



Steilacoom Historical School District Board of Directors

Pioneer Middle School, 1750 Bob's Hollow Lane, DuPont, WA

Wednesday, February 9, 2022 05:50 PM

I. SPECIAL MEETING CALL TO ORDER (Action)

- a. Pledge of Allegiance
- b. Roll Call
- c. Approval of Agenda

II. COMMENTS FROM THE AUDIENCE (Information)

III. APPROVAL OF ARCHITECT CONTRACT (Action)

Presenter: Shawn Lewis

[BLRB Architectural Services Contract.pdf \(p. 2\)](#)

IV. ADJOURNMENT OF SPECIAL MEETING (Action)

V. STUDY SESSION TOPIC FOR BOARD DISCUSSION

A. Policy Review - 1000 Series (Discussion)

[Policy Review 1000 Series.pdf \(p. 28\)](#)

B. Policy Review - 5000 Series (Discussion)

[Policy Review 5000 Series.pdf \(p. 32\)](#)

C. Procedural Motions (Discussion)

VI. ADJOURNMENT (Action)

VII. RECESS TO CLOSED SESSION

VIII. CLOSED SESSION (Executive Session)

Closed Session pursuant to RCW 42.30.140(4)(b) to discuss collective bargaining.

UNTIL FULLY EXECUTED THIS DOCUMENT IS UNENFORCEABLE AND SUBJECT TO CONTINUING NEGOTIATION.

ARCHITECTURAL AGREEMENT

This ARCHITECTURAL AGREEMENT is made and entered into the later of the two signature dates appearing below (the “Effective Date”) by and between Steilacoom Historical School District, a Washington municipal corporation (“Owner” or “District”), and BLRB Architects, P.S. (“Architect”).

RECITALS

A. The Owner intends to retain the services of the Architect to plan and design the facilities described herein, including the associated site improvements and landscaping, for the New DuPont Elementary School (“Project”) located in Pierce County, Washington.

B. The Architect, as an independent contractor, represents that it is fully qualified and capable of providing the personnel, equipment, materials, and services as may be required to perform the Project in a timely and professional manner.

C. The parties desire to enter into a written agreement for the employment of the Architect by the Owner in accordance with the terms and conditions stated herein.

TERMS AND CONDITIONS OF AGREEMENT

The Owner and Architect mutually agree as follows:

ARTICLE 1 ARCHITECT’S RESPONSIBILITIES

1.1 ARCHITECT’S SERVICES

1.1.1 The Architect’s Services consist of those Services performed by the Architect, Architect’s employees and Architect’s consultants as enumerated in or required by Articles 2 and 3 of this Agreement and any other Services required or permitted herein, and all personnel, equipment, and materials required to perform the Work (the “Services”).

1.1.2 The Architect shall exercise that degree of care and diligence in performing all Services under this Agreement which is in accordance with the professional standards prevailing in the Puget Sound region, and all of the Architect’s Services under this Agreement shall be performed as expeditiously as is consistent with said standards.

1.1.3 Time is of the essence in this Agreement. The Architect has submitted and the Owner has approved a schedule for the performance of the Architect's Services herein. The approved schedule is attached as Exhibit A. The schedule provides sufficient time for review and approval of submissions by other governmental authorities having jurisdiction over the Project. Time limits established by this schedule shall not, except for reasonable cause, be exceeded by the Architect. The Architect shall not be responsible for delays related to the review and approval of reasonably accurate and complete plans and specifications or of environmental assessments by governmental authorities. The Architect shall immediately advise the Owner in writing of any conditions or events which may delay the Services required under the schedule. The schedule may be amended by either party with the written consent of the other.

1.1.4 The Architect has designated a project team to provide the services for the Project, the members of which are listed with their hourly rates on Exhibit B, which includes a designation of a project manager on the team. The project manager and other key team personnel shall be subject to interview by the Owner and the Architect shall provide any documentation of education or professional experience as may be reasonably requested by the Owner. The Architect's appointment of the project team shall be subject to approval by the Owner, which approval shall not be unreasonably withheld. If at any time during the course of the Project, the Owner determines that the Architect's project manager is not performing in a satisfactory manner, the Owner reserves the right, after consultation with the Architect, to require the replacement of the project manager if the Owner determines that replacement is in the best interests of the Project. The Architect may replace the project manager only upon approval of the Owner.

1.1.5 The Owner shall have the right to remove from the Project any member of the architectural team to whom it has a reasonable objection so long as the Owner's objection shall not be based upon any factor which would violate State or Federal statutes or regulations should Owner have been the employer of such individual; provided, however, that Architect is advised by the Owner of the basis for the Owner's decision and no remedy is proposed by the Architect which is acceptable to the Owner.

1.1.6 Notwithstanding any other terms and conditions of this Agreement, the Architect shall provide at no cost to Owner any Services, including revisions in Design Development Documents and Construction Documents and the review and analysis of field questions and claims, required to correct or to respond to errors or omissions by the Architect in providing Services pursuant to this Agreement. The Architect shall not benefit in fee or reimbursement due to any increase in the Project construction costs or Project budget resulting from any such errors or omissions.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION OF BASIC SERVICES

2.1.1 The Architect shall perform the Basic Services, which consist of those Services described in sections 2.2 through 2.7 and any other Services and obligations identified herein to

be part of Basic Services and include normal civil, structural, electrical, and mechanical engineering Services; cost estimating Services; landscaping Services; special consulting Services for acoustical, food service, and lighting; color coordination Services for building materials; and any other architectural, engineering, or other Services necessary to produce a reasonably accurate and complete set of Construction Documents. Additionally, Owner reserves the right, from time to time during the term of this Agreement, to add, expand, supplement, modify, reduce, or eliminate any portion or all of the Basic Services by written notice to Architect.

2.2 EDUCATIONAL SPECIFICATIONS PHASE

2.2.1 The Architect will prepare, with assistance and input from the Owner, Draft Educational Specifications for the Project. In connection with performing this service, the Architect and its Sub-consultants will meet with and consider input received from persons and groups designated by the Owner. The Educational Specifications shall describe the educational activities that the school facilities and grounds of the Project should support and the types of spaces and their relationships in order to accommodate the Owner's program requirements.

2.2.2 The Architect shall assist the Owner in conducting a review of the Project site in order to determine that it is of sufficient size to meet the needs of the Educational Specifications and is free of encumbrances and all code constraints that would detrimentally interfere with the construction, operation, and useful life of the Project.

2.3 SCHEMATIC DESIGN PHASE

2.3.1 Upon receipt of any approvals required in Section 2.2, above, the Architect shall provide to the Owner a written summary of square foot area allocation and a list of education scenarios conforming to the Educational Specifications.

2.3.2 The Architect shall provide a preliminary evaluation of the Project in light of the approved Educational Specifications as well as schedule and construction budget requirements, each in terms of the other, subject to the limitations of the preliminary Project budget.

2.3.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.3.4 Based on the approved Educational Specifications and Project schedule and preliminary budget requirements, the Architect shall prepare for the approval of the Owner Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. If requested, the Architect shall also present the Project components, schedule and budget to the Owner's Board. In addition, the Architect shall prepare all drawings and other documents necessary to submit for Master Plan approval or obtain a Conditional Use Permit (CUP).

2.3.5 The Architect shall ensure that the requirements of the approved Educational Specifications are properly incorporated into the Project design. The submittal shall include solutions to each of the educational scenarios identified as well as furniture layouts.

2.3.6 Architect shall review Owner-provided documents and make on-site visual verification of locations, capacity and materials for utilities, electrical, mechanical, and civil work. The Architect shall ensure that it is familiar with the physical environment, traffic, and access and neighborhood related to the Project.

2.3.7

2.3.8 The Architect shall submit to the Owner a detailed estimate of probable Construction Cost based on current area, volume, or other unit costs projected to the expected date of bid. The form of the estimate shall be consistent with any applicable requirements of OSPI. The Owner intends to use and rely on these cost estimates to plan and develop the magnitude and scope of a Capital Bond measure.

2.3.9 The Architect shall provide to the Owner bond master planning and conceptualization services. These services shall include, by way of example and not limitation, the production of a written report in which the Architect analyzes the Owner's bonding requirements and makes recommendations about the magnitude and scope of a Capital Bond measure. The Architect shall furnish this reports and recommendations to Owner at a date to be set by the Owner but not later than the completion of the Schematic Design and Bond Planning phase.

