



TO: Board of Directors
FROM: Liz Jamieson, Director of Capital Projects *LJ*
Gary Platt, Chief Financial Officer – Capital Projects
SUBJECT: Approval of Contract Addendum No. 2 – Dykeman Architects
DATE: November 17, 2020
TYPE: Action Needed

A master contract with Dykeman Architects for architectural and engineering services was approved at the April 2, 2019 Board meeting. The master agreement provides a framework for developing the scope of work (SOW) for projects needing architectural services that are funded under the Facilities and Technology Levy.

Attached is Addendum No. 2 to the master contract. The addendum provides details regarding the services the district anticipates will be needed for roofing replacement at Port Susan Middle School. This project was approved by voters as part of the 2019-22 Facilities and Technology Levy. We have begun the planning process for the roof replacement to be done the summer of 2021.

We will be going out to bid this project in February 2021, with anticipation of awarding a roofing contract in March/April 2021, with final completion of project scheduled for late August 2021.

Dykeman Architects will prepare addendums for each future capital levy project for which their services will be needed.

Recommendations:

We recommend the board *move to approve Addendum No. 2 to the master agreement with Dykeman Architects for services related to roof replacement project #0148 at Port Susan Middle School.*

September 14, 2020

Ms. Liz Jamieson, Director, Capital Projects
Stanwood-Camano School District
26920 Pioneer Highway
Stanwood, WA 98292

RE: Architectural Services Proposal for Port Susan Middle School Roofing Replacement
Dykeman Project Number: 2020-020

Dear Liz:

Thank you for requesting a scope of work fee proposal to replace the roof at Port Susan Middle School. The objective is to permit, install and reach substantial completion by the beginning of the 2021 school year.

Dykeman's scope of work includes design and detailing for the replacement of the existing main school building roof, including the composition shingle roofing; design coordination with District's roofing consultant; permit coordination; Dykeman will describe the extent of roofing modifications in the permit documents. Dykeman will prepare construction documents necessary for permitting, bidding and construction by roofing contractors.

Construction administration is included in this proposal as described below.

This proposal is based on existing as-built drawings provided by Stanwood-Camano School District.

A detailed scope of services is provided below in Attachment 'A'. We appreciate the opportunity to partner with you and we look forward to working with you on this project.

ATTACHMENT 'A'

BASIC ARCHITECTURAL SERVICES:

Pre-Design Services:

\$3,400.00

1. Two (2) visits to the site to review and evaluate the project requirements and roofing replacement extent with the district and the roofing consultant.
2. Determine if any roofing assembly repair is required.
3. Identify/confirm State and Local agency requirements affecting project development. Identify process, timeframe and approval requirements for building permit.
4. Develop a detailed project scope including coordinating the permit submittal process.

Schematic Design:

\$19,928.00

1. Prepare schematic drawings to review roofing drainage.
2. Prepare schematic backgrounds of the roof plans, sections and a preliminary specification for review by the district and coordination with the roofing consultant.

Design Development / Construction Documents:

\$70,172.00

1. Owner to supply CAD/PDF backgrounds for Architect's use. Architect to field verify and modify backgrounds as needed.
2. Prepare architectural drawings and details as required to obtain a building permit, to include

- site plan, roof plan, elevations, building sections, and details.
- 3. Prepare metal flashing and composition roofing details for consultant review and coordination.
- 4. Coordinate with roofing consultant on the technical aspects of the project.
- 5. Project Specifications will be documented on the Drawings or separately bound as necessary.
- 6. Coordinate commercial re-roof permit submittal process, intake submittal, and responses to plan review comments. Submittal will be at City of Stanwood.
- 7. Prepare Construction Documents for bidding.

Bidding Services: \$3,312.00

- 1. Attend Pre-Bid Conference and prepare meeting notes.
- 2. Respond to questions from bidders.

Construction Administration: \$42,160.00

- 1. Attend two construction meetings with district staff.
- 2. Respond to RFI's.
- 3. Issue ASI's, PR's, CCD's and CO's as the project warrants.
- 4. Provide a punch list and back punch inspections.

Post Construction: \$1,360.00

- 1. Attend one-year warranty walk through with district staff.

TOTAL PROFESSIONAL FEES For ARCHITECTURAL SERVICES: \$140,332.00

(Lump Sum, not to exceed)

ADDITIONAL SERVICES (If requested by Owner):

General description of Additional Services and as further defined by Exhibit "C" Standard Contract Provisions, and DYKEMAN'S hours charged in accordance with the current Schedule of Hourly Rates (copy attached as "Exhibit B").

