




TO: BOARD OF DIRECTORS
FROM: GARY PLATT, EXECUTIVE DIRECTOR – CAPITAL PROJECTS 
SUBJECT: APPROVAL OF SCOPE OF WORK PROPOSAL – PELLETIER + SCHAAR ARCHITECTS
DATE: APRIL 17, 2018
TYPE: ACTION NEEDED

Attached is a proposal from Pelletier + Schaar Architects to conduct a limited structural evaluation of Stanwood Middle School. Following a preliminary inspection this winter, there are areas that need additional investigation to determine the adequacy of seismic improvements made in the 1990's. The structural engineer will perform this work on a "time and materials" basis not to exceed \$33,500. A complete breakdown of the fee and a detailed description of the services to be provided is included in the Pelletier statement of work proposal.

Recommendation:

We recommend the board *move to approve the Pelletier + Schaar statement of work proposal to perform seismic evaluation services and design retrofit measures, if needed, at Stanwood Middle School, dated March 19, 2018.*

March 19, 2018

Gary Platt, Executive Director, Business & Operations
Stanwood-Camano School District No. 401
26920 Pioneer Highway
Stanwood, WA. 98292

Statement of Work (SOW):

Professional Design Services for Seismic Evaluation and Recommended Potential Schematic Retrofit Measures for Stanwood Middle School.

Dear Mr. Platt,

I appreciate you giving me the opportunity to provide architectural and engineering services for Expected Seismic Performance Assessment for Stanwood Middle School. The scope of the work for this project consists of coordinating and working with King Works Consulting Engineers, PLLC to conduct a limited, non-destructive general seismic assessment for the existing school.

This proposal provides a design that meets or exceeds the "Standard of Care" for the industry for the work, however from time to time the underlying local jurisdiction may require additional analysis or project requirements not anticipated before initial project submittal. Any additional analysis will be billed at a "Time and Expense" rate based on our standard hourly rates.

All work to be done in accordance with the Scope of Basic Services outline in the Master Agreement document dated June 2, 2015.

We will charge for our services on an hourly basis per fee schedule listed below, not to exceed **\$39,100.00**

PROFESSIONAL FEES

We propose the following breakdown of fees for services as outlined above.

Investigation:

- Analyze data provided, summarize and prepare proposal.
- Up to (2) meetings to review intent of assessment, confirm available as-built School District architectural and structural plans and determine and confirm scope a reporting.
- Coordinate scope of the engineers, designers and consultants.
- Review, collect and scan as-builts drawings, copy to CD and provide to all consultants and School District.

Pelletier + Schaar, Architects	\$2,000.00
Copies & Prints	\$250.00
King Works, PLLC (hourly , not to exceed)	\$33,500.00
Consultant mark-up 10%	\$3,350.00
Total all phases	\$39,100.00

FEE SCHEDULE:

The hourly fees will be billed at the following 2018 rates.

Pelletier + Schaar, Architects

Principal	\$110.00
Project manager	\$70.00
Clerical	\$35.00

Reimbursable Allowance: (For qualifying mileage, printing, postage and delivery services)

Exclusions & Additions: This proposal does not include the services of a surveyor, civil engineer, landscape designer, hazardous materials surveying and reporting, mechanical, electrical or lighting designer. Other additional services, reports or information such as critical areas, hazardous materials reports, traffic engineering of other necessary reports are not included in this proposal but, may be required.

Sincerely,



David Pelletier, AIA, LEED-AP

Stanwood Camano School District #401



Scope of Services and Fee Proposal

PROJECT	Stanwood Middle School – Seismic Evaluation	KW PROJ #: 18035
DATE	March 15, 2018	
CLIENT	Pelletier+Schaar 26911 98 th Dr NW #B Stanwood, WA 98292	
CLIENT CONTACT	David Pelletier	
FROM	Dan Linkhart, SE, LEED AP Kingworks Consulting Engineers, PLLC 600 Dupont St * Suite B Bellingham, WA 98225	

Thank you for the opportunity to provide a proposal for your project. The following sections describe our understanding of the project scope and the services to be provided by Kingworks (KW). The project description and services are based on our (previously completed) initial seismic review work and subsequent correspondence with yourself and the school district.

Project Definition

KW will perform a seismic evaluation and recommend potential schematic retrofit measures for specific portions of Stanwood Middle School. The school was originally constructed in 1937, with several subsequent additions and remodels. Based on our preliminary review (see report dated 1/30/18), several discrete areas were identified as highest priority for retrofit. We understand that only those areas are to be investigated within the current scope, as follows:

Area A – Admin/Instruction/Auditorium – 1937 Construction: Conventional spread foundations, concrete exterior walls, wood framed main floor over crawl space, wood framed upper floor, wood framed roof except for steel trusses over auditorium. 1989 Construction: Minor structural revisions including adding plywood to some interior walls. 1992 Construction: Infill of two upper floor framing areas around auditorium. Primary observed seismic concerns include diaphragm-to-wall connections, diaphragm integrity, ductility of gravity members, and the connection between Area A and Area G.

