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Resource Document: Review of Architect Contracts for New Middle School and Sumner High Phase 1

Date: April 25, 2025

Prepared For: Bond Oversight Committee

Subject: Review of Sumner-Bonney Lake School District contracts for major 2024 Bond projects

Both contracts can be found are standard AIA Document B103-2017 forms for complex projects, modified to reflect the specific requirements of the Sumner-Bonney Lake School District. Key themes include the scope of the architect's basic services, supplemental and additional services, owner's responsibilities, cost of the work, copyrights and licenses, and claims and disputes resolution. Both contracts emphasize compliance with Washington State regulations, particularly regarding competitive bidding and prevailing wages. Notable differences include the estimated cost of the work and the consultants retained for each project. The SHS Phase 2 contract includes a more detailed schedule.

The full contract with McGranahanPBK is linked to the April 16, 2025 Board Meeting Agenda found on the District website at <https://www.sumnersd.org/about-us/governance/school-board/agendas-minutes>. The full contracts with BCRA, Inc. and Hutteball + Oremus are linked to the May 21, 2025 Board Meeting Agenda.

1. Scope of Architect's Basic Services:

Both contracts outline the architect's basic services through various phases: Initial Information, Architect's Responsibilities, Scope of Architect's Basic Services, Supplemental and Additional Services, Owner's Responsibilities, Cost of the Work, Copyrights and Licenses, Claims and Disputes/Dispute Resolution, Termination or Suspension, Miscellaneous Provisions, Compensation, Special Terms and Conditions, and Scope of the Agreement.

Stakeholder Engagement: A core component of the Basic Services in both contracts is stakeholder engagement. The Tehaleh MS contract states, "The Architect's Basic Services include coordinating and attending regular meetings with the Owner's staff and consultants to gather information and ideas from appropriate stakeholders." This is echoed in the SHS Phase 2 contract: "The Architect's Basic Services include coordinating and attending meetings with School District staff to gather information and ideas from appropriate stakeholders." Both emphasize early engagement and presentations to the Owner's representatives.

Compliance with Regulations: Both contracts explicitly state the architect's responsibility to comply with all applicable state, county, city, and jurisdictional requirements and regulations. The SHS Phase 2 contract



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highlights compliance with Washington State regulations: "The Project shall be designed and permitted to conform to all applicable State, county, city, and other jurisdictional requirements and regulations in effect at the time services are provided." This includes accessibility standards and navigating the permitting process.

Design and Documentation: The Basic Services include the preparation of design documents through Schematic Design, Design Development, and Construction Documents phases. These documents are to be reviewed and approved by the Owner at various stages. The SHS Phase 2 contract details the contents of Design Development Documents, including "drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements."

Construction Phase Services: Both contracts detail the architect's role during the construction phase, including visiting the site, reviewing submittals, preparing Change Orders, and assisting with project closeout. The SHS Phase 2 contract specifies the architect's review of submittals as being "In accordance with the Architect-approved submittal schedule, the Architect shall diligently review, attempting to identify material inconsistencies or discrepancies between submittals and the requirements of the Contract Documents."

2. Supplemental and Additional Services:

Both contracts distinguish between Basic Services, Supplemental Services (potentially required but not included in Basic Services), and Additional Services (arising after the agreement's execution).

Supplemental Services as Defined: The SHS Phase 2 contract lists numerous potential Supplemental Services, including Programming, Multiple preliminary designs, Site evaluation and planning, Building Information Model management, Civil engineering, Landscape design, Cost estimating, and As-constructed record drawings. The Tehaleh MS contract similarly lists several supplemental services, and also explicitly states that "The services listed below are not included in Basic Services but may be required for the Project."

Compensation for Additional Services: Both contracts outline that Additional Services, if mutually agreed upon in writing, will be compensated as provided in the compensation article. The SHS Phase 2 contract notes that "The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement, if mutually agreed in writing by the Owner and Architect."

3. Owner's Responsibilities:

Both contracts place significant responsibilities on the Owner (Sumner-Bonney Lake School District).

Providing Information: The Owner is responsible for providing initial information about the project, including the program and physical characteristics.

Approvals and Decisions: The Owner is required to render decisions and approve the architect's submittals in a timely manner. The SHS Phase 2 contract states, "The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services."

Providing Consultants and Information: The Owner is responsible for retaining certain consultants (such as geotechnical engineers and civil engineers, though the Tehaleh MS contract also lists civil engineers as consultants retained by the Architect) and furnishing surveys and legal information. The SHS Phase 2



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contract notes, "Unless otherwise provided in this Agreement, the Owner shall furnish services of geotechnical engineers..."

Access to Site: The Owner must provide the architect access to the project site.

4. Cost of the Work:

Both contracts define the Cost of the Work and the architect's role in estimating and managing it.

Definition: The Cost of the Work is defined as the total cost to the Owner to construct all elements of the Project. It includes contractor's costs, overhead, profit, labor, materials, and equipment. It explicitly excludes the architect's compensation, land costs, financing, and Owner contingencies.

Estimating and Adjustments: The architect is required to prepare preliminary estimates of the Cost of the Work and update them throughout the design process. If the architect's estimate exceeds the Owner's Maximum Allowable Construction Cost (MACC), the architect must make recommendations to adjust the project's size, quality, or budget, and the Owner must cooperate.