2.3.10 The Schematic Design and Bond Planning phase shall be considered complete when all Owner comments or reviews have been evaluated by the Architect, Owner comments have been incorporated after review and consultation with the Owner into the Schematic Design Documents, and the Owner has approved in writing the Schematic Design Documents.

2.3.11 Upon Owner's written approval of the Schematic Design Documents, the building footprint will not be subject to material changes except as mutually agreed by the Owner and Architect.

2.4 FUTURE PROJECT PHASES

2.4.1 The Owner may authorize future phases of work through one or more contract amendments. Those additional phases may include Design Development, Construction Document, Bidding, Construction, Close-Out and Warranty. **Services for such future phases shall only be provided if authorized in writing by the Owner via contract amendment.**

2.5 through 2.9 Reserved for Future Phases

2.10 OTHER BASIC SERVICES

2.10.1 RESERVED

2.10.2 RESERVED

2.10.3 RESERVED

2.10.3 The Architect, assisted by the Owner, shall prepare all documents required to be approved by governmental authorities having jurisdiction over the Project and take all reasonable steps to obtain such approvals in a timely manner so as to not delay the Project or the Construction Contractor. The Architect shall provide governmental or reviewing agencies with necessary clarification and correction of the Construction Documents.

2.10.4 The Architect shall submit with each monthly invoice a report of activities and Services performed during the preceding month. The format and content shall be as mutually agreed upon with the Owner.

2.10.5 All Services performed under this Agreement shall conform to Owner's approved Educational Specifications and its design and materials standards, if any, unless otherwise directed in writing, and requirements in state laws and regulations applicable to educational facilities in existence at the time services are rendered, including but not limited to the requirements of WAC Titles 180 and 392.

2.10.6 RESERVED

2.10.7 The Architect shall schedule and attend regular Project status meetings with the Owner throughout the Project and no less frequently than once per week. The Architect shall attend meetings with local government staff as reasonably necessary to properly perform its Services and when requested by the Owner. The Architect shall secure the attendance of any of its Sub-consultants at any of the meetings described in this paragraph when such attendance may facilitate advancement of the Project.

2.10.8 The Architect shall provide such assistance as may be reasonably requested by the Owner to complete an environmental checklist or similar documents or reports necessary for the Project excluding environmental audits, asbestos, hazardous materials, and pollutants. The scope of work currently anticipated for the Architect pursuant to this subparagraph is set forth in Exhibit C. An environmental impact statement, if required, shall be an Additional Service negotiated by the parties prior to commencement of such work.

2.10.9 The Architect shall provide coordination with the Owner's separate consultant(s). The Architect will include any separate package prepared by the Owner's consultants in the bid package to ensure that this work is within the total scope of work bid by the Contractor; however, the Architect will not be responsible for any party's use or misuse of a separate consultant's findings.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The Services described in Article 3 are not included in Basic Services unless so identified in Exhibit C, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. **Additional Services herein shall only be provided if authorized or confirmed in writing by the Owner.** If Services described in Paragraph 3.1 or 3.2 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such service. If the Owner deems that such Services described in Paragraph 3.1 or 3.2 are not required, the Owner shall give prompt written notice to the Architect. Notwithstanding anything to the contrary in this Agreement, Owner shall not be required to pay and the Architect shall not be entitled to receive any compensation for any Contingent Additional Services or Optional Additional Services if such Services were required due to the errors or omissions of the Architect or to failure to perform in accordance with this Agreement.

3.2 CONTINGENT ADDITIONAL SERVICES

3.2.1 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.2.1.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

3.2.1.2 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.2.2 Providing Services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.

3.2.3 Providing consultation concerning replacement of Project work damaged by fire or other cause during construction, and furnishing Services required in connection with the replacement of such work.

3.2.4 Providing Services made necessary by the default of the Contractor.

3.2.5 Providing Services in connection with a legal proceeding related to the Project except where the Architect is a party thereto or where damages are claimed due to errors or omissions of the Architect.

3.2.6 Providing Services necessary to respond to changes in rules or regulations applicable to the Project when such changes are inconsistent with approvals or instructions previously given by a regulatory agency with jurisdiction.

3.2.7 Providing Services after the Owner's acceptance of substantial completion to resolve problems or issues related to the Project work when such Services are not otherwise required by paragraph 2.7.5.

3.3 OPTIONAL ADDITIONAL SERVICES

3.3.1 Providing financial feasibility or other special studies. This includes assisting the Owner in public communication and community engagement efforts throughout the Schematic Design and Bond Planning phases.

3.3.2 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.3.3 Providing Services relative to future facilities, systems, and equipment.

3.3.4 Providing coordination of construction performed by the Owner's own forces and coordination of Services required in connection with construction performed and equipment supplied by the Owner.

3.3.5 Providing analyses of owning and operating costs.

3.3.6 Providing any other Services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

3.3.7 Providing a model or painting, as selected by the Owner, of the entire facility being constructed.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall consult with Architect regarding requirements for the Project, including the Owner's contemplated program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

4.2 The Owner shall consult with the Architect to establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs, and reasonable contingencies related to all of these costs.

4.3 The Owner shall furnish the Architect with sample bidding and contract requirements and other general specification criteria reflecting the requirements of the Owner. The Owner shall arrange and pay for the required advertisements for bid. The Owner shall be responsible for issuing notices to proceed to the Construction Contractor.

4.4 The Owner has designated Shawn Lewis as its representative authorized to act on the Owner's behalf to administer the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's Services provided the Architect has advised the Owner of its time or progress constraints.

4.5 The Owner shall furnish surveys describing physical characteristics, environmental information, legal limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable: grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, and encroachments of record; zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and necessary data pertaining to existing buildings, other improvements, and trees; and readily available information concerning available utility Services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

4.6 The Owner shall furnish the Services of geotechnical engineers, if and as needed for the Project. Such Services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolations tests, evaluations of hazardous materials, ground corrosion and, resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner may furnish the Services of other consultants when such Services are reasonably required by the scope of the Project and are requested by the Architect and agreed by the Owner in writing, provided said consultants are not otherwise required by the Architect to perform Basic or Additional Basic Services.

4.7 The Owner shall furnish hazards abatement documents; chemical, air, and water pollution tests; tests for hazardous materials; and other laboratory and environmental tests, inspections, and reports required by law or the Contract Documents. The Architect will not be responsible for any third party's use or misuse of such documents, tests and reports.

4.8 The Owner shall furnish all legal, accounting, and insurance counseling Services as may be necessary at any time for the Project, including auditing Services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner, so long as such Services are not required due to any errors or omissions of the Architect.

4.9 The Services, information, surveys, and reports required by Paragraphs 4.5 through 4.7 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

ARTICLE 5

MAXIMUM ALLOWABLE CONSTRUCTION COST

5.1 DEFINITION OF MACC

5.1.1 When requested by Owner, the Maximum Allowable Construction Cost ("MACC") shall be established and incorporated into this Agreement by written amendment. The MACC shall be the maximum amount acceptable to the Owner as the bid price(s) of all elements of the Project designed or specified by the Architect, excluding only Washington State and local sales taxes, unless otherwise authorized by the Owner in writing.

5.1.2 The MACC does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided herein.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 The Architect, as a design professional familiar with the construction industry, shall evaluate the Project budget and shall prepare detailed estimates of construction cost as required by this Agreement. It is recognized, however, that neither the Architect, nor the Owner has control over the cost of labor, materials, or conditions. Architect acknowledges that cost is of primary concern to Owner and the Architect will endeavor to design the Project within the MACC. No warranty as to construction cost is hereby expressed or implied.

5.2.2 The Architect shall include appropriate contingencies, such as for design, bidding and price escalation, within any estimates prepared by the Architect to determine which materials, equipment, component systems, and types of construction are to be included in the Contract Documents.