Area F – Classroom Wing – 1968 Construction: Timber pile foundation around perimeter, slab on grade floor, moderately reinforced CMU perimeter walls, open web wood joists with plywood roof sheathing. Primary observed seismic concern was in the connection and interaction with Area G.

Area G – Admin and Instruction – 1989 Construction: Pile foundation with interconnecting grade beams, slab on grade floor, steel columns, light-framed wood bearing and shear walls. Wood I-joists at upper floor and roof. Primary observed seismic concerns include its behavior

with regard to its connection to Areas A and G, specifically whether the support relying on the neighboring areas will maintain integrity as the buildings interact with seismic ground motion.

Current building codes do not require the seismic retrofit of older structures, unless there are significant changes made to the building mass or structural elements that may trigger such a requirement. Thus, any seismic improvements under consideration at this time are considered to be voluntary. The intent of this voluntary evaluation will be to identify the most critical components of the building in terms of seismic demand, to perform simplified analyses of the relative degree of inadequacy for each, and based on those findings to recommend generalized improvements that could be undertaken in a later phase of work.

The basis of our evaluation will be ASCE/SEI 41-13 "*Seismic Evaluation and Retrofit of Existing Buildings*," the current national standard. Due to the voluntary nature of the project, KW may deviate somewhat from the ASCE/SEI 41-13 recommendations where we deem it low priority or impractical (such as where limited access). This document prescribes a "Tier 1" Screening Phase for potential deficiencies, followed by a "Tier 2" Evaluation Phase (which involves substantially more engineering analysis) for specific deficiencies identified during Tier 1 screening.

Our evaluation will consider a "Basic Performance Objective for Existing Buildings (BPOE)". This performance objective does not attempt to prohibit damage to the structure, but rather attempts to identify and address deficiencies that may lead to collapse or other life safety risk. This rehabilitation goal is underlain by the reality that many strength and ductility requirements of modern codes for new construction are infeasible or not cost effective to implement within an existing structure. More specifically, the BPOE standard attempts to provide a "Life Safety" level of performance after a type "BSE-1E" earthquake, which has an average return period of 225 years. In addition, the BPOE standard attempts to provide a lower "Collapse Prevention" level of performance after a larger type "BSE-2E" earthquake, which has an average return period of 975 years. Optional evaluation and retrofit to a higher level of performance (such as "Immediate Occupancy"), which could reduce damage to the structure, is generally considered impractical for this era of buildings due to the level of expense involved in the retrofit work.

Scope of Basic Structural Engineering Services

Structural Engineering professional services as outlined below:

- Review existing drawings of the middle school. This includes the following:
 - 1937, 7 pages including 3,5,7 and other page numbers not readable
 - 1957, 5 pages including A3, A4, M1, M2, M3
 - 1968, 11 pages including A2-A5, E1, E2, M1, M2, S1-S3
 - 1989, 15 pages including A2.1, A2.2, A2.3, A2.4, A2.5, A3.3, A4.1-A4.3, A5.1-A5.3, S0.1, S2.1-S2.6, S4.1-S4.3
 - 1992, 39 pages including C1.1, A0.1, A1.1, A2.1-2.5, A3.1, A3.2, A4.1-4.5, A4.8-4.11, A7.1-A7.3, S1.0, S1.1, S2.1-S2.3, S3.1, S3.2, S4.1, S4.2, S5.1, S5.2, S6.1-6.3, S7.1, S7.2
- Perform site visits as required to conduct our evaluation and analyses. Examples of site visit activities include spot checks of wall construction (thickness, material, fastening), floor and roof construction (framing connectivity to walls, sheathing type and fastening), and observation of discontinuities or other potential seismic deficiencies. We assume that some invasive work (such as removal of small areas of ceilings, wall finishes or roofing, and/or

digging holes to allow observation of foundations) will be permissible and performed/repared by the district's maintenance staff as requested by KW in order to facilitate our investigation.

