



Highline Public Schools Board Action Report

DATE: April 14, 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: April 19, 2023 **For Action:** May 3, 2023

I. TITLE Evergreen High School Replacement Project- Approval of Contract --Associated Earth Sciences, Inc. (AESI) for Construction Phase Geotechnical 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 that “all contracts for more than \$250,000 initial value, 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 design and construction of the Evergreen High School Replacement Project requires extensive grading, aggregate pier installations, and storm water ground infiltration systems. AESI proposes to provide geotechnical engineering services during the construction of the new high school building to provide observation and testing of these activities. These services are required by the King County Building Department.

AESI services would consist of two main tasks. The first task is to observe and test the grading and backfill of the building footprint, as well as the subgrades for on-site and off-site roads and sidewalks. The second task is to observe and test the stormwater infiltration systems that are included in the design of the school. Both tasks are required by King County.

AESI's proposal to provide geotechnical engineering services for both tasks are \$364,338.00. Staff believe that AESI provides the best value for the District. AESI has been involved in the project from the beginning and understands the unique requirements for this project. The cost for this contract is included in the Evergreen High School Project budget.

Staff have reviewed AESI's proposal and find the costs appropriate for scope of work delineated.

IV. RECOMMENDED MOTION

I move that the Highline School Board approve the contract for Associated Earth Sciences, Inc. for Construction Phase Geotechnical Engineering Services at Evergreen High School.

V. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$364,338.00.

The revenue source for this motion is the 2022 School Bond for the Evergreen High School Project budget.

Expenditure: One-time Annual

VI. APPLICABLE POLICY(S)

This action is in compliance with the following: Board Policy No. 6225

VII. ALTERNATIVES

The alternative is to not approve this contract. This alternative will prevent construction from commencing until geotechnical engineering is on the site providing soil observation and testing of grading activities for the new construction of the Evergreen High School Replacement Project.

VIII. COMMUNITY ENGAGEMENT

Community Engagement Required: Yes No

IX. ATTACHMENTS

1. AESI proposal (for approval)



associated
earth sciences
incorporated

April 4, 2023

Project No. 20200050E002

Highline School District No. 401, Capital Projects
17810 8th Avenue South, Building A
Burien, Washington 98148

Attention: Mr. Robin Brown

Subject: Scope of Work and Cost
Construction Phase Geotechnical Services and
Supplementary Infiltration Rate Test
Evergreen High School Replacement
830 SW 116th Street
Seattle, Washington

Dear Mr. Brown:

This letter provides our preliminary scope of work and cost for construction phase geotechnical engineering services during the replacement of Evergreen High School. One additional confirmatory stormwater infiltration rate test is also proposed. Temporary Erosion and Sedimentation Control (TESC) testing and reporting is included as an optional additional task. This proposal is based on our knowledge of the project gained through participation as members of the design team, including completion of subsurface explorations and preparation of a geotechnical engineering report for the project. A major milestone preliminary construction schedule prepared by Cornerstone General Contractors was also used as a guide.

Our cost estimate is based on the preliminary schedule and on our previous experience on similar projects. Our work will be completed on a time and materials basis. The actual amount of effort required will be dependent on construction schedule, design team and contractor coordination, weather and other factors that are beyond our control. Associated Earth Sciences, Inc. (AESI) will contact you if actual project needs exceed the cost estimates in this proposal.

SITE AND PROJECT DESCRIPTION

The project site is that of the existing Evergreen High School. The project will include:

- Early Sitework May - September 2023
- Clearing, grading, priority buried utilities, on-site buried utilities
- Building B
- Building A
- Phase 3A - parking and drop-off areas
- Phase 3 B - athletic fields
- Infiltration system installation and commissioning
- Temporary Erosion and Sedimentation Control (TESC) weekly checklists and compliance reporting

SCOPE OF SERVICES

Our scope of work includes the following major tasks:

Confirmatory Infiltration Rate Test

Project plans call for construction of an infiltrating bioretention swale east of Building A in a location where infiltration rate testing was not previously completed. A confirmatory infiltration rate test is warranted to comply with applicable design standards that will be applied during permit review, and due to the variability of infiltration rate test results completed at different locations onsite earlier in the design process. The infiltration test results will be provided for the permit reviewer, and will be used to confirm infiltration facility sizing.

The infiltration test location will be on the existing baseball field. We understand that the baseball field will be in use until May 1, at which time it will be permanently taken offline in preparation for the start of the early sitework construction package. Our scope of work and cost proposal assumes the infiltration test will be completed after May 1, and does not include any site restoration after completion of the infiltration rate testing. The test location will be backfilled and left level but no turf repair, infield loam replacement or similar work is included in our cost estimate.

Geotechnical Construction Phase Services

- Early sitework - geotechnical observations of TESC, demolition, mass grading, and utilities.
- On request geotechnical participation in review of submittals, including contractor-designed aggregate piers.
- Observation of test pits in proposed aggregate pier locations following demolition.
- Observation and geotechnical testing during site grading, priority utilities, on-site buried utilities.
- Observation of aggregate pier installation.
- Building B geotechnical observation and testing:
 - Foundation subgrade verification.
 - Foundation backfill observation and testing.
 - Subfloor Mechanical Electrical and Plumbing (MEP) backfill observation and testing.
 - Floor subgrade observation and testing.
- Building A geotechnical observation and testing:
 - Foundation subgrade verification.
 - Foundation backfill observation and testing.
 - Subfloor MEP backfill observation and testing.
 - Floor subgrade observation and testing.
- Phase 3A (parking and drop-off paving):
 - Observe geotechnical aspects of TESC and demolition.
 - Observe and test geotechnical aspects of mass grading.
 - Observe and test geotechnical aspects of buried utilities.
 - Observe and test geotechnical aspects of lighting, curbs, sidewalks.
 - Observe and test paving subgrades.
 - Density test asphalt paving.