5.2.3 It shall be the responsibility of the Architect to notify the Owner in writing if it believes, or bids received indicate, that the proposed Project will exceed the MACC. The Owner, when so notified, may: (a) cooperate with the Architect in reducing the scope of the planned Project work by an amount sufficient to bring it within the MACC; (b) give written approval for an increase in the MACC sufficient to cover the estimated cost of the Project; (c) give written approval for the Architect to proceed with sufficient alternatives to be included in the bid documents to bring the Project within the MACC; or (d) take such other action as Owner deems appropriate. In the case of the items (a) or (c), the Architect shall, as part of Basic Services, modify the Drawings and Specifications as necessary to comply with the fixed limit, without additional cost to Owner.

5.2.4 If bids are not received within the time specified in accordance with Exhibit A, due to causes beyond the Architect's control, the MACC established as a condition of this Agreement may, with Owner's agreement, be adjusted to reflect any measurable change in the general level

of prices in the construction industry between the originally scheduled date and the date on which bids are to be received.

ARTICLE 6 USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project (the “Materials”) have been specially ordered or commissioned by the Owner for use as a contribution to a collective work and will be considered “works made for hire” (as that term is defined under U.S. copyright law), in all stages of completion, with the Owner being the author of them. To the extent any Materials include material subject to copyright, patent, trademark, trade secret, or any other proprietary rights protection, and any rights therein, are not owned by the Owner as a “work made for hire” pursuant to the preceding sentence, the Architect hereby irrevocably and unconditionally assigns to the Owner, its successors, and assigns all rights (including sublicensing rights), title, and interest in and to those Materials. To the extent any of the Architect’s rights in the Materials, including any moral rights, are not capable of assignment under applicable law, the Architect hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law. Thus, the Owner may use all of the Materials on other projects of the Owner, without any obligation to pay or report to Architect, except as stated in the following sentence. Owner agrees to defend, indemnify and hold the Architect harmless against any and all third party claims, demands, suits, and liabilities of any kind, including all resulting damages and expenses, which arise from the use by the Owner or its licensees of any of the Materials other than on this project or another project on which the Architect is involved. The Architect shall require each third party that submits Materials for use on this project to comply with the terms and conditions of this Section 6.1.

6.2 Upon completion of the project, the Owner hereby grants the Architect a non-exclusive right to use and reproduce the Materials as necessary for the Architect to include such reproductions in the Architect’s portfolio and other materials intended to market the Architect’s body of work, provided that such reproductions are not themselves marketed commercially without the Owner’s prior written consent.

ARTICLE 7 DISPUTE RESOLUTION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by litigation, unless the parties otherwise agree in writing to an alternate form of dispute resolution.

7.2 Any claims, disputes or other matters in question between the Owner and the Architect arising out of or relating to this Agreement may be referred in writing by either party to the executive board or chief administrative officer of the other party requesting direct consultation.

7.3 If requested by the Owner, the Architect agrees to fully support and participate in cooperative procedures with the Contractor and Owner to avoid or minimize problems on the Project including nonbinding dispute resolution efforts to resolve claims filed or asserted by the Contractor on the Project. The Architect shall incorporate similar provisions in contracts with its Sub-consultants.

ARTICLE 8 TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by the Owner as to all or any portion of the Services provided by the Architect upon not less than fifteen (15) days written notice to the Architect in the event that the Project is suspended or abandoned. If the Project is abandoned or suspended by the Owner for more than one hundred eighty (180) consecutive days, the Architect may terminate this Agreement by giving fifteen (15) days written notice to the Owner. The Architect shall be compensated for Services performed in a satisfactory manner prior to notice of such suspension. If the Project is resumed, the Architect's compensation may be equitably adjusted to provide for reasonable expenses actually incurred in the interruption and resumption of the Architect's Services.

8.2 The Owner may terminate this Agreement for "cause", which is defined as the continued failure of the Architect to perform substantially in accordance with the terms of this Agreement after fifteen (15) days written notice from the Owner informing the Architect of said failure and a manner in which said failure may be cured. Any payment due the Architect at the time of termination may be adjusted to the extent of any additional costs and damages the Owner has or may incur because of the Architect's failure. In such event, the Owner may consider the cost to the Owner of completing the work and the Services or of employing another firm to complete, the inconvenience and time which may be required to do so and other claims, damages, and factors which affect the value to the Owner of the Services performed to the date of termination. This provision shall not preclude the Owner from filing claims or commencing litigation to secure compensation for costs and damages incurred beyond that covered by withheld payments.

8.3 The Owner may also, upon fifteen (15) days written notice, terminate for the Owner's convenience, all or a portion of the Services not yet performed by the Architect under this Agreement. In the event of such termination for convenience, the Architect shall be compensated for partially completed Services performed in a satisfactory manner prior to termination, together with Reimbursable Expenses then due and Termination Expenses as defined in Paragraph 8.4.

8.4 Termination Expenses are in addition to compensation for Basic and Additional Services paid prior to termination, and are reasonable expenses which are directly attributable to termination and actually incurred by the Architect to conclude its Services and contracts with its Sub-consultants and suppliers. Termination Expenses shall be fully documented to the reasonable satisfaction of the Owner and shall not exceed Twenty Five Thousand and no/100s Dollars (\$25,000.00).

ARTICLE 9
COMPENSATION AND PAYMENTS TO THE ARCHITECT

9.1 As full compensation for the satisfactory performance of Basic Services through receipt of an approved Master Plan or Conditional Use Permit, as described in Article 2, the Owner shall pay the Architect on the basis of the hourly rates specified in Exhibit B (see related paragraph 1.1.4) times the hours spent on the Basic Services by individuals listed therein, plus any Reimbursable Expenses as provided by Paragraph 9.2. The fees charged by the Architect shall not exceed \$80,300, payable as follows:

Educational Specifications Phase	\$8,000	
Schematic Design Phase	\$33,250	
Total Basic Services fee:	\$41,250	(100%)
Total Additional Consultant Fees:	\$39,050	
Total Basic Services Plus Consultant Fees:	\$80,300	
Additional Services:	as completed	

9.2 Compensation for any Additional Services authorized by Owner in writing, shall be on the basis of the hourly rates specified in Exhibit B (see related paragraph 1.1.4) times the hours spent on such approved Additional Services by individuals listed therein.

9.3 Reimbursable Expenses shall be limited to reasonable expense of reproductions delivered to or requested by Owner necessary for the rendition of Services hereunder but excluding copies made for Architect for its own use or coordination with its consultants; expense of postage, delivery, and handling of Drawings and Specifications and other documents; expense of any sales or use taxes directly applicable to revenues earned from this Agreement; and such other expenses incurred in connection with the Project when specifically authorized in advance in writing by the Owner. Such approved Reimbursable Expenses shall be reimbursed as a multiple of One point one (1.10) times the actual cost paid by Architect and its consultants.

9.4 The Architect shall submit complete invoices for payments to the Owner's designated representative within fifteen (15) days following the first day of each month for Services provided under the Agreement during the preceding month. The invoice shall specify the proportion of the Basic Services fee earned and the hours spent on approved Additional Services, if any, and shall fully describe the Services provided in a format and level of detail satisfactory to the Owner. Copies of receipts, bills, invoices, charge slips, etc. shall be provided to document Architect's expenditures for any claimed Reimbursable Expenses. Payment shall be due from the Owner to the Architect for the amounts properly invoiced in accordance with this section within thirty (30) days of the Owner's receipt of such invoices.

9.5 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to the Contractor, or on account of the cost of changes in the Project work other than those for which the Architect may be held legally liable; provided, the Owner reserves the right to withhold payments as provided in paragraph 8.2 above.

9.6 Records of Reimbursable Expenses and all time and expenses pertaining to Basic Services and Additional Services shall be available to the Owner or the Owner's authorized representative at a mutually convenient time.

9.6.1 The Architect, including its Sub-consultants, shall maintain complete accounts, records and other documentation of personnel hours and reimbursement costs pertinent to the performance of Services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The Owner, or its duly authorized representatives, shall have access to such accounts, records, and documentation, subject to an appropriate confidentiality agreement, for purposes of audit and copying upon reasonable advance notice to the Architect for a period of six (6) years following completion of the Architect's Services. The Owner also reserves the right to have access to such accounts, records and documentation during the performance of the Services if deemed necessary by the Owner to verify the Architect's invoices for payment or any requests for additional compensation.

