



## Highline Public Schools Board Action Report

Supports the Strategic Plan

DATE: January 13, 2023

FROM: Dr. Ivan Duran, Superintendent

LEAD STAFF: Scott Logan, Chief Operations Officer, and Ellie Daneshnia, Executive Director of Capital Planning and Construction

For Introduction: January 18, 2023      For Action: February 1, 2023

**I. TITLE** Tyee High School Design Project - Approval of Contract Amendment No.2 and Increase of Purchase Order P201436- Integrus Architecture - Architectural and Engineering Services

Select one:     New Item     Renewed Item     Annual Item     Revised Item

### II. WHY BOARD ACTION IS NECESSARY

Board Policy No. 6225 - Approval of Contracts states all contracts with an initial value of more than \$250,000, excluding sales tax and contingencies, and changes or amendments of more than \$250,000, excluding sales tax and contingencies, must be approved by the School Board.

### III. BACKGROUND INFORMATION

The 2016 Capital Improvement Bond included funding to start the design process for a new Evergreen High School, Tyee High School, and Pacific Middle School. Through a Request for Qualifications process, architectural firms were interviewed for the design of the three schools. Integrus Architecture was selected to design the new Tyee High School.

On May 6, 2020, Highline School District and Integrus Architecture signed an agreement to start the design of a new Tyee High School. The Agreement specifies that the Architect will perform its Basic Services in two phases. "Phase 1 Basic Services" consist of all the Architect's services through the completion of 50% Schematic Design. "Phase 2 Basic Services" consist of the remainder of the Architect's Schematic Design Phase services following 50% Schematic Design, as well as the Architect's services during the Design Development Phase, the Construction Documents Phase, the Procurement Phase, and the Construction Phase.

Integrus Architecture began the design and when the plans for a new Tyee High school were at nearly 50% SD in the spring of 2020, the design review process was put on hold due to the pandemic and current economic conditions. The new school construction bond was placed on hold until November 2022.

In October 2021, District Capital Planning staff asked Integrus Architecture to restart the design process beyond 50% SD. The primary purpose of resuming the design is to facilitate an earlier start of construction which results in reduced project cost escalation.

On September 21, 2022, the board approved Integrus Architecture and Engineering Services Contract Amendment No.1 and increased Purchase Order P201436 by \$3,515,433.00 to continue with the design of Tyee High School work up to 70% of Construction Documents.

The 2022 Highline Schools Bond (Proposition 1) passed at an overwhelming 68.8 percent approval rate. Now, the staff is requesting an increase to Integrus Architecture's purchase order to complete the design and oversee the construction phase (post-bond services).

To this date with Amendment No. 1, the approved purchase order for its pre-bond services performed through the completion of 70% of construction documents is \$6,668,649. Accordingly, the architect's total remaining compensation in connection with the project for post-bond services is \$4,014,834.

Integrus Architecture's fee at the time is based on today's dollar and excludes the anticipated escalation fee, therefore, there is a subsequent request that will reflect an increase based on the contracted construction costs at the bid date. These fees were accounted for in the project budget.

The following is the history of the Purchase Order P201436 and its changes to this date

|                  |                     |             |
|------------------|---------------------|-------------|
| Date: 6/11/2020  | Original PO:        | \$1,153,216 |
| Date: 03/08/2022 | PO Increase:        | \$2,000,000 |
| Date: 09/23/2022 | PO Increase:        | \$3,515,433 |
|                  | PO Balance to Date: | \$6,668,649 |

District staff recommends the Highline School Board approve contract amendment No.2 and the increase of Purchase Order P201436 in the amount of \$4,014,834, which will bring the total "to date" Balance from \$6,668,649 to a total contract of \$10,683,483. This amendment memorializes the School District's approval for the architect to proceed with performing its services through the completion of the new Tye High School Replacement Project.

#### **IV. RECOMMENDED MOTION**

I move that the Highline School Board approve Contract Amendment No.2 and increase Purchase Order P201436 with Integrus Architecture by \$4,014,834 to continue with the post-bond services of the new Tye High School Replacement Project.

#### **V. FISCAL IMPACT/REVENUE SOURCE**

The fiscal impact of this action will be in the amount of \$4,014,834.  
The revenue source for this motion is 2016, and 2022 Capital Bond Funds.

Expenditure:  One-time  Annual

#### **VI. APPLICABLE POLICY(S)**

This action complies with the following: Board Policy No. 6225 - Approval of Contracts

#### **VII. ALTERNATIVES**

The alternative is not to approve this increase in the architect's costs and cease further development of the design and construction document process.