Cost Consultant: Both contracts mention a Cost Consultant. The Tehaleh MS contract lists RC Cost Group as a consultant retained by the Architect for Cost Estimating, while the SHS Phase 2 contract lists RC Cost Group as a consultant retained under Supplemental Services. The SHS Phase 2 contract specifies that the architect shall require the Cost Consultant to include appropriate contingencies in their estimates.

5. Copyrights and Licenses:

Both contracts address the ownership and use of the architect's Instruments of Service (drawings, specifications, etc.).

Architect's Ownership: The architect and their consultants retain copyright ownership of their Instruments of Service.

Owner's License: The Owner is granted a nonexclusive license to use and reproduce the Instruments of Service for the purposes of constructing, completing, using, renovating, expanding, modernizing, maintaining, altering, and adding to the Project. This license is granted upon execution of the agreement.

Termination and License Use: The SHS Phase 2 contract specifies that if the architect rightfully terminates the agreement for cause, the Owner's license terminates until the Owner pays all adjudicated amounts due to the architect. If the Owner uses the Instruments of Service for other projects or after termination (other than for cause), the Owner releases the architect from related claims.

6. Claims and Disputes Resolution:

Both contracts outline procedures for resolving claims and disputes.

Mediation as a Precedent: Both contracts require mediation as a condition precedent to binding dispute resolution. The SHS Phase 2 contract states that any claim, dispute, or other matter in question "shall be exclusively subject to the following alternative dispute resolution procedure... and as a condition precedent to the institution of binding dispute resolution by either party."

Binding Dispute Resolution: The Tehaleh MS contract selects litigation in a court of competent jurisdiction, while the SHS Phase 2 contract's selection for binding dispute resolution is left unchecked in the provided excerpt.



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Important Facts and Figures:

Project Locations: Tehaleh Middle School will be located in the Tehaleh development in Bonney Lake, WA. Sumner High School Phase 2 Addition is located at 1707 Main Street, Sumner, WA.

Tehaleh MS Project Description: A new middle school on approximately 24.21 acres, including a multi-story school building, turf and lighted fields, parking, and driveways. Serving approximately 900 students.

Tehaleh MS Estimated Cost of the Work (MACC): \$130,000,000.

Tehaleh MS Key Dates:

Anticipated Design Phase Milestone Date: January 2026.

Anticipated Bid Opening: January 2027.

Anticipated Notice to Proceed: January 2027.

Anticipated Substantial Completion: July 1, 2029.

Anticipated Final Completion: September 1, 2029.

Tehaleh MS Consultants:

Geotechnical Engineer: Aspect Consulting.

Civil Engineer: N/A, to be provided by the Architect.

Wetland Biologist: TBD, if necessary.

Consultants retained by the Architect:

Structural Engineer: PCS Structural Solutions.

Mechanical Engineer: Hargis Engineers.

Electrical Engineer: Hargis Engineers.

Scheduling Consultant: N/A.

Civil Engineer: Sitts & Hill Engineers.

Landscape Architect: Fora Landscape Architects.

Food Service Consultant: Halliday and Associates, Inc.

Cost Estimating Consultant: RC Cost Group.

Door Hardware Consultant: DDI Consulting.

SHS Phase 2 Project Description: Phase 2 Addition to Sumner High School. Budgeted Construction Cost Allocation details include areas for West Building, Greenhouse, Animal Science, and Storage Shed.

SHS Phase 2 Estimated Cost of the Work (MACC): \$57,500,000.

SHS Phase 2 Key Dates (from Exhibit B Schedule):

Survey: March 17, 2025 - May 9, 2025.

Geotech Borings/Report: May 19, 2025 - July 11, 2025.

Programming: February 14, 2025 - June 5, 2025.

Schematic Design: March 31, 2025 - June 20, 2025.

Design Development: June 23, 2025 - October 10, 2025.



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Contract Documents: October 13, 2025 - April 24, 2026.
Advertise: April 28, 2026 - May 11, 2026.
Bidding: April 28, 2026 - June 1, 2026.
Construction: July 14, 2026 - January 24, 2028.
Closeout: January 25, 2028 - February 21, 2028.
Move-in: January 25, 2028 - February 21, 2028.
Land Use Permitting: November 10, 2025 - June 5, 2026.
Building Permit: January 26, 2026 - July 10, 2026.

SHS Phase 2 Consultants:

Cost Consultant: TBD, if applicable.
Scheduling Consultant: TBD, if applicable.
Geotechnical Engineer: RAM GeoServices, Inc.
Civil Engineer: Sitts & Hill Engineers, Inc.
Other: TBD, if any.

Consultants retained under Supplemental Services:

Civil Engineer: Jacobson Consulting Engineering.
Landscape Architect: Fora Landscape Architects.
Food Service Consultant: Haliday Associates.
Acoustical Consultant: Stantec.
Building Envelope Consultant: BEE Engineers.
Hardware Consultant: Adams Consulting.
Cost Estimator: RC Cost Group.
Electrical Engineer: Hargis Engineers.

Comparison and Analysis:

Both contracts demonstrate a commitment to a structured design and construction process, with clear delineation of responsibilities between the Owner and the Architect. The inclusion of detailed provisions regarding stakeholder engagement, regulatory compliance, cost management, and dispute resolution reflects the complexity of these public works projects. The SHS Phase 2 contract provides a more granular schedule in Exhibit B, outlining key milestones and durations. Both contracts utilize a combination of Basic Services and Supplemental/Additional Services, providing flexibility for project-specific needs. The use of an AIA standard form (B103-2017) with tailored modifications is common practice for such agreements.