9.6.2 Any audits conducted by the Owner shall be in accordance with generally accepted auditing standards and established procedures and guidelines that shall be reviewed in advance with the Architect. The Architect will be afforded the opportunity for an audit exit conference and an opportunity to comment and to submit supporting documentation on the pertinent portions of the draft audit report. The final audit report will include written comments, if any, of the Architect. The Architect will ensure that substantially the foregoing provisions are included in each contract for Sub-consultant work.

9.6.3 The rates and multiples set forth for Additional Services may be annually adjusted in accordance with normal salary review practices of the Architect if agreed to in writing by the Owner; provided, such adjustments shall be based on documented actual costs and shall not exceed five percent (5%) per year. Any proposed adjustments will be provided to the Owner no later than May 31 of each year and, if approved, will be effective on September 1.

9.7 Owner may at any time, by written notice thereof to Architect, 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). Architect shall, within ten (10) days after receipt of notice of any change which Architect believes to be outside the scope of Basic Services, give Owner written notice thereof and identify the reasons for the Architect's position. Failure of the Architect to issue written notice shall constitute a waiver of any claim by the Architect for an adjustment in compensation or a time extension. If any change under this section causes an increase or decrease in the cost of or the time required for performance of the Services, then the parties shall make an equitable adjustment in the compensation and/or schedule under this Agreement to reflect such increase or decrease, and the parties shall modify the Agreement in writing accordingly. Such equitable adjustment shall constitute full compensation to Architect for such change. If any change under this section results in a decrease in the Services to be performed, Architect shall not be entitled to anticipated profit on Services not performed.

ARTICLE 10

OTHER CONDITIONS

The following obligations shall be considered to be part of Basic Services:

10.1 The Architect hereby agrees to maintain an errors and omissions policy of insurance containing standard Professional Liability Insurance for Architects and Engineers, covering the Architect, and Architect's employees in the amount of at least two million dollars (\$2,000,000) per claim and in the annual aggregate. Said policy shall be obtained from a reputable insurance company with a Best rating of not less than "A/IX," and shall cover claims arising out of any negligent act, error, or omission of the Architect in connection with this Agreement. Said policy and/or equivalent insurance coverage shall be kept in place and/or tail insurance provided for six (6) years following completion of Services. Certificates of insurance from the Architect shall be delivered by the Architect to the Owner. Owner shall have the right to increase the insurance amount at Owner's expense if available.

10.1.1 Upon signing this Agreement, the Architect shall file with the Owner certificates of errors and omissions insurance consistent with the coverage requirements in the preceding paragraph. Such policies or certificates (whichever available) shall bear the endorsement: "Not to be canceled or allowed to expire without sixty (60) days prior written notice to the Owner." Such policy shall provide coverage for the activities undertaken by Architects in their professional capacities and as a professional service entity, if applicable. In the event that such insurance coverage is canceled on the Architect during the term of this Agreement, the Architect understands that it remains obligated to secure replacement insurance coverage meeting the requirements of this Agreement to the extent that it remains available for purchase by the Architect and at a cost and under such terms as are commercially practicable. The Architect shall be obligated to conduct in good faith an investigation of professional liability insurance rates and terms from other carriers. If, after a good faith investigation, the Architect determines that replacement coverage is not available as set forth in this Agreement, the Architect shall so notify the Owner in writing. The notice shall include the names of carriers contacted and the terms and costs, if any, under which comparable coverage would be available from those carriers. The notice shall also include the rates and terms of the Architect's professional liability coverage for the previous five (5) years.

10.1.2 The Architect shall provide to the Owner any other insurance certificates applicable to the Architect's Services under this Agreement, including automobile and commercial general liability policies. Upon request, the Architect shall also deliver to Owner complete copies of errors and omissions policies of insurance and/or notices of any pending or anticipated errors or omissions claims against the Architect. If the terms of coverage of such policies are not acceptable to the Owner, the Architect shall revise its coverage or obtain additional coverage as necessary and if available to meet the requirements of this Agreement. The additional cost of such revisions or any charge for including the Owner as an additional insured, if possible, will be paid by Owner.

10.1.3 Unless otherwise agreed by the Owner, all major electrical, mechanical, structural, and civil Sub-consultants to the Architect shall be required to provide the same errors and omissions insurance requirements as indicated for the Architect, but with minimum coverage amounts of two million dollars (\$2,000,000) per claim and in the annual aggregate. The Architect

will submit evidence of such coverage to the Owner before the Sub-consultants commence work on the Project.

10.1.4 The Architect shall also provide other insurance of the kind, coverage and limits typical for similar engagements and projects, including commercial general liability and comprehensive automobile liability of at least two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) annual aggregate on a combined single limit basis, which insure against property damage and liability for property damage or personal injury (including death) which may occur in connection with the Architect's performance of Services under this Agreement. The Architect shall include the Owner as an additional insured on such commercial general liability policies.

10.1.5 The Architect shall provide and maintain any worker's compensation and employer's liability insurance required by law, including but not limited to, the Washington Industrial Insurance Act, during the entire period of any Services provided by the Architect.

10.2 To the maximum extent permitted by law, the Architect shall indemnify and hold harmless the Owner, its officers, principals, employees, and agents from and against any and all claims, demands, suits, and liabilities of any kind involving injuries to persons or damages to property, which arise out of or are due to the negligent acts, errors, or omissions of the Architect in performing work and Services under this Agreement; provided that said obligations shall not apply to the extent that the Owner is negligent with regard to the alleged acts, errors, or omissions giving rise to said claims. In the event that any claims, demands, suits, actions, and/or lawsuits arise out of any of the aforesaid negligent acts, errors, or omissions of the Architect, the Architect shall defend those portions of such claims, demands, suits, actions, or lawsuits and indemnify and hold harmless Owner from any award or judgment relating thereto. This Agreement shall not constitute any waiver of the Architect's immunity, if any, under the Industrial Insurance Act for actions brought by the Architect's employees.

10.2.1 The Architect and the Owner acknowledge that a right of contribution shall exist between them if they are found to be jointly and severally liable upon the same indivisible claim for the same damage, injury, death, or harm, whether or not judgment has been recovered against both of them. The right of contribution shall be governed by RCW 4.22.040. The Owner's rights and remedies in this Agreement are in addition to any other rights and remedies as provided by law.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 This Agreement shall be governed by the laws of the State of Washington.

11.2 Architect hereby represents and assures to the Owner the following, which representations and assurances shall survive execution of and completion of the Services required or allowed by this Agreement:

(a) that Architect is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Services required and perform its obligations hereunder;

(b) that Architect is able to furnish any of the personnel, materials, supplies, equipment, and labor required to complete the Services required hereunder and perform its obligations hereunder and has sufficient experience and competence to do so;

(c) that Architect is authorized to do business in the State of Washington and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the Services required hereunder and the Project itself;

(d) that Architect's execution of this Agreement and its performance thereof is within its duly authorized powers; and

(e) that Architect's duly authorized representative has visited the Project, become familiar with the local conditions under which the Services required hereunder are to be performed and correlated such observations with all of the requirements of the Contract Documents.

11.2.1 Architect agrees to provide to Owner on request documentation of the accuracy of said representations and assurances in this section.

11.3 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Owner and Architect. Nothing in this Agreement shall be construed so as to void, invalidate, or limit any insurance coverage held by either party to this Agreement.

11.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect. Nothing contained herein shall be deemed to create any contractual relationship between the Architect or any of the contractors, subcontractors, or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the Owner or the Architect that does not otherwise exist without regard to this Agreement.

11.5 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons or property to hazardous materials in any form at the Project site and adjoining areas, including but not limited to pollutants, asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. If, however, the Architect should notice such materials, the Architect shall immediately report their presence and location to the Owner.

11.6 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or

proprietary information if Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

11.7 The time period for accrual of a cause of action under this Agreement and the statute of limitations for filing suit after accrual shall be as provided by law.

11.8 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. The Owner's approval, acceptance, use of, or payment for all or any part of the Architect's Services hereunder or of the Project itself shall in no way alter the Architect's obligations or the Owner's rights hereunder.

11.9 The Owner and the Architect, respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

11.10 The obligations of the Owner hereunder shall become enforceable and binding only upon the approval of this Agreement by the Owner's Board of Directors. This Agreement may be signed in duplicate and each copy shall be considered for all purposes the original thereof.