- Retain subconsultants as required to perform work that falls outside of our expertise. At this time, the subconsultants we anticipate are as follows:
 - Geotechnical: Perform brief seismic hazard analysis of site soils
 - Laboratory: Material testing (such as concrete/steel strength), if/where required
- Perform a Tier 1 Screening Phase evaluation of the structure, generally following the prescriptive methodology of ASCE/SEI 41-13 (except where deemed low priority or impractical by KW).
- Perform Tier 2 analyses of structural deficiencies where deemed appropriate.
- Summarize the findings of our evaluation in a report. This report shall include lists of recommended seismic improvements, as well as schematic diagrams where required to provide further clarity to the recommendations. Rough Order of Magnitude (ROM) cost estimates for the structural improvements will be included. Detailed drawings required for implementation or bidding of the recommendations are not included in this phase of work.
- Non-structural seismic hazards such as bracing of mechanical units, electrical fixtures, or architectural elements are not within the scope of this review. However, our report will include mention of obvious non-structural deficiencies that are noticed during our site visits.
- Provide rough cost estimate of recommended retrofit measures, separated into building area and specific improvement, in order to assist the school district with budgeting purposes.
- Upon completion of the report, meet with the Client to discuss the findings and future phases of work. Depending on Owner budget and priorities, we can determine a future scope of work to include construction documents for specific retrofit measures.

Compensation for Basic Services

The Structural Engineer will be compensated for the basic services described above based on the following stipulated fee breakdown:

A. Structural Evaluation (excl. subconsultants)	\$30,200	(hourly, not to exceed)
B. Subconsultants	\$3,300	(estimated, incl 10% ovhd markup)
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Total Proposed Fee:	\$33,500	(estimated)

Extra Services

All services and/or consultation not specified and/or in excess of those items indicated in the Scope of Basic Services shall be considered extra services. KW will be compensated for extra services on a Time-plus-Expense basis at the rates indicated in the attached Fee Schedule, and only upon authorization by the Client.

Terms and Conditions

Terms and Conditions set forth in the Agreement are delineated in the attached Terms and Conditions document.

When authorized, this Proposal, the Attached Fee Schedule, and the attached Terms and Conditions will constitute the entire Agreement between parties.

Please let me know if you wish additional information or clarification of our proposal. If you are in agreement with and wish to authorize us to proceed with the project as delineated herein, please sign this proposal and return a copy to our office. We sincerely appreciate the opportunity to provide this Proposal for Professional Services.

Sincerely,

Dan Linkhart, SE
Associate



Daniel Linkhart, PE, SE
Kingworks Consulting Engineers
20180315 15:26:17-07007

Kingworks PLLC

Date 3/15/18

Accepted

Client Authorized Representative

Date _____

Attachments: Terms and Conditions
Fee Schedule

Note: Each page of this Terms and Conditions and Fee Schedule shall be read and initialed by Client and shall be returned with the signed Agreement.

STATEMENT OF TERMS AND CONDITIONS

This Statement of Terms and Conditions is incorporated into and made part of the Engineering Services Agreement between Kingworks Consulting Engineers, PLLC, (referred to hereinafter as "KW"), and "CLIENT" (as named in the attached Agreement) for the "PROJECT" (as named in the attached Agreement). The Engineering Services Agreement and the Fee Schedule referenced in it and this Statement of Terms and Conditions are collectively referred to hereinafter as "this Agreement."

1. RESPONSIBILITIES OF KW

KW will perform the professional engineering services delineated in the Engineering Services Agreement ("the Basic Services"). Services beyond those delineated in the Engineering Services Agreement are defined as "Extra Services" and may be performed by subsequent written instrument. The Basic Services and any authorized Extra Services are collectively referred to hereinafter as "the Services."

2. RESPONSIBILITIES OF CLIENT

CLIENT shall:

- A. Provide all criteria and full information as to requirements for the PROJECT. KW is entitled to rely upon the completeness and accuracy of the information and documents provided by CLIENT.
- B. Designate a person to act as the CLIENT's representative with respect to communications with KW. KW is entitled to rely upon all decisions, approvals and commitments communicated by the CLIENT's designated representative.
- C. Give prompt notice to KW of any development that affects the scope and/or timing of KW's services.
- D. Coordinate KW's design/services with those of CLIENT's other consultants.

3. COMPENSATION

- A. All charges for Reimbursable Expenses other than mileage, printing and communication shall bear a 10% handling charge unless stated otherwise in the attached Fee Schedule.
- B. Unless otherwise stated, CLIENT will be invoiced monthly. Payment is due upon receipt of the invoice. Interest is charged at the rate of twelve percent per annum on amounts not paid within thirty days of the invoice date. KW may suspend and/or terminate performance of Services in the event of a payment default. In that case, KW shall have no liability for any delays, costs or damages occasioned as a result of the suspension or termination.
- C. If the PROJECT is postponed, suspended, or abandoned, KW will be paid for all services performed and Reimbursable Expenses incurred prior to the date on which KW is notified of the postponement, suspension or abandonment.