#### **VIII. COMMUNITY ENGAGEMENT**

Community Engagement Required:  Yes  No

#### **IX. ATTACHMENTS**

1. Highline -- Integrus -- Amendment No. 2 to Architectural Services Agreement -- 01.06.2023 (for approval)
2. Tye High School Fee Proposal-Exhibit A 12.22.22 (for reference)

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN OWNER AND ARCHITECT**

This Amendment No. 2 to the AIA B101-2017 Agreement Between Owner and Architect executed between Highline School District (“School District”) and Integrus Architecture, P.S. (“Architect”) in or about June 2020, is made and entered into as of January [REDACTED], 2023 (“Effective Date”). The School District and the Architect are collectively referred to as the “Parties.”

**RECITALS**

A. In or about June 2020, the School District and the Architect entered into an AIA B101-2017 Agreement Between Owner and Architect (“Agreement”) for design services related to the School District’s Tyee High School Project (“Project”).

B. Pursuant to Amendment No. 1 to the Agreement, the Owner and the Architect agreed that the Architect’s total compensation for the Project would be segregated into two components: “Pre-Bond” compensation and “Post-Bond” compensation (contingent on the School District passing a bond funding construction of the Project).

C. The School District and the Architect desire to amend the Agreement to (1) confirm the School District’s approval for the Architect to proceed with the remainder of its services through completion of the Project, and (2) establish the Architect’s Post-Bond compensation in the amount of \$4,014,834.

D. Except as modified by the terms of this Amendment No. 2, the Agreement remains in full force and effect.

**AGREEMENT**

1. The School District and the Architect hereby agree to amend the Agreement as follows:

2. In accordance with the terms and conditions of the Agreement, the Architect shall proceed with the remainder of its services through conclusion of the Project.

3. By prior agreement, including Amendment No. 1 to the Agreement, the School District authorized the Architect’s compensation in the amount of \$6,668,649.00 for its Pre-Bond services (including Basic Services, Other Basic Services, pre-approved Additional Services, and Reimbursable Expenses).

4. This Amendment No. 2 establishes and confirms that the Architect’s total compensation for Post-Bond services (including Basic Services, Other Basic Services, pre-approved Additional Services, and Reimbursable Expenses) shall be \$4,014,834.

5. In total, the Architect’s total compensation for the Project shall not exceed the following totals:

|                              |                 |
|------------------------------|-----------------|
| Basic Services Fee           | \$6,835,504     |
| Other Basic Services Fee     | \$3,655,815     |
| Other Additional Service Fee | \$289,164       |
| <u>Reimbursable Expenses</u> | <u>\$55,000</u> |
| Total FEE                    | \$10,683,483    |

The Architect's compensation is further described in Exhibit A hereto, which shall apply only to the extent it is consistent with this Amendment No. 2 and the Agreement. Exhibit A hereto supersedes and replaces Exhibit A to Amendment No. 1 to the Agreement.

6. The Owner and the Architect agree that, if a material increase to the MACC occurs at conclusion of the Construction Documents Phase as a result of industry-wide escalation, the Architect may be entitled to additional compensation on the basis of the revised MACC. This Paragraph 6 supersedes and takes precedence over any inconsistent terms in the Agreement.

The Amendment No. 2 is executed as of the Effective Date.

**Highline School District**

**Integrus Architecture, P.S.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

December 22, 2022

Ellie Daneshnia  
Executive Director of Highline's Capital Planning & Construction  
Highline Public Schools  
17810 8<sup>th</sup> Avenue South, Bldg A  
Burien, WA, 98148

RE: *Fee Proposal Update*  
*Highline School District: Tyee High School*  
*Integrus Project No. 21930*

Dear Ellie:

Thank you for the opportunity to provide an updated fee proposal for the continuing the design of Tyee High School. This updated fee proposal is for a new 210,000 sf high school building with a MACC of \$111,391,733 that will be constructed on an unoccupied site with no phasing or GCCM services needed.