11.11 Unless expressly stated otherwise in this Agreement, the term "days" herein shall mean calendar days.

11.12 Smoking, use of tobacco products, use of alcohol or use of drugs will not be permitted within School Buildings, or on the Project Site, including within vehicles.

11.13. All of the District's properties are "gun-free zones". As such, the District prohibits possession of any firearm anywhere on its property, even if contained within a privately-owned motor vehicle that is parked on District property. The Architect shall specifically inform all of its principals, employees, agents, and sub-consultants of this prohibition and shall include a provision stating this prohibition in all agreements with sub-consultants who perform work in connection with the Project. Failure to strictly comply with this prohibition shall constitute a material breach of and grounds for termination of this Agreement for cause.

11.13 If the Work is being performed at a site in reasonably active school use or where there is a likelihood of contact with children, a person shall be unfit if he or she has pleaded guilty to or has been convicted of any felony crime involving the physical injury or death of a child (RCW 9A.32 or 9A.36 but not RCW 46.61—motor vehicle violation), the physical neglect of a child (RCW 9A.42), sexual offenses against a minor (RCW 9A.44), sexual exploitation of a child (RCW 9.68A), the sale or purchase of a minor child (RCW 9A.64.030), promoting prostitution of a minor (RCW 9A.88), or violation of similar laws of another jurisdiction.

This Agreement is made and entered into as of the later of the two signature dates written below.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

(Dated)

(Dated)

Exhibit A: Approved Schedule and Detailed Scope

Exhibit B: Architect's Project Team, including its Consultants and Their Applicable Hourly Rates

DATED: February 10, 2022

February 2, 2022 v.1

PROFESSIONAL SERVICES PROPOSAL

PRIMARY CONTACT INFORMATION

District:

Name: Steilacoom Historical District No.1

Phone No: 360-515-6307

Email: shlewis@steilacoom.k12.wa.us**Architect:**

Name: BLRB Architects

Contact: Sarah D. Fischer, Project Manager

Phone No: 253-627-5599

Email: sfischer@blrb.com;
rlindstrom@blrb.com;
accounting@blrb.com

PROJECT UNDERSTANDING

PROJECT DESCRIPTION

Steilacoom Historical District No. 1 is initiating capital planning efforts for multiple projects within the District. BLRB Architects will provide planning & design guidance, conduct long-range planning studies for the district in the form of a new elementary school, overall district facilities master plan, community engagement facilitation, and support Bond advertisement efforts. A summary of activities is included below followed by a detailed scope of work.

Development of 30% design & Master Plan for new Elementary School on district identified 10.0-Acre site within an existing master planned residential home community. This site is adjacent to a planned future residential development, permitting authority is the City of Dupont, and studies will support property acquisition by the District.

Bond planning with anticipated Q1 2023 advertisement date. Bond will have capacity to support multiple projects, potentially including but not limited to: New Elementary School, New Performing Arts Center, New Stadium Cover, New JROTC Facility, HVAC upgrades at multiple locations, roof repairs, technology and safety improvements. Community promotion and engagement for bond pursuit.

PROJECT LOCATION

A new, previously undeveloped project site and multiple existing school district sites located within the City of Dupont and Town of Steilacoom in Washington.

SCOPE OF SERVICES

EXISTING CONDITIONS DOCUMENTATION, PROVIDED BY OWNER

- Education Specification, dated 2021 in draft format
- Elementary school basic program and spaces, including anticipated square footage
- Access to available existing plans, parcel information, and studies for projects sites to be included in the bond

- Permission to research project with OSPI and other agencies with historical project data, ICOS
- Utilities provider information: water, sewer, garbage, natural gas, electricity
- For new property, site survey, available information, assumed older than 2 years, CAD format
- For existing properties, access to available district historic documentation such as CAD or surveys
- 2021 Facilities Survey, Capital Facilities Plan

ASSUMPTIONS

- Upon successful Bond pursuit, project work may be awarded to the Consultant to complete design through construction project closeout activities.
- Work completed as part of Task 1 may be incorporated into the final project design and referenced as pre-design studies.
- Any permit fees incurred during the course of this work will be paid to the Authority Having Jurisdiction (AHJ) directly by the District.
- OSPI funding will not be provided for district projects and projects will not follow OSPI requirements
- Printing and subscription fees related to project media and advertisement will be reimbursed by the District.
- The following reports, investigations and studies will be completed by others:
 - Geotechnical Report, Traffic Study, SEPA Checklist, Cultural Resources, Critical Areas Study, Tree Modification Report, Arborist Report, Survey, Roadway Cross Section
 - BLRB will providing supporting documentation listed within the scope below to support the development of reports listed above.
- District will provide the 2021 Facilities Survey for use determining potential projects to be included within the Capital Planning effort
- Bonding capacity determination will be by the District

TASK 1 – ELEMENTARY SCHOOL MASTER PLAN & 30% DESIGN

- Project Management and regular Owner Coordination
 - Attend regular meetings with the District
 - Facilitate regular coordination meetings with project team
 - Maintain the overall project schedule, provide regular progress reports, and monthly invoicing
 - Attend School Board Meetings, (2) anticipated to report project progress
- Prepare Elementary School Master Plan
 - Meet with City of Dupont to identify planning constraints
 - Conduct site visit for observation of existing conditions
 - Coordinate with developer of adjacent properties to identify site access and to architecturally support reports being created by others
 - Identify site constraints and limitations
 - Develop a master plan with building footprint, proposed site access, open space, playground area, covered play structures, playfields, parking, drop-offs, setbacks & easements, sidewalks, and walking/biking routes
- Review District's Draft Education Specifications
 - Workshop with key staff within the district to further develop specification
 - Tailor document to meet District needs
 - Submit final draft for District review and incorporation
 - Present final draft for District understanding
- Site Investigations and Studies

- Photometric Analysis of existing lighting conditions by Electrical Engineer
- 30% Design
 - Architectural: Floor Plans, Colored Elevations, Wall Types, Building Section
 - Preliminary programming needed to develop building layout and square footage, meet with the District to identify the following special needs at a pre-design programming level of detail, including but not limited to: special programs, classroom including standard sizing, anticipated student capacity, anticipated teacher population, gymnasium(s), platform & performance areas, Library volume storage & workrooms, community spaces, storage spaces, administrative areas with offices/workrooms, staff break areas, meeting rooms, Maker Space/STEM/STEAM rooms, mechanical space considerations, Food Service Kitchen, multi-purpose & cafeteria needs, music room, open space, and multi-use adaptable spaces.
 - 3D colored exterior renderings conveying character, materiality, and scale of building
 - Preliminary code and zoning study
 - Site Plan: developed by Civil Engineer and Architect, spot elevations for major project components, property boundaries, easements, parking spaces, fire lanes, bus drop-off, parent drop-off, playground(s), covered play areas, playfield, and stormwater concept design
 - Landscape plan, colored indicating proposed site elements and features, buffers, & trees (Note: Site plan may be used if enough detail is included)
 - HVAC, Plumbing, Structural, Civil, and Electrical review with written assumptions for cost estimating only
- Cost Estimate
 - Develop a Rough Order of Magnitude (ROM) cost estimate using 30% design documentation and project assumptions, the estimate will be projected into the anticipated construction years of the project
- Deliverables:
 - Elementary School Master Plan
 - 30% Design Documents
 - Cost Estimate
 - 3D Renderings of exterior in digital format
- NOT included in task: Structural engineering design, HVAC engineering design, plumbing design, security design, low-voltage design, historical studies, water quality report, traffic report, significant tree/arborist report, roadway design, property line adjustment language, energy analysis, sustainability applications, or community meetings.

