



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: 01-20-2016 Meeting Type: Special Regular

Item Title: Discussion and possible action to contract with Wiss, Janney, Elstner Associates, Inc. (WJE) to design, assist with the bidding, and act as the construction manager for the Five Palms Elementary roof replacement project in the amount of \$62,545.00 utilizing RFQ 15-3 for Engineering Services

Purpose: Discussion/ Possible Action Recognition Report Only

Requested By: Mrs. Jenny Arredondo, Executive Director of Business Operations

Presenter(s): Mr. Andy A. Rocha, Director of Maintenance and Transportation

Description of item to include your specific request:

The Maintenance Department is requesting approval to contract with WJE utilizing RFQ 15-3 (Building Envelop Services) for the Five Palms Elementary roof replacement project. The proposed amount is \$62,545.00 and will include the initial investigation of the roof, design phase, assistance with bidding and negotiations, contract administration to include project management. Funding is available using capital improvement funds. The Five Palms Elementary roof was identified as needing major repairs in the Hollon and Cannon 2013 roof assessment.

Supporting Documentation Enclosed

Please select the appropriate District Goal(s):

Goal 6 We will promote and ensure a safe and secure learning environment for all students.

Department Initiatives/Other:

Not applicable

Funding source-program and/or Budget Code:

CFO Approval

199-81-6629-XX-XXX-699-000

ROUTE APPROVAL

SIGNATURE

DATE

Principal/Director:

[Signature]

1/8/16

Executive Director:

[Signature]

1/8/16

Chief Administrator:

[Signature]

1/3/16

Superintendent:

[Signature]

1-15-2016



Wiss, Janney, Elstner Associates, Inc.
9511 North Lake Creek Parkway
Austin, Texas 78717
512.257.4800 tel | 512.219.9883 fax
Texas Registered Engineering Firm F-0093
www.wje.com

Via E-mail: arocha@southsanisd.net

November 2, 2015

Mr. Andy Rocha
Director of Facilities and Transportation
South San Antonio Independent School District
5622 Ray Ellison
San Antonio, Texas 78242

Re: Five Palms Elementary School - Roof Replacement and Roof Related Work
WJE No. 2015.5520

Dear Mr. Rocha:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide our proposal to the South San Antonio Independent School District (SSAISD) for professional roof consulting services for the Roof Replacement and Roof Related Work at Five Palms Elementary School.

Background

Mr. Erik Murray, AIA, and Mr. Paul Hise, Architect, representing WJE, met with you and Jenny Arredondo, representing SSAISD, on October 16, 2015 and received roof assessment information for Five Palms Elementary School. The assessment information was prepared by Hollon+Cannon Group and titled "Roof Assessment Update for Five Palms Elementary School" ("Roof Assessment Update"). Although the information is not dated, it references a visual survey of the site conducted on September 5, 2013. Some of the information in the roof assessment (deck type, insulation type, and thickness, etc.) are "Unknown."

The existing roof does not appear to have any slope. The roof replacement project will provide slope-to-drain using tapered isocyanurate insulation, which will reduce the heat transfer through the roof, in addition to reducing ponding water on the roof. Providing slope-to-drain with tapered insulation will be complicated due to the roof's irregular shape, limited roof drains, and the absence of parapet walls. Drains may need to be moved or added. The additional insulation thickness will necessitate raising roof top equipment.

It appears SSAISD does not have construction drawings of the Five Palms school building. The lack of construction drawings will require additional investigation effort to collect the information required to prepare construction documents, such as the building dimensions, construction details, deck type, insulation type and thickness, and drain pipe routing.

WJE's proposal is based on the "Roof Assessment Update" and the issues discussed with you and Ms. Arredondo.

