPENSES

Reimbursable expenses for this Project as identified in the General Conditions shall be two thousand Dollars (\$2,000.00).

CONTRACT PRICE ADJUSTMENT FACTORS

The following Price Adjustment Factors apply to, and will be used for, any and all adjustments of the contract price (other than reimbursable expenses listed in Schedule C) that may be required under the provisions for Additional Services (Article 1.7), the contract's Changes provisions (Article 11), or any other provision. These factors apply to both additions to and reductions in the Basic Services. They apply to Architect and all consultants and others that Architect may retain in connection with the performance of Services under this Contract.

POSITION	RATE/HOUR
Principal	\$150/HR
Project Manager	\$120/HR
Architect (Sara Wilder)	\$130/HR
Drafter 2	\$100/HR
Drafter 1	\$80/HR
Clerical	\$60/HR

1. **COMPOSITE RATES** - The following rates are composite rates that include salaries, hourly pay, all personnel benefits, overhead, taxes, G&A expenses, office supplies, travel, all other expenses (other than reimbursable expenses listed in Schedule C), profit, supervision, and all other costs or charges that Architect, its associates and subcontractors may incur in the performance of their services under this contract.
2. **ARCHITECT ALLOWANCE** - For work performed by principals or employees of the Architect, the Architect will be compensated at 100% of the rate per hour indicated above for the personnel involved.
3. **SUBCONTRACTOR ALLOWANCE** - For work performed by subcontractors or consultants to the Architect, the Architect will be compensated at 110% of the consultant's rate per hour for subcontractor or consultant personnel involved.
4. **ADJUSTMENT OF COMPOSITE RATES** - The Composite Rates are valid for the entire contract term. They will be adjusted only in those circumstances where the Architect or the Owner establishes that unusual or exceptional conditions exist, which could not have been anticipated at the time of contract negotiation, and that those conditions make existing rates unreasonable. If the project exceeds 36 months in duration, and the cost of living increases greater than 8% during this period based on the CPI-U for the Seattle area, the Architect shall be allowed an adjustment of rates for services performed beyond the 36 month duration upon negotiation. The CPI-U will be as referenced on the chart on the www.seattle.gov website.

SCHEDULE D
Contract Price Adjustment Factors

5. Should the parties not be able to agree on the price and/or duration for additional work prior to the start of the work, the OWNER shall, at the start of the work, unilaterally modify the contract to provide what it believes is a reasonable payment and schedule for that work. The Architect may request resolution of the disagreement pursuant to the contract Disputes procedures. Any failure to agree on price or duration shall not relieve the Architect from performing the specified services in a fully competent, professional and timely manner.

DESIGN PHASE SUBMITTALS MINIMUM REQUIREMENTS

Under the Basic Services of this Agreement, the Architect shall provide a project design that meets the Project Requirements within budget and in conformance to the schedule established for the Services.

In order for the Owner to evaluate that the design meets the requirements, and the Architect's progress meets the schedule, the design documents must be developed to an appropriate level by the end of each design phase. The following are basic summaries of the minimum requirements for the Architect design phase submittals as detailed in the Washington State Office of Financial Management's "Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects".

- 1. Schematic Design Phase:** The submittal by the Architect at the completion of the schematic design phase shall, at a minimum, include: preliminary drawings, design narratives and a preliminary estimate.
- 2. Design Development Phase:** Drawings indicating items identified to be included in the work with refined estimated costs meeting the ACC. Drawings shall indicate a refined design with proposed details where construction documents can thereby begin.
- 3. Construction Documents Phase:** Final design incorporated in construction documents. Submittals of plans and specifications shall be submitted at 35%, 65%, 95% completion and final reproducibles at 100%. Cost estimates to be submitted at 65% and 95%. Alternate work to be identified in and no later than the 65% submittal.
- 4. Bidding Phase:** Architect shall assist Owner in bidding and attending required meeting(s), issuing addenda, and making recommendations.
- 5. Construction Phase:** Architect shall monitor construction as outlined in the General Conditions as well as review and process required paperwork, attend, conduct and document (via meeting agenda, meeting minutes, schedule, etc.) weekly construction meetings, and perform project closeout. Additionally, six month and eleventh month inspections shall be conducted by the Architect from the date of substantial completion, during the one year Guarantee Period.

SUBCONTRACTOR LISTING

<u>Services Provided</u>	<u>Firm Name</u>
Mechanical Services	To be named
Electrical	To be named
Structural	To be named

**SEATTLE SCHOOL DISTRICT NO. 1
NONDISCRIMINATION STATEMENT**

Contractors who desire to provide the Seattle School District No. 1 with equipment, supplies and/or professional services must comply with the following contract requirements. During the performance of this contract, the Contractor agrees as follows:

1. Contractor agrees to comply with all local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
2. The contractor will not discriminate against any otherwise qualified employee or applicant for employment because of race, creed, color, national origin, age, sex, marital status, sensory, mental or physical handicap unless, in some rare cases, the contractor may establish a bona fide occupational qualification. The contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, age, sex, marital status, sensory, mental or physical handicap.
4. The contractor will send to each labor union or representative or workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's nondiscrimination commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Any contractor who is in violation of these requirements 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 a 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 Assistance Act of 1974.