- 1. Preparing materials for and attending public presentations, meetings or hearings unless specifically defined in the Basic Services part of the Proposal.
- 2. Construction Cost Estimates.
- 3. Revising drawings previously approved by Owner or Governmental Authorities.
- 4. Preparing documents for Change Directives, Change Order Proposals, or Change Orders and Drawings for changes not under the control of the Architect.
- 5. Value Engineering participation and implementation.
- 6. Preparation of detailed Record Drawings.
- 7. Any other additional services, including but not limited to the above, if requested by the Owner.

CONSULTANT SERVICES NOT INCLUDED:

- 1. All consultant services are excluded from this proposal.

REIMBURSABLE EXPENSES: Actual Costs Plus 10%

(Estimated reimbursable costs including mileage for travel to meetings is approximately \$3000.00.)

- 1. All costs of reproduction of drawings and specifications including postage and handling.
- 2. Cost of models, and renderings when authorized, plus mounting and special preparation.
- 3. Travel expense (mileage) to and from the site for Architect.

STANDARD CONTRACT PROVISIONS:

The Master Agreement between Stanwood-Camano School District and Dykeman applies to this Proposal.



This Proposal is based on the assumptions noted herein. At times during the course of a project conditions and/or scope may change. If additional work is required, we will notify you ahead of time before proceeding so that you can advise us accordingly.

This Proposal, once signed, will form an agreement. We will proceed with Basic Design Services, as noted above, and will not prepare any other form of agreement. We hope that our Proposal meets your approval and is consistent with your understanding. Please acknowledge by signing and return one copy for our file. If you have any questions, please do not hesitate to call.

PROPOSED BY:

ACCEPTED BY:

DYKEMAN, Inc.

Stanwood-Camano School District



Liz Jamieson, AIA, LEED AP
Director, Capital Projects

Patricia Sherman, AIA
Principal

09.14.2020
Date

Date

Attachments: Exhibit "B" – Schedule of Hourly Rates



Exhibit 'B'
2019 SCHEDULE OF HOURLY RATES

Staff Description	Basic Rates	**Special Consulting
PRINCIPALS Tim Jewett Kelli Smith Michael Stevens	\$ 180.00/Hour	\$ 360.00/Hour
ASSOCIATE PRINCIPALS Trish Sherman Zach Ham	\$ 170.00/Hour	
PROJECT MANAGER & PROJECT ARCHITECT	\$ 150.00/Hour	
PROFESSIONAL EMPLOYEES & TECHNICAL STAFF	\$ 80.00/Hour to \$ 110.00/Hour	
INTERIOR DESIGN STAFF	\$ 80.00/Hour to \$ 150.00/Hour	
GRAPHIC DESIGN STAFF	\$ 80.00/Hour to \$ 125.00/Hour	
CLERICAL/OFFICE STAFF	\$ 100.00/Hour	
OVERTIME RATES	1.5 Times the Basic Rates	

**Special Consulting is for expert testimony and consulting not a part of contracted Professional Architectural Services.

EXHIBIT "C"
STANDARD CONTRACT PROVISIONS
DYKEMAN, INC.