Our comprehensive design fee proposal is as follows:

|                       |                     |
|-----------------------|---------------------|
| <b>TOTAL SERVICES</b> | <b>\$10,683,483</b> |
|-----------------------|---------------------|

Current approved Purchase Orders:

|                                |                   |                                      |                |
|--------------------------------|-------------------|--------------------------------------|----------------|
| P201436                        | Original Contract | Tyee High School – Phase 1 50% SD    | \$1,153,216.00 |
| P201436                        | Amendment #1      | Tyee High School – Phase 2 (restart) | \$2,000,000.00 |
| P201436                        | Amendment #2      | Tyee High School – Phase 2 (70% CD)  | \$3,515,433.00 |
| Total Approved Purchase Orders |                   |                                      | \$6,668,649.00 |

Based on the total fee proposal, Amendment #3 would be \$4,014,834. For additional information, please see attached fee matrix for itemized scope. If you have any questions regarding this proposal, please call me at your convenience. Thank you very much for this opportunity.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.



Amy Vanderhorst  
Associate Principal

BASIC SERVICES PERCENTAGE

I. FEE CALCULATION - SELECT ONE

|                       |                |
|-----------------------|----------------|
| New Construction SF   | \$210,000      |
| New Construction MACC | \$ 111,391,733 |
| Fee %                 | 6%             |

|                               |                     |
|-------------------------------|---------------------|
| Basic Services Fee            | 6,683,504           |
| Other Basic Services Fee      | 3,655,815           |
| Other Additional Services Fee | 289,164             |
| Reimbursable Expenses         | 55,000              |
| <b>TOTAL FEE</b>              | <b>\$10,683,483</b> |

|                      | MACC          | Fee % | Basic Service Fee Amount |
|----------------------|---------------|-------|--------------------------|
| TOTAL BASIC SERVICES | \$111,391,733 | 6%    | \$6,683,504              |