TASK 2 – BOND and CAPITAL PLANNING

- Project Management and regular Owner Coordination
 - Attend regular meetings with the District
 - Facilitate regular coordination meetings with project Team
 - Maintain the overall project schedule, provide regular progress reports, and monthly invoicing
 - Attend School Board Meetings, (2) anticipated to report project progress
- Stakeholder Engagement and Facilitation
 - Attend in a presentation capacity (1) to (2) stakeholder meetings
 - Meetings will be facilitated by the District

- Master Plan of High School Site & new facilities planning including:
 - Performing Arts Center (PAC)
 - JROTC Facility
 - Stadium Improvements
 - Tour similar facilities and research recent construction cost data
 - Provide conceptual site plan alternates for consideration by the District
- Review existing facilities documentation at the High School and review available District provided reports and data to identify each school. Develop a matrix identifying each school's potential improvement needs.
- Cost Estimate
 - Develop a Rough Order of Magnitude (ROM) cost for implementation of High School Master Plan and improvements
 - Develop ROM costs of district wide facility improvements
- Scheduling
 - Develop prioritized schedule of improvements as part of a bond spending plan
- Deliverables:
 - High School Conceptual Site Plan indicating proposed new structures, additions, parking, and playfields
 - Performing Arts Center (PAC)
 - JROTC Facility
 - Stadium Improvements
 - Matrix of buildings in need enhancements with estimated ROM Cost of each project
 - Cost Estimate, Rough Order of Magnitude matrix with anticipated capital costs for projects identified
 - Bond spending, Schedule of Capital Projects
- NOT included in task: Education Specifications, Structural engineering, HVAC engineering, Civil engineering, Electrical engineering, plumbing design, security design, low-voltage design, historical studies, water quality report, traffic report, significant tree/arborist report, roadway design, property line adjustment language, energy analysis, sustainability applications, or community meetings.

TASK 3 – BOND PROMOTION AND ENGAGEMENT

The following services will be provided without a fee to the District as part of Bond promotion and engagement efforts.

- Digital media support imagery and written support for District media outlets including: Facebook, Twitter, Linked-in, and Newspaper Articles
- Facilitate (2) public meetings
- Brochures and mailer design
- Presentation boards for public information
- Digital media
- NOT included in task: printing & delivery costs, these will be reimbursable expenses
- Deliverables:
 - Flyer and mailer design

- Graphics supporting the bond advertisement for District use on social media and with news outlets
- Written project descriptions for news and media
- Attendance at Community events to support Bond advertisement information
- Public meeting facilitation notes & marketing graphics

TASK 4 – ADDITIONAL SERVICES

The following Consultant Services are not included within the Basic contract. If requested by the District, a scope and fee will be provided by BLRB for District approval and incorporation into the Contract. BLRB will manage the work and coordinate with our team of Consultants for the following additional services:

- Building Envelope Assessments and Studies, investigative
- Seismic Improvements and Upgrade Design
- Historical Studies
- Food Service Kitchen Design & Specification
- Sports Field Design & Drainage
- Exterior Lighting existing conditions evaluations and recommendations
- Roadway Improvements
- Hazardous Materials Testing and Remediation Reports
- Acoustical Studies
- Traffic Impact Reports and Studies
- Hardware Upgrades
- Low-Voltage/Data/Wireless Design
- Security Assessment and Recommendations
- Sports field design & layout
- FF&E Furnishings layout, product selection, procurement
- Interior Design
- Landscape Architecture
- Stormwater Design and Flow Tests
- Renovations and Remodels
- As-Built Documentation
- Programming, design, cost estimating for facilities not listed within this Scope of Work
- Educational Facility Specifications
- Phasing studies

REIMBURSABLE EXPENSES

The following are project reimbursable expenses, to be billed actual plus BLRB processing fee

- Mileage to/from BLRB Tacoma office at current Federal rate
- Printing, including large format production
- Direct advertisement costs incurred at the request of the District
- Any permit or processing fees for Jurisdiction submittals performed at the request of the district

SCHEDULE

2022 January-May:	Elementary School Master Plan & 30% Design
2022 June-September:	Bond Planning
2022 September-February:	Bond Promotion and Engagement
2023 February:	Bond Vote

COMPENSATION

The Architect will be compensated according to the fee schedule below. BLRB's 2022 hourly rates are attached for items indicated as hourly and for any hourly services. Reimbursable expenses and subcontracted services will be billed at cost plus 10% service fee.

ARCHITECT'S BASIC SERVICES – BILLED AT % COMPLETE

Task 1	Fee
TASK 1 – Elem MSTRPLN & 30% Design	
BLRB Architects	\$ 41,250
Consultants	\$ 39,050
Subtotal	\$ 80,300

ARCHITECT'S BASIC SERVICES – BILLED AT HOURLY, NOT TO EXCEED (HR/NTE)

Task 2 – Bond and Capital Planning	Fee
BLRB Architects	\$ 35,840
Consultants	\$ 10,450
Subtotal	\$ 46,290

Task 3 – Bond Promotion and Engagement	Fee
BLRB Architects	\$ 16,900
<i>Credit to District</i>	<i>(\$16,900)</i>
Subtotal	\$ 0

REIMBURSABLE EXPENSES
Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Architect's Services, and expenses incurred by the Architect directly related to the project (plotting, printing, travel, etc.). Reimbursable expenses will be billed at direct cost plus 10% service charge.

	Fee
	\$ 6,600
TOTAL FEE – ARCHITECTURAL & CONSULTANTS	\$ 133,190

FOOTNOTES

- 1
- 2
- 3

	A	B	C	D	E	F	G	H	I
1	Steilacoom Historic School District No. 1								Fee Estimate Backup
2	Project Scope & Estimated Hours v1		Master Plan and Capital Planning Services						
3	2/2/2022								
4									
6	Task		Estimated Time			Hourly Rate		Estimated Cost	Notes
7	1 ELEMENTARY SCHOOL MASTERR PLAN & 30% DESIGN								
8	Principal	24	hours	x	\$	215.00	=	\$	5,160.00
9	Associate Principal	42	hours	x	\$	190.00	=	\$	7,980.00
10	Senior Associate	46	hours	x	\$	185.00	=	\$	8,510.00
11	Architect	40	hours	x	\$	165.00	=	\$	6,600.00
12	Job Captain	80	hours	x	\$	150.00	=	\$	12,000.00
13	Project Administrator	10	hours	x	\$	100.00	=	\$	1,000.00
14	Marketing Coordinator	0	hours	x	\$	125.00	=	\$	-
15						BLRB Subtotal		\$	41,250.00
16	Consultants	FEE				Service Charge			
17	Structural Engineer	\$ 5,500.00	NTE	x		10%	=	\$	6,050.00
18	Mechanical Engineer	\$ 5,000.00	NTE	x		10%	=	\$	5,500.00
19	Electrical Engineer	\$ 5,000.00	NTE	x		10%	=	\$	5,500.00
20	Civil Engineer	\$ 10,000.00	NTE	x		10%	=	\$	11,000.00
21	Cost Estimating	\$ 10,000.00	NTE	x		10%	=	\$	11,000.00
22			NTE	x		10%	=	\$	-
23			NTE	x		10%	=	\$	-
24			Consultant Subtotal					\$	39,050.00
25	ELEMENTARY SCHOOL MASTERR PLAN & 30% DESIGN						Task Subtotal		\$ 80,300.00
26	Contingency						0%		\$ -
27	ELEMENTARY SCHOOL MASTERR PLAN & 30% DESIGN						Task Total		\$ 80,300.00
28	2 BOND AND CAPITAL PLANNING								
29	Principal	24	hours	x	\$	215.00	=	\$	5,160.00
30	Associate Principal	48	hours	x	\$	190.00	=	\$	9,120.00
31	Senior Associate	40	hours	x	\$	185.00	=	\$	7,400.00
32	Architect	24	hours	x	\$	165.00	=	\$	3,960.00
33	Job Captain	60	hours	x	\$	150.00	=	\$	9,000.00
34	Project Administrator	12	hours	x	\$	100.00	=	\$	1,200.00
35	Marketing Coordinator	0	hours	x	\$	125.00	=	\$	-
36						BLRB Subtotal		\$	35,840.00
37	Consultants	FEE				Service Charge			
38	Cost Estimating	\$ 9,500.00	NTE	x		10%	=	\$	10,450.00
39			NTE	x		10%	=	\$	-
40			NTE	x		10%	=	\$	-
41			NTE	x		10%	=	\$	-
42			NTE	x		10%	=	\$	-
43			NTE	x		10%	=	\$	-
44			NTE	x		10%	=	\$	-
45			Consultant Subtotal					\$	10,450.00
46	BOND AND CAPITAL PLANNING						Task Subtotal		\$ 46,290.00
47	Contingency						0%		\$ -
48	BOND AND CAPITAL PLANNING						Task Total		\$ 46,290.00
49	3 BOND PROMOTION AND ENGAGEMENT								
50	Principal	8	hours	x	\$	215.00	=	\$	1,720.00
51	Associate Principal	12	hours	x	\$	190.00	=	\$	2,280.00
52	Senior Associate	12	hours	x	\$	185.00	=	\$	2,220.00
53	Architect	16	hours	x	\$	165.00	=	\$	2,640.00
54	Job Captain	20	hours	x	\$	150.00	=	\$	3,000.00
55	Project Administrator	2	hours	x	\$	100.00	=	\$	200.00
56	Marketing Coordinator	24	hours	x	\$	125.00	=	\$	3,000.00
57	Graphic Designer	16	hours	x	\$	115.00	=	\$	1,840.00
58									
59	Consultants	FEE				Service Charge			
60		\$ -	NTE	x		10%	=	\$	-
61		\$ -	NTE	x		10%	=	\$	-
62		\$ -	NTE	x		10%	=	\$	-
63		\$ -	NTE	x		10%	=	\$	-
64		\$ -	NTE	x		10%	=	\$	-
65		\$ -	NTE	x		10%	=	\$	-
66	BOND PROMOTION AND ENGAGEMENT		hours	Task Subtotal				\$	16,900.00