Headquarters & Laboratories—Northbrook, Illinois

Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit | Honolulu | Houston | Los Angeles
Minneapolis | New Haven | New York | Princeton | San Francisco | Seattle | South Florida | Washington, DC

Scope of Services

WJE proposes to provide the following services:

Initial Investigation Phase

The first four tasks below are required since dimensioned construction drawings of the school are not available:

1. Collect data in the field to prepare measured drawings of the affected roof sections.
2. Take core samples to determine the construction of the current roofing system.
3. Seek to determine the construction details at the roof edges and penetrations.
4. Seek to determine the routing of the existing roof drain piping.
5. Conduct field investigations to verify and confirm the preliminary scope of work derived from the Roof Assessment Update and recommend modifications to scope, if any.
6. Provide a preliminary Opinion of Probable Cost to establish a project budget.
7. Identify proposed investigation, design, and bidding tasks; estimate task durations; determine sequence of tasks; and prepare a tentative project milestone schedule.

Design Phase and Bid Documents

1. Perform a Phase 2 Design Survey to verify crucial horizontal and vertical dimensions, configuration of details, presence and locations of expansion joints, impediments to roof drainage piping, if applicable, roof and construction materials, and substrate condition in the affected areas.
2. Engage mechanical engineers and/or MEP contractors, where required, to coordinate required MEP work with the roofing work.
3. Attend one Design Review Meeting and one Construction Document Review Meeting with the Owner.
4. Prepare CAD plans and details.
5. Write the technical specifications for roofing and roof related work.
6. Prepare a Project Manual including technical specifications and Owner-provided front end documents.
7. Provide finished Bid Documents consisting of plans and specifications for the roofing package sealed by a Registered Architect or Professional Engineer.
8. Collaborate with the Owner in meeting the milestone schedule and developing an acceptable construction schedule.

Bidding and Negotiation Phase

1. Assist the Owner in preparation of the advertisement for bids.
2. Conduct the pre-bid conference with the prospective bidders and the Owner representatives.
3. Prepare and issue addenda, if needed.
4. Collaborate with the Owner in evaluation of Competitive Sealed Proposals.

5. Make recommendation to the Owner for awarding of the Contract for Construction to a qualified roofing contractor.

Construction Administration Services

1. Upon award of the construction contracts, write and issue the Contract for Construction to the contractor.
2. Notify the roofing contractor of submittal requirements.
3. Review and return submittals to the contractor with notations involving conflicts between trades, if any.
4. Collaborate with the Owner and roofing contractor in setting and participating in the pre-roofing conference with all relevant trades.
5. Write detailed minutes of the pre-roofing conference.
6. Participate in jobsite meetings, as required, during the course of construction.
7. Review and certify contractor Applications for Payment and send to the Owner for payment.
8. Conduct regular site observation visits; prepare and distribute Site Visit Reports, with a written punch list and photographs, to appropriate parties.
9. Participate in the resolution of disputes or quality assurance matters relating to the roof.
10. Conduct a pre-final (informal), final (formal), and one follow-up punch list field observation trip.
11. Assist the Owner in closing out the project by reviewing roofing warranties for format and content; transmit the final closeout package to the Owner upon satisfactory completion.

Additional Provisions

1. WJE's proposed fees are based on a one design cycle for the project. If redesign services are required through no fault of WJE's, such additional work shall be charged at our standard hourly rates.
2. WJE's proposed fees are based on replacing the affected roofs. If costs for engineering services (civil, structural, mechanical, electrical, plumbing, etc.) required for upgrades or improvements beyond replacing the roof require *materially* greater time, the Owner agrees to negotiate a mutually acceptable fee for such additional work.
3. Field observation is not full time. WJE expects to conduct site observation about 15% of the actual roofing work days. If construction delays, contractor performance, or quality assurance require *materially* greater time, WJE shall be paid for the additional services time at its standard hourly rates by the Owner and the Owner reimbursed by the Contractor.
4. WJE's proposed fees are based on the contractor completing the work on schedule with time extensions recommended and approved by WJE. When WJE's services for field observation or quality assurance, including extra site visits to verify completion of the punch list, extend past the contractual date of completion, WJE shall be paid for such additional time at its standard hourly rates by the Owner and the Owner reimbursed by the Contractor.
5. WJE's fee proposal is based on the reroofing project being handled as a single, separate, stand-alone project where WJE is the prime Architect/Engineer, and the roofing contractor is the prime contractor.