4. CONSTRUCTION PHASE

- A. KW shall not have control over and shall have no responsibility for construction means, methods, techniques, sequences or procedures.
- B. KW shall have no control over and shall have no responsibility for jobsite safety.
- C. KW shall have no responsibility for any failure on the part of any contractor to perform construction in accordance with drawings and/or specifications and shall have no responsibility for any act, error or omission committed by any contractor.
- D. KW will not perform inspections. Any site observations are conducted by KW only to become generally familiar with the progress of the construction work.

5. DISPUTES AND RESOLUTION

- A. KW and CLIENT agree that, as a prerequisite to commencing litigation, all disputes between them arising out of or related to this Agreement shall be submitted to mediation before the American Arbitration Association acting under its Construction Industry Mediation Rules. Any litigation that

is commenced before completion of a mediation proceeding required by this provision shall be dismissed upon the motion of the party that did not commence the litigation.

- B. The sole venue for any litigation arising out of or related to this Agreement shall be Whatcom County Superior Court.
- C. Any litigation between the parties out of or related to this Agreement – whether commenced by complaint, third-party complaint or cross-claim – must be commenced within three years of the date on which KW last performs substantial services under this Agreement.
- D. KW waives all claims for damages against CLIENT and CLIENT's employees to the extent the damages are covered by insurance carried by or for the benefit of KW. CLIENT waives all claims for damages against KW and KW's employees to the extent the damages are covered by insurance carried by or for the benefit of CLIENT.
- E. Each party waives all claims for consequential damages against the other.

6. MISCELLANEOUS

- A. This Agreement may be terminated by either party on seven days written notice to the other party.
- B. In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances within Whatcom, Skagit, and Island Counties in Washington State. No warranty, expressed or implied, is made or intended by this Agreement, by the Services, by the documents prepared and issued by KW or by oral or written reports furnished by KW.
- C. Neither KW nor CLIENT may assign this Agreement or any rights arising under it, whether during or after performance, to any other person or entity without first receiving the written consent of the other party, which consent may be withheld for any reason.
- D. Drawings and specifications prepared by KW are instruments of service and are the property of KW whether the work for which they are prepared is executed or not. The instruments of service are not to be used on other projects, except by specific, written agreement. Copies of the instruments of service may be retained by the CLIENT for its reference in the use, maintenance and occupancy of the completed PROJECT. The instruments of service shall not be altered in any manner without the permission of KW. Any use of the instruments of service on another project, or on this PROJECT following a termination of this Agreement when KW is not in default, shall be at the CLIENT'S sole risk and without liability on the part of KW.
- E. Nothing contained in this Agreement shall create a contract relationship with, or a cause of action in favor of, any person or entity not a party hereto. There are no third party beneficiaries of this Agreement.
- F. This Agreement states all of the terms of the agreement between the parties respecting its subject matter and supersedes all prior and contemporaneous representations, negotiations, commitments and agreements respecting its subject matter. This Agreement shall not be modified or amended except by way of an instrument signed by both parties.

FEE SCHEDULE

Services performed by Kingworks Consulting Engineers, PLLC ("KW") on the basis of hourly rates will be charged at the following rates:

<i>CLASSIFICATION</i>	<i>HOURLY RATE</i>
Principal	\$146.00
Project Manager / Associate	132.00
Senior Engineer	122.00
Senior Engineer – Marine	168.00
Staff Engineer	96.00
EIT	89.00
Technician	78.00
Clerical	50.00

The rates may be changed annually in accordance with KW's normal review practices.

Reimbursable Expenses are in addition to compensation for Basic Services and Extra Services and include expenses incurred by KW directly related to the PROJECT, including the following:

- 1 Outside consultant or testing services will be charged at cost plus 10%
- 2 Mileage in private or company vehicles will be charged at the current IRS Standard Mileage Rate for miles driven on PROJECT related business.
- 3 Actual travel and subsistence expenses incurred by KW personnel when away from the home office performing services related to the PROJECT will be charged at cost.
- 4 The actual expense of outsourced printing and reproduction of drawings and other documents (not for KW's internal use) will be charged at cost.
- 5 5 cents will be charged per page for letter size documents and 40 cents per square foot will be charged for large format documents printed or reproduced in house (not for KW's internal use).
- 6 Delivery expenses, such as express shipment, messenger charges and postage will be charged at cost.
- 7 Other similar PROJECT-related expenses.

Reimbursable Expenses will be billed monthly. Except as specifically stated above, Reimbursable Expenses will be charged at cost.