	A	B			C	D	E	F	G	H		I	
6		Task			Estimated Time			Hourly Rate		Estimated Cost	Notes		
67		Contingency			0%					\$ -			
68		BOND PROMOTION AND ENGAGEMENT						Task Total		\$ 16,900.00			
69								Total Tasks:		\$ 143,490.00			
70		REIMBURSABLE EXPENSES											
71		Expenses for mileage, lodging, meals, printing			\$ 6,000.00	COST	x	10%	=	\$ 6,600.00			
72					\$ -	COST	x	10%	=	\$ -			
73					\$ -	COST	x	10%	=	\$ -			
74		REIMBURSABLE EXPENSES			hours	Task Subtotal				\$ 6,600.00			
75		Contingency			0%					\$ -			
76		REIMBURSABLE EXPENSES						Task Total		\$ 6,600.00			
77								Budget Subtotal		\$ 6,600.00			
78		Project Credits								Credit Amount			
79	3	BOND PROMOTION AND ENGAGEMENT								\$ (16,900.00)			
80													
81													
82													
83								Total Budget:		\$ 133,190.00			

POLICY EXAMPLE – 1000 Series
Policy 1810 – Annual Goals and Objectives

KEY POLICY INTERESTS:

- The board must create district goals and objectives annually.
- Board goals should generally be focused on the areas identified in policy 1005 as key functions of the board – areas identified in research as impacting student achievement and well-being:
 - Responsible Governance
 - Creating Conditions for Student and Staff Success
 - High Expectations for Student Learning
 - Accountability for Student Learning
 - Community Engagement
- These focus of these goals are for the board’s work and are not generally the goals for staff or for the superintendent – they are the goals and objectives of the board, and the board is required to conduct a self-assessment and engage in board development activities as needed.

Board Role	Superintendent Role
Establish goals and objectives for its own governance activities each year. The policy does not indicate that goals and objectives must change annually.	Recommend goals and objectives for consideration by the board.
Consider goals and objectives in the key functions of the board.	Implement activities and actions in the district that are consistent with the board’s established goals and objectives for governance.
Conduct an annual self-assessment, including reflection on the degree to which the board met its own goals and objectives.	Provide data necessary for the board to evaluate their effectiveness in reaching goals and objectives.
Engage in board development activities as determined by the board (individually or collectively).	

Key Legal Requirements:

- There are no legal requirements regarding the board adopting governance goals and objectives. There are several ancillary legal requirements associated with mandatory board development activities.

Series 1000 Board of Directors (public)

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ANNUAL GOVERNANCE GOALS AND OBJECTIVES

Each year the board will formulate goals and objectives. The goals and objectives may include but are not limited to the board functions of:

- A. Responsible school district governance;
- B. Communication of and commitment to high expectations for student learning;
- C. Creating conditions district-wide for student and staff success;
- D. Holding the district accountable for student learning; and
- E. Engagement of the community in education.

At the conclusion of the year the board will reflect on the degree to which it has met its goals and objectives by conducting a board self-assessment and engaging in board development activities where needed.

Cross References: [Board Policy 1005](#) [Key Functions of the Board](#)
 [Board Policy 1820](#) [Evaluation of the Board](#)
 [Board Policy 1822](#) [Training and Development](#)

Management Resources: 2012 – February Issue

Adoption Date: 2.27.08
Steilacoom Historical School District No. 1
Revised: 8.28.08; 4.27.16
Reviewed: 4.30.11; 9.1.19

POLICY EXAMPLE – 5000 Series
Policy 5000 – Recruitment and Selection of Staff
Policy 5010 – Non-Discrimination Affirmative Action
Policy 5020 – Collective Bargaining

KEY POLICY INTERESTS:

- Decisions about hiring, assigning, or transferring staff are based on maximizing the effectiveness of that staff member within the district’s program.
- Positions are created within budget parameters and legal requirements.
- Provide equal employment opportunity and treatment for all applicants and staff, without discrimination – and will undertake affirmative action to increase the ratio of under-represented positions.
- Engage in good-faith bargaining with bargaining units and abide by collective bargaining agreements.

Board Role	Superintendent Role
The board shall have the final authority to approve individuals recommended for hire by the Superintendent	Recruiting and hiring of staff shall be under the direction of the superintendent.
Staff positions are established by the board to provide the district’s comprehensive program of education	Establish the necessary skills, competencies, qualifications, education, experience, and past performance levels for each position
Establish the budget parameters for hiring staff	Fill positions considering salary issues, budget parameters, and legal requirements
Establish minimum requirements through policy that parents are included in the principal selection process.	Develop a procedure for determining screening committee membership and the process for selection of principal candidates in accordance with policy requirements
Communicate regularly about the district’s commitment to hiring those people best prepared and able to improve student achievement	Communicate regularly about the district’s commitment to hiring those people best prepared and able to improve student achievement
Receive and review the annual affirmative action plan provided by the Superintendent	Develop an affirmative action plan and report progress annually to the board.
Designate a staff member to serve as the district’s compliance officer regarding nondiscrimination	Recommend a staff person to serve as the district’s compliance officer regarding nondiscrimination
Designate a chief negotiator to represent the district in collective bargaining	Recommend a chief negotiator to represent the district in collective bargaining
Establish parameters for collective bargaining negotiations	Recommend parameters for collective bargaining negotiations

POLICY EXAMPLE – 5000 Series
Policy 5000 – Recruitment and Selection of Staff
Policy 5010 – Non-Discrimination Affirmative Action
Policy 5020 – Collective Bargaining

Key Legal Requirements:

- **RCW 28A.400.300**
 - School boards shall employ staff for not more than one year (excluding the superintendent who may have a contract not to exceed three years per RCW 28A.400.010)
- **RCW 49.60.180**
 - It is an unfair practice for any employer to refuse to hire, discharge or bar, to discriminate in compensation or working conditions against, any person because of age, sex, marital status, sexual orientation, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification:
- **RCW 41.59.910**
 - Where there is a conflict between any collective bargaining agreement and any policy of the employer, the terms of the collective bargaining agreement prevail for the covered group of employees.
 - Collective bargaining agreements cannot conflict with state and federal law, but most law changes cannot adversely affect previously adopted collective bargaining agreements until the agreement is reopened/renegotiated.
- **RCW 41.59.105**
 - All collective bargaining agreements must be consistent with RCW 28A.400.280 and RCW 28A.400.350 with respect to benefits.
- **RCW 41.59 and 41.56**
 - All collective bargaining agreements and practices regarding collective bargaining must comply with collective bargaining statutes and PERC rules for the respective certificated and classified represented employee groups.

Series 5000 Personnel (public)

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RECRUITMENT AND SELECTION OF STAFF

VISION

Staff are recruited and selected to assure that students grow and meet their full potential in district programs. Staff are highly effective, and have the necessary skills and experience to meet the learning needs of all students. The district works with teacher preparation programs, communicating the teaching skills, competencies, and experiences it considers of primary importance in its staff, and providing field experiences designed to train teachers to be able to improve student learning. Decisions about hiring, assigning, or transferring staff are based on maximizing the effectiveness of that staff member within the district's programs.