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1. **Acceptance and Authorization To Proceed:** This Proposal is binding upon the firm of Dykeman, Inc. for a period of thirty (30) days. The signature of the Client, or their agent, shall constitute acceptance of the provisions of this Proposal. Signing this form shall be construed as authorization by the Client to proceed with the Work, unless otherwise provided for in the Proposal.
2. **Standard Hourly Fees:** Dykeman, Inc.'s fees and direct expenses shall be those as published in this Proposal, which are charged for Work performed on the Client's Project.
3. **Estimated Fees:** Fees are estimated unless indicated as fixed fees or not-to-exceed fees. Estimated fees given shall be considered an approximation of the average cost of this type of job, and shall not be considered as a quotation to determine the final cost of the Work.
4. **Reimbursable Expenses:** Those costs incurred on or directly for the Client's Project, including but not limited to the following:
 1. All costs of reproduction, including photography and reproduction of Drawings and Specifications.
 2. Long-distance telephone and fax communications.
 3. Postage, delivery and handling.
 4. Cost of permits and fees required by governmental authorities.
 5. Travel time and expense (mileage at current IRS rates per mile).
 6. Photography during pre-design, design, and construction phases.
 7. Cost of overtime work requiring higher-than-normal rates, if authorized in advance by the Client.Reimbursement of these expenses shall be on the basis of actual costs plus a mark-up factor as noted elsewhere in the Proposal.
5. **Changes in the Scope of Work:** If the Client requires changes to previously approved work, or additional services beyond those outlined in the Agreement, costs of such changes shall be paid for by the Client.
6. **Outside Services and Consultants:** All outside services and Consultants which are necessary for the completion of the Work shall be paid for by the Client as Additional Services, over and above the compensation outlined in the Agreement, unless specifically included in the Proposal as part of Basic Services.
7. **Retainer:** Any retainer required for the commencement of the Work shall be paid by the Client prior to the start of any Work of the Project. The retainer shall be applied to the final balance at the conclusion of work on the Project.
8. **Progress Payments:** Dykeman, Inc. shall issue Monthly invoices for all work performed under the terms of this Agreement. Invoices are due and payable upon receipt. Finance charges, computed by a "Periodic Rate" of 1.0% per month, which is an annual rate of 12% (applied to the previous month's balance after deducting payments and credits for the current month) shall be charged on all past-due accounts. No services shall be performed for accounts that are sixty (60) or more days past-due until full payment is made. For accounts which are thirty (30) or more days past due, Client agrees that The Dykeman Architects may, at our sole discretion, withhold drawings, studies, reports and other work that has been completed but not paid for until full payment is made.
9. **Professional Standards:** Dykeman, Inc. shall be responsible to perform at the level of competency presently maintained by other practicing professionals for the same type of work where the Project is located, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications and other work and materials to be furnished under this Agreement.
10. **Professional Liability Insurance:** Dykeman, Inc. currently maintains professional liability insurance for all its projects in the amount of \$1,000,000 per occurrence/\$1,000,000 aggregate.
11. **Proprietary Rights:** All drawings, specifications, reports, calculations, concepts and related items, as instruments of service, remain the property of Dykeman, Inc. and may not be utilized other

EXHIBIT "C"
STANDARD CONTRACT PROVISIONS
DYKEMAN, INC.

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than as noted under the Scope of Work contained in this Agreement, unless specifically authorized in writing.

12. **Construction Cost Estimates**: Any construction cost estimates provided by Dykeman, Inc. will be on the basis of experience and judgment. However, since it has no control over actual market conditions, bidding procedures, or contract negotiations, Dykeman, Inc. cannot warrant that the actual construction costs will not vary from such estimates.
13. **Construction Cost Contingency Reserve**: The Client and Architect acknowledge that every Project is unique, and that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the Contract Documents, and therefore, that the costs of the Project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of **FIVE** percent (**5.0** %) of the actual or estimated construction contract amount as a contingency fund to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against the Architect or the Architect's consultants with respect to any payments, within the limit of the contingency reserve, made to the Contractor(s) because of such changes or because of any claims made by the Contractor(s) relating to such changes.
14. **Legal Expenses and Costs**: If the Client defaults on any obligation hereunder, Dykeman, Inc. may retain legal counsel to assist in collection of its costs associated with the Project. The Client hereby agrees to pay the costs thereof. If legal action is commenced, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, disbursements, and expert witness fees.
15. **Venue of Jurisdiction**: In the event of any legal litigation, the venue of jurisdiction shall be in Snohomish County Superior Court.
16. **Arbitration/Mediation**: Upon agreement of the parties, any claims, disputes and other matters relating to this Agreement may be decided by arbitration or mediation. Arbitration relating to this Agreement may only include the parties to this Agreement.
17. **Termination**: Either party may terminate this Agreement by giving ten (10) days' written notice to the other party. If this Agreement is terminated, the Client shall pay Dykeman, Inc. for services performed to the date of termination, including reimbursable expenses due, plus termination expenses. Termination expenses shall be defined as fifteen percent (15%) of the total fee for services earned to the time of termination. Such termination expenses shall be to account for costs incurred for rescheduling, reassignment of personnel, and other related costs.
18. **Notice**: Attached to this Agreement are forms which serve as written notice of Dykeman, Inc. right to lien under applicable law. Completed forms, signed by the Owner of the real property of the Project is required prior to beginning or continuing work of this Project.
20. **Electronic Documents**: Documents furnished in the form of electronic media to the Client or to the Client's other consultants, if any, are provided as professional services. The recipient shall inform The Dykeman Architects within two days of receipt if translation problems occur. In the event of any discrepancy, printed or plotted copy shall govern. Contents of the electronic media shall not be disclosed or transmitted to third parties without written authorization.
21. **Washington State Sales Tax**, if required by law, is not included in the total price and will be an additional charge.