OTHER BASIC SERVICES

| II. | OTHER BASIC SERVICES   | Approach | Architecture<br>Integrus | Structural<br>Integrus | Mechanical<br>Metrix | Electrical<br>Hargis | Civil<br>AHBL  | Landscape<br>Osborne | Cost<br>RLB    | Food/Dining<br>JLR Design | Acoustical<br>Adams Cons | Door<br>Adams Cons | Theater<br>PLA | Subtotal         | Subtotal<br>with Mark- | Total A/E        |
|-----|--|----------|--------------------------|------------------------|----------------------|----------------------|----------------|----------------------|----------------|---------------------------|--------------------------|--------------------|----------------|------------------|------------------------|------------------|
| 1.  | Civil Engineering  | Lump Sum | -                        | 15,000                 | -                    | -                    | 597,450        | -                    | -              | -                         | -                        | -                  | -              | 597,450          | 657,195                | 672,195          |
| 2.  | Landscape Architecture   | Lump Sum | -                        | -                      | -                    | -                    | -              | 343,564              | -              | -                         | -                        | -                  | -              | 343,564          | 377,920                | 377,920          |
| 3.  | Food Service   | Lump Sum | -                        | -                      | 16,500               | -                    | -              | -                    | -              | 53,600                    | -                        | -                  | -              | 70,100           | 77,110                 | 77,110           |
| 4.  | Telecommunications / Security / AV Design (classroom/music) & perf. Av | Lump Sum | -                        | -                      | -                    | 109,540              | -              | -                    | -              | -                         | -                        | 13,330             | -              | 122,870          | 135,157                | 135,157          |
| 5.  | Acoustical Design / Engineering  | Lump Sum | -                        | -                      | -                    | -                    | -              | -                    | -              | -                         | 68,600                   | -                  | -              | 68,600           | 75,460                 | 75,460           |
| 6.  | Theatre Design   | Lump Sum | -                        | -                      | 12,500               | 24,000               | -              | -                    | -              | -                         | -                        | -                  | 136,440        | 172,940          | 190,234                | 190,234          |
| 7.  | Cost Estimation  | Lump Sum | -                        | -                      | 6,000                | 8,100                | Included above | Included above       | 122,205        | Included above            | -                        | -                  | -              | 136,305          | 149,936                | 149,936          |
| 8.  | Site Specific Educational Specifications                               | Lump Sum | 146,950                  | -                      | -                    | -                    | -              | -                    | -              | -                         | -                        | -                  | -              | -                | -                      | 146,950          |
| 9.  | Pre-design / Concept Development / (E) Conditions Investigation        | Lump Sum | 42,460                   | 3,000                  | 11,800               | 24,000               | -              | -                    | Included above | -                         | -                        | -                  | -              | 35,800           | 39,380                 | 84,840           |
| 10. | District Standards   | Lump Sum | 11,160                   | -                      | 4,000                | 4,000                | -              | -                    | -              | -                         | -                        | -                  | -              | 8,000            | 8,800                  | 19,960           |
| 11. | Additional / Extensive Community Engagement                            | Hourly   | 27,500                   | -                      | -                    | -                    | -              | -                    | -              | -                         | -                        | -                  | -              | -                | -                      | 27,500           |
| 12. | Presentation Materials (Renderings / Models)                           | Hourly   | 37,800                   | -                      | -                    | -                    | -              | -                    | -              | -                         | -                        | -                  | -              | -                | -                      | 37,800           |
| 13. | Land Use Permitting / SEPA   | Lump Sum | 42,300                   | -                      | -                    | -                    | Included above | Included above       | -              | -                         | -                        | -                  | -              | -                | -                      | 42,300           |
| 14. | WSSP Documentation and Ecocharrette                                    | Lump Sum | 21,150                   | 1,000                  | 8,660                | 6,000                | Included above | Included above       | -              | -                         | -                        | -                  | -              | 14,660           | 16,126                 | 38,276           |
| 15. | WSSP Advanced Energy Model / ELCCA / Sustainability                    | Lump Sum | 23,200                   | -                      | 137,810              | 36,600               | -              | -                    | -              | -                         | -                        | -                  | -              | 174,410          | 191,851                | 215,051          |
| 16. | Enhanced Commissioning Assistance                                      | Lump Sum | 13,720                   | -                      | 27,615               | 9,600                | -              | -                    | -              | -                         | -                        | -                  | -              | 37,215           | 40,937                 | 54,657           |
| 17. | Coordination of Envelop Consultant                                     | Lump Sum | 12,840                   | -                      | -                    | -                    | -              | -                    | -              | -                         | -                        | -                  | -              | -                | -                      | 12,840           |
| 18. | Value Engineering  | Lump Sum | 19,560                   | 10,000                 | 5,670                | 3,600                | Included above | Included above       | -              | -                         | -                        | -                  | Included above | 9,270            | 10,197                 | 39,757           |
| 19. | Constructability Review  | Lump Sum | 12,620                   | 8,000                  | 7,350                | 6,000                | Included above | Included above       | -              | -                         | -                        | -                  | Included above | 13,350           | 14,685                 | 35,305           |
| 20. | Conformed Construction Documents                                       | Lump Sum | 29,640                   | 4,000                  | 6,000                | 4,800                | Included above | Included above       | -              | Included above            | -                        | -                  | Included above | 10,800           | 11,880                 | 45,520           |
| 21. | Record Documents   | Lump Sum | 29,640                   | 4,000                  | 10,000               | 9,000                | Included above | Included above       | -              | Included above            | -                        | -                  | Included above | 19,000           | 20,900                 | 54,540           |
| 22. | GCCM Process, Phasing, Early Bid Packages (conc, steel, site, demo)    | NIC      | 228,080                  | 85,000                 | 93,600               | 105,300              | 27,500         | 15,000               | -              | -                         | -                        | -                  | -              | -                | -                      | -                |
| 23. | Additional Enhanced CA Assistance                                      | Lump Sum | 272,000                  | 20,000                 | 16,800               | -                    | -              | -                    | -              | -                         | -                        | -                  | -              | 16,800           | 18,480                 | 310,480          |
| 24. | Post Occupancy / Warranty Services                                     | Lump Sum | 14,400                   | -                      | 6,480                | -                    | Included above | -                    | -              | -                         | -                        | -                  | -              | 6,480            | 7,128                  | 21,528           |
| 25. | Offsite- Roads & Utilities (NIC - street / signal lighting)            | Lump Sum | 25,000                   | -                      | -                    | 30,000               | 43,000         | 25,000               | -              | -                         | -                        | -                  | -              | 98,000           | 107,800                | 132,800          |
| 26. | Revise Education Specification   | Lump Sum | 12,000                   | -                      | -                    | -                    | -              | -                    | -              | -                         | -                        | -                  | -              | -                | -                      | 12,000           |
| 27. | Additional A/E Design Fee (Delayed restart & redesign)                 | Lump Sum | 366,000                  | 118,000                | 73,000               | 44,000               | 15,000         | 15,000               | -              | -                         | -                        | -                  | -              | 147,000          | 161,700                | 645,700          |
|     |  |          |                          |                        |                      |                      |                |                      |                |                           |                          |                    |                |                  |                        |                  |
|     | <b>TOTAL OTHER BASIC SERVICES</b>                                      |          | <b>1,159,940</b>         | <b>183,000</b>         | <b>350,185</b>       | <b>319,240</b>       | <b>655,450</b> | <b>383,564</b>       | <b>122,205</b> | <b>53,600</b>             | <b>68,600</b>            | <b>13,330</b>      | <b>136,440</b> | <b>2,102,614</b> | <b>2,312,875</b>       | <b>3,655,815</b> |