STRUCTURE

Staff positions are established by the board to provide the district's comprehensive program of education. New positions are established by the board as needed. The superintendent or designee establishes the necessary skills, competencies, qualifications, education, experience, and past performance levels for each position, as it relates to the district's comprehensive program of education, and the goal of continued improvement in student learning.

The superintendent shall develop a procedure for determining screening committee membership and the process for selection of principal candidates. The screening committee(s) for principals (excluding interim positions) shall have a minimum of one building staff, one district office staff, and one community member. The process shall include a community session in which finalist(s) will meet with staff, students and the public. Selection of staff is based on which candidate is the most qualified for the position, and is made pursuant to the district's standard screening, interview, and reference check process, and equity requirements. Recruiting and hiring of staff shall be under the direction of the superintendent. The board shall have the final authority to approve individuals recommended for hire by the Superintendent.

ACCOUNTABILITY

Positions are created within budget parameters, and legal requirements. Part of the district's strategic and short-term planning processes analyze current and projected staffing requirements. The filling of individual positions is done with consideration to salary issues, budget parameters, and legal requirements. The superintendent regularly evaluates the effectiveness of the district's staff recruitment and selection processes, and reports the findings and recommendations from the evaluation to the board.

ADVOCACY

The board and district regularly communicate to staff, professional associations, employee bargaining units, teacher and professional preparation programs in higher education, students, parents, and the larger community the district's commitment to hiring those people best prepared and able to improve student achievement.

Cross References: [Board Policy 5005](#)

[Board Policy 5610](#)

Employment: Disclosures, Certification
Requirements, Assurances and
Approval
Substitute Employment

Legal References:	RCW 28A.400.300	Hiring and discharging employees — Leaves for employees — Seniority and leave benefits, retention upon transfers between schools
	RCW 28A.405.210	Conditions and contracts of employment — Determination of probable cause for non-renewal of contracts — Notice — Opportunity for hearing
	43.43.830	Background checks — Access to children or vulnerable persons
	43.43.832	Background checks — Disclosure of child abuse
	WAC 162-12	Preemployment Inquiry Guide (Human Rights Commission)
	AGO 62155.00 - No. 155	1961-62 Expenses of Applicants
	P.L. 99-603	(IRCA) Immigration Reform and Control Act of 1986
	Title 8 USC, Ch. 12 §1324a and §1324b	

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NONDISCRIMINATION AND AFFIRMATIVE ACTION

Nondiscrimination

The district will provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion and training. Such equal employment opportunity will be provided without discrimination with respect to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

The board will designate a staff member to serve as the compliance officer.

Affirmative Action

The district, as a recipient of public funds, is committed to undertake affirmative action which will make effective equal employment opportunities for staff and applicants for employment. Such affirmative action will include a review of programs, the setting of goals and the implementation of corrective employment procedures to increase the ratio of aged, persons with disabilities, ethnic minorities, women, and Vietnam veterans who are under-represented in the job classifications in relationship to the availability of such persons having requisite qualifications. Affirmative action plans may not include hiring or employment preferences based on gender or race, including color, ethnicity or national origin. Such affirmative action will also include recruitment, selection, training, education and other programs.

The superintendent will develop an affirmative action plan which specifies the personnel procedures to be followed by the staff of the district and will ensure that no such procedures discriminate against any individual. Reasonable steps will be taken to promote employment opportunities of those classes that are recognized as protected groups — aged, persons with disabilities, ethnic minorities and women and Vietnam veterans, although under state law, racial minorities, and women may not be treated preferentially in public employment.

This policy, as well as the affirmative action plan, regulations and procedures developed according to it, will be disseminated widely to staff in all classifications and to all interested patrons and organizations. Progress toward the goals established under this policy will be reported annually to the board.

Employment of Persons with Disabilities

In order to fulfill its commitment of nondiscrimination to those with disabilities, the following conditions will prevail:

1. No qualified person with disabilities will, solely by reason of a disability, be subjected to discrimination and the district will not limit, segregate or classify any applicants for employment or any staff member in any way that adversely affects his/her opportunities or status because of a disability. This prohibition applies to all aspects of employment from recruitment to promotions, and includes fringe benefits and other elements of

compensation.

2. The district will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified disabled applicant or staff member unless it is clear that an accommodation would impose an undue hardship on the operation of the district program. Such reasonable accommodations may include:
 1. Making facilities used by staff readily accessible and usable by persons with disabilities; and
 2. Job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, the provision of readers or interpreters and other similar actions.

In determining whether or not accommodation would impose an undue hardship on the district, factors to be considered include the nature and cost of the accommodation.

- C. The District will not use any employment tests or criteria that screen out persons with disabilities unless the test or criteria is clearly and specifically job-related. Also, the District will not use such tests or criteria if alternative tests or criteria (that do not screen out persons with disabilities) are available.
- D. While the district may not make pre-employment inquiry as to whether an applicant has a disability or as to the nature and severity of any such disability, it may inquire into an applicant's ability to perform job-related functions.
- E. Any staff member who believes that there has been a violation of this policy or the law prohibiting discrimination because of a disability may initiate a grievance through the procedures for staff complaints.

Nondiscrimination for Military Service

The district will not discriminate against any person who is a member of, applies to be a member or performs, has performed, applies to perform or has an obligation to perform service in a uniformed service, on the basis of that participation in a uniformed service. This includes initial employment, retention in employment, promotion or any benefit of employment. The district will also not discriminate against any person who has participated in the enforcement of these rights under state or federal law.

Cross References: [2030](#) - Service Animals in Schools
 [5270](#) - Resolution of Staff Complaints
 [5407](#) - Military Leave

Legal References:

[RCW 28A.400.310](#) Law against discrimination applicable to districts' employment practices
[RCW 28A.640.020](#) Regulations, guidelines to eliminate discrimination — Scope — Sexual harassment policies
[RCW 28A.642](#) Discrimination prohibition
[RCW 49.60](#) Discrimination — Human rights commission
[RCW 49.60.030](#) Freedom from discrimination — Declaration of civil rights

[RCW 49.60.180](#) Unfair practices of employers
[RCW 49.60.400](#) Discrimination, preferential treatment prohibited
[RCW 73.16](#) Employment and Reemployment
[WAC 392-190](#) Equal Education Opportunity – Unlawful Discrimination Prohibited
[WAC 392-190-0592](#) Public school employment — Affirmative action program
[42 USC 2000e1](#) – 2000e10 Title VII of the Civil Rights Act of 1964
[20 USC 1681](#) - 1688 Title IX Educational Amendments of 1972
[42 USC 12101](#) – 12213 Americans with Disabilities Act
[8 USC 1324](#) (IRCA) Immigration Reform and Control Act of 1986
[38 USC 4301-4333](#) Uniformed Services Employment and Reemployment Rights Act
[29 USC 794](#) Vocational Rehabilitation Act of 1973
[34 CFR 104](#) Nondiscrimination on the basis of handicap in Programs or activities receiving federal financial assistance
[38 USC 4212](#) Vietnam Era Veterans Readjustment Act of 1974 (VEVRAA)

Management Resources: 2018 May Issue

2017 - April Issue

2014 - December Issue

2013 - June Issue

2011 - June Issue

2011 - February Issue

Policy News, August 2007 Washington's Law Against Discrimination

Policy News, June 2001 State Updates Military Leave Rig

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Steilacoom Historical School District No. 1

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COLLECTIVE BARGAINING

The board encourages and promotes a good and fair working relationship among the staff. The board recognizes the right of staff to join labor organizations of their own choosing and to be represented by such organizations in the negotiations of such matters and according to such procedures as may be required by law or agreement of the parties. The board shall engage in collective bargaining with the properly designated bargaining units and shall abide by collective bargaining agreements reached with such properly designated bargaining units.

The chief negotiator representing the district shall be appointed by the board. The chief negotiator shall advise and inform the board regarding negotiations' progress and shall negotiate within parameters established by the board. Any agreements reached by the chief negotiator shall not be binding upon the board until formally approved by the board.

Cross Reference: [Board Policy 5021](#)

Applicability of Personnel Policies

Legal References: [RCW 41.56.060](#)

[RCW 41.59.070](#)

Determination of bargaining unit —

Bargaining representative

Election to ascertain exclusive

bargaining representative, when —

Run off election — Decertification
election

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