Proposed Fee

WJE proposes to perform Assessment, Bid Documents, Bidding, and Contract Administration for a fixed fee of \$62,545 as indicated below:

Table 1. WJE Fee Proposal Budget

Phase	Description	Fee	Subtotal
1	Initial Investigation Phase	\$6,639	
Subtotal			\$6,639
2	Design Phase	\$23,870	
3	Bidding and Negotiation	\$6,462	
4	Contract Administration	\$25,574	
Subtotal			\$55,906
Total			\$62,545

Fee Assumptions

The roof sections selected for replacement (A1, A3, and B1) are taken from the CIP Recommendations for 2014 through 2019 (excluding portables) in the “Roof Assessment Update for Five Palms Elementary School”. Our proposal for roof consulting services is based on the square footage indicated in the “Roof Assessment Update”. If, when conducting our confirmatory field investigations, WJE discovers that the conditions vary substantially from those indicated in the “Roof Assessment Update”, our recommendations, opinions, and proposal provided to SSAISD may require revisions.

Services provided by WJE are in accordance with the attached *Terms and Conditions for Professional Services*, dated October 1, 2009.

In the event circumstances arise that require additional services beyond those described above, they will be provided on a time-and-expense basis at WJE’s Standard Hourly Rates for Professional Services below. We will not perform additional services without receiving your prior approval:

Schedule of Hourly Time Charges

Professional Staff		Professional Support Staff	
Senior Principal	\$315.00	Senior Specialist	\$140.00
Principal	265.00	Specialist	120.00
Associate Principal	215.00		
Senior Associate	190.00	Senior Technician	\$105.00
Associate III	170.00	Technician II	90.00
Associate II	145.00	Technician I	75.00
Associate I	120.00		

Closing

If our proposal is acceptable to you, you may indicate your approval by signing in the space below and returning one copy to our office. We will transmit a certificate of insurance directly from our insurance carrier, separately. Thank you for inviting this proposal. We look forward to working with you.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Paul Andrew Hise, Architect
Associate Principal

<p>Proposal for WJE No. 2015.5520 SSAISD Five Palms Elementary School Roof Replacement</p> <p><i>Acceptance:</i></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Acting for (Company Name)</p>
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Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the subject property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and out-of-pocket expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.60 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate

schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices considered past due are subject to any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due providing that WJE gives seven calendar days' notice to Client as practicable. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault

of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings, WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree.

10. Governing Law. The laws of the state where WJE performs its services shall govern.

11. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld.

12. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal, and WJE will not undertake to guarantee continued coverage beyond the individual policy term. Excess coverage is available for exposures over primary policy limits except for professional liability.

13. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of

Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

14. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

15. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Proposed Time-line for Five Palms Elementary Roof Repair

1. Wed 1/20/2016 School Board Meeting to approve roof consultant's proposal
2. Wk of 1/25/2016 Purchased Order to roof consultant
3. Wk of 2/1/2016 Field Investigation Phase
4. Wk of 2/8/2016 Prepare roof plan and typical detail backgrounds
5. Wk of 2/15/2016 Prepare tapered insulation and drainage design
6. Wk of 2/22/2016 Design Review Meeting w/SSAISD
7. 2/29/16 – 3/18/16 Prepare Bid Documents
8. Wk of 3/7/2016 Receive front end documents from SSAISD
9. 3/14/16 – 3/18/16 Spring Break
10. Wk of 3/21/2016 Construction Document Review Meeting w/SSAISD
11. Wk of 3/28/2016 1st Advertisement of Construction Documents
12. Wk of 4/4/2016 2nd Advertisement of Construction Documents
13. Tue 4/12/2016 Pre-Proposal Conference with contractors
14. Thu 4/28/2016 Competitive Sealed Proposals received and evaluated
15. Wed 5/18/2016 School Board Meeting to approve roofing contract
16. Wk of 5/23/2016 Prepare Owner/Contractor agreement
17. Wk of 5/30/2016 Contractor begins preparation of submittals
18. Wk of 6/13/2016 WJE begins review of submittals
19. Thu 6/23/2016 Pre-Construction Conference
20. Mon 6/27/2016 Notice to Proceed
21. Wed 8/31/2016 66 calendar-day construction period (if work starts 6/27/2016)
22. Mon 10/24/2016 120 calendar-day construction period (if work starts 6/27/2016)