Acknowledgement of Standard Contract Provisions:

Accepted By: _____ (date) _____

A-E Fee Breakdown

09.11.2020

Port Susan Middle School Reroof
for Stanwood-Camano School District

Basic Services Fee:

Construction Cost (Est.) x Fee % = Fee
 \$ 945,000 x 14.84% = \$ 140,191

Total Basic Services

\$ 140,191

Basic Consultants: \$ S
 M/E/P \$ -
 C \$ -

FY1: Basic S, M/E/P Consulting Cost = \$ - 0.00%

Dykeman Arch

Consultant Cost

Additional Services Lump Sum:

0 0

Consultant Markup 15% on consultants only:

Subtotal: \$ -
 #DIV/0! x \$ -
 Subtotal: \$ -

Reimbursables

Subtotal

Total A-E Services Fee (CH/HD):

\$ 143,191

\$ - Total consultant cost
 \$ 143,191 Total Labor 100%

Optional Services

15.15%

Issuing Company and Remittance Address

DATE: 09/14/2020

Dykeman Inc.
1716 West Marine View Drive Floor 2
Everett, WA 98201

Fee Breakdown

Project: Port Susan Middle School Reroof
Client: Stanwood-Camano School District

	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Pre-Design			
Patricia Sherman, Principal	20.0	170.00	3,400.00
Support Staff	0.0	90.00	0.00
Schematic Design			
Patricia Sherman, Principal	37.6	170.00	6,392.00
Support Staff	150.4	90.00	13,536.00
Design Development / Construction Documents			
Patricia Sherman, Principal	132.4	170.00	22,508.00
Support Staff	529.6	90.00	47,664.00
Bidding			
Patricia Sherman, Principal	14.4	170.00	2,448.00
Support Staff	9.6	90.00	864.00
Construction Administration			
Patricia Sherman, Principal	248.0	170.00	42,160.00
Post Construction			
Patricia Sherman, Principal	8.0	170.00	1,360.00
Total Direct Labor:	1150.0		140,332.00
Subtotal			140,332.00
Reimbursables			3,000.00
TOTAL			143,332.00

Total Architectural Fee Amount: 143,332.00

Phase	Tasks/Drawings	Hours
Pre-Design	Review existing conditions/as built	8
	Meet with District/maintenance	4
	Develop project scope	4
	Determine AHJ requirements	4
	Sub-total	
Schematic Design	Site plan, roof plans	30
	Preliminary building sections and elevations	20
	Draft specifications	20
	Coordinate with roofing consultant	8
	Sub-total	
Design Development/ Construction Documents	Site plan/project info	40
	Roof plans	40
	Building sections	40
	Elevations	40
	Details	40
	Specifications	20
	Permit submittal	2
	Sub-total	
Bidding	Pre-bid conference and meeting notes	8
	Respond to bidder questions	8
	Sub-total	
Construction Administration	Weekly site visits and field reports	8
	RFIs, submittals, and other CA duties	4
	Punch list, back punch, closeout	20
	Sub-total	
Post-Construction	Warranty walk through	8
	Sub-total	
Total		

# sheets/days/wks	Total Hours	Hrs/Wk	# Wks
1	8	40	0.2
1	4	40	0.1
1	4	40	0.1
1	4	40	0.1
	<u>20</u>		<u>0.5</u>
4	120	40	3
2	40	40	1
1	20	40	0.5
1	8	40	0.2
	<u>188</u>		<u>4.7</u>
1	40	40	1
3	120	40	3
2	80	40	2
6	240	40	6
4	160	40	4
1	20	40	0.5
1	2	40	0.05
	<u>662</u>		<u>16.55</u>
2	16	40	0.4
1	8	40	0.2
	<u>24</u>		<u>0.6</u>
19	152	40	3.8
19	76	40	1.9
1	20	40	0.5
	<u>248</u>		<u>6.2</u>
1	8	40	0.2
	<u>8</u>		<u>0.2</u>
<hr/>			
	1150		28.75