**ADDITIONAL TASK BASED SERVICES**

| III. | ADDITIONAL TASK BASED SERVICES                                       | Approach  | Architecture<br>Integrus | Structural<br>Integrus | Mechanical<br>Mech Name | Electrical<br>Elec Name | Civil<br>Civil Name | Landscape<br>Landscape | Cost<br>Cost Name | Food/Dining<br>Food Name | Acoustical<br>Acoustical | Lighting<br>Lighting Name | Theatre<br>Theatre Name | Subtotal         | Subtotal<br>with Mark- | Total A/E        |
|------|--|-----------|--------------------------|------------------------|-------------------------|-------------------------|---------------------|------------------------|-------------------|--------------------------|--------------------------|---------------------------|-------------------------|------------------|------------------------|------------------|
| AS1. | FF&E Assistance  | Lump Sum  | 105,920                  | -                      | -                       | -                       | -                   | -                      | -                 | -                        | -                        | -                         | -                       | -                | -                      | 105,920          |
| AS2. | Experiential Graphics / Enhance Signage Design                       | Lump Sum  | 35,000                   | -                      | -                       | -                       | -                   | -                      | -                 | -                        | -                        | -                         | -                       | -                | -                      | 35,000           |
| AS3. | Emergency Responder Radio (formally known as DAS)                    | Lump Sum  | 3,840                    | -                      | -                       | 5,040                   | -                   | -                      | -                 | -                        | -                        | -                         | -                       | 5,040            | 5,544                  | 9,384            |
| AS4. | PV Solar Array   | Lump Sum  | 12,560                   | -                      | -                       | 18,000                  | -                   | -                      | -                 | -                        | -                        | -                         | -                       | 18,000           | 19,800                 | 32,360           |
| AS5. | Utility Rebate Assistance  | Lump Sum  | -                        | -                      | 13,500                  | -                       | -                   | -                      | -                 | -                        | -                        | -                         | -                       | 13,500           | 14,850                 | 14,850           |
| AS6. | Field Lighting Design  | Lump Sum  | 6,400                    | -                      | -                       | 20,000                  | -                   | -                      | -                 | -                        | -                        | -                         | -                       | 20,000           | 22,000                 | 28,400           |
| AS7. | Fire Flow Enhancements   | Lump Sum  | -                        | -                      | 7,500                   | -                       | -                   | -                      | -                 | -                        | -                        | -                         | -                       | 7,500            | 8,250                  | 8,250            |
| AS8. | Extended Project Closeout (beyond 90 days) as required               | NIC       | -                        | -                      | -                       | -                       | -                   | -                      | -                 | -                        | -                        | -                         | -                       | -                | -                      | -                |
| AS9. | Soil Boring  | Allowance | -                        | -                      | -                       | -                       | -                   | -                      | -                 | -                        | -                        | -                         | -                       | 50,000           | 55,000                 | 55,000           |
|      |  |           |                          |                        |                         |                         |                     |                        |                   |                          |                          |                           |                         | -                | -                      | -                |
|      |  |           |                          |                        |                         |                         |                     |                        |                   |                          |                          |                           |                         | -                | -                      | -                |
|      | <b>TOTAL ADDITIONAL TASK BASED SERVICES</b>                          |           | <b>163,720</b>           | <b>-</b>               | <b>21,000</b>           | <b>43,040</b>           | <b>-</b>            | <b>-</b>               | <b>-</b>          | <b>-</b>                 | <b>-</b>                 | <b>-</b>                  | <b>-</b>                | <b>114,040</b>   | <b>125,444</b>         | <b>289,164</b>   |
|      | <b>TOTAL OTHER BASIC SERVICES and ADDITIONAL TASK BASED SERVICES</b> |           | <b>1,323,660</b>         | <b>183,000</b>         | <b>371,185</b>          | <b>362,280</b>          | <b>655,450</b>      | <b>383,564</b>         | <b>122,205</b>    | <b>53,600</b>            | <b>68,600</b>            | <b>13,330</b>             | <b>136,440</b>          | <b>2,216,654</b> | <b>2,438,319</b>       | <b>3,944,979</b> |

Basic Services + Other Basic Services + Additional Task Based Services    \$10,628,483

Estimated Reimbursable Expenses    \$55,000

**TOTAL CONTRACT VALUE    \$10,683,483**