- Phase 3B (Athletic Fields):
 - Observe geotechnical aspects of TESC and demolition.
 - Observe and test geotechnical aspects of mass grading.
 - Observe and test geotechnical aspects of buried utilities.
 - Observe and test subgrades for new turf.
 - Grain-size testing of drainage aggregates.
 - Observe and test subgrade for accessory structures including fences, dugouts, batting cages, out-of-play hardscape.
- Infiltration System Construction and Commissioning:
 - Observe and test infiltration facility subgrade.
 - Observe and test drainage aggregates and amended soils.
 - Assist with conversion to in-service status when construction is complete.

TESC Observation and Reporting Services

- Temporary Erosion and Sedimentation Control - Compliance Checklists and Reporting:
 - May be assigned to AESI or to the general contractor without affecting other AESI proposed tasks.
 - Assumes weekly visits beginning at the start of Early Sitework, and continuation until one month after final site stabilization, 216 weeks.
 - Includes weekly checklists, estimated trigger event responses after significant rainfall, and monthly compliance reporting to the Washington State Department of Ecology.

ESTIMATED COSTS

Task ⁽¹⁾	Weeks	Contractor Schedule (Hrs)	AESI Field	AESI Engineer and PM	AESI Task Cost
Early Sitework	4	160	200	32	\$36,140
Submittals	5	200		10	\$2,700
Geopiers (contractor design AESI review)	8	320		4	\$1,080
Mobe, TESC	2	80	10	2	\$1,915
Demo, Clear and Grade	8	320	250	25	\$41,125
Aggregate Piers	5	200	240	30	\$41,100
Priority Utilities	2	80	60	6	\$9,870
UG Util	7	280	140	14	\$23,030
Building B Foundations and SOG	14	560	180	18	\$29,610
Building A Foundations and SOG	27	1,080	325	32	\$53,328
Phase 3A Drop off & Parking	7	280	100	10	\$16,450
Phase 3B Ballfields	16	640	64	7	\$10,690
Infiltration			40	20	\$10,900
TESC	216	8,640			\$86,400
Estimated Total					\$364,338

⁽¹⁾ Taken from general contractor preconstruction preliminary schedule.

All of our work would be billed on a time and materials basis in accordance with our current Schedule of Charges and General Conditions, copies of which are attached.

We would rely on the project contractor and/or District project manager to coordinate our work. Actual costs for geotechnical construction observation depend on some items beyond our control, such as weather, contractor productivity, and other factors. We have assumed all TESC site visits are "stand-alone." Many of the TESC visits will be completed concurrently with other geotechnical site activities, reducing the overall project cost. We will not perform work exceeding our authorized budget and will notify you if work exceeding our scope or budget becomes necessary.

CLOSURE

We appreciate the opportunity to submit this proposal and hope that it meets your needs. If you have any questions, please do not hesitate to call. If you approve of our scope of work and would like for us to proceed, please return a subconsultant agreement with this letter attached for reference to our Kirkland office address (AESI, 911 5th Avenue, Kirkland, Washington 98033) to serve as our authorization.

Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington

Bruce Guenzler

Bruce W. Guenzler, L.E.G.
Principal Engineering Geologist

Kurt D. Merriman

Kurt D. Merriman, P.E.
Senior Principal Engineer

Attachments: Schedule of Charges/General Conditions

AESI offers paperless invoicing as an emailed PDF document to your accounts payable department/representative. By providing an email address, you will receive emailed PDF versions of your invoices (no copies will be mailed).

Please provide the appropriate email billing address here:

ASSOCIATED EARTH SCIENCES, INC.
SCHEDULE OF CHARGES

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are as follows:

Personnel Charges - Engineers, Hydrogeologists, Geologists, and Scientists

Senior Principal.....	\$290.00/hour
Principal.....	\$270.00/hour
Senior Associate.....	\$240.00/hour
Associate	\$225.00/hour
Senior.....	\$210.00/hour
Senior Project.....	\$195.00/hour
Project	\$175.00/hour
Senior Staff.....	\$145.00/hour
Staff.....	\$130.00/hour
Legal Testimony (4 hour minimum).....	\$400.00/hour

Personnel Charges - Technicians

Senior Field Technician	\$125.00/hour
Senior Field Technician Overtime	\$150.00/hour
Technician	\$110.00/hour
Technician Overtime	\$135.00/hour

Other Personnel and Disbursement Charges

Senior Geographic Information Services (GIS) Analyst.....	\$160.00/hour
Geographic Information Services (GIS) Analyst	\$140.00/hour
Geographic Information Services (GIS) Technician	\$120.00/hour
Drafting and Graphics Specialist.....	\$130.00/hour
Project Assistant.....	\$110.00/hour
Technical Editor	\$105.00/hour
Administrative Staff.....	\$85.00/hour
Report Processing and Archiving.....	\$20.00/each
Mileage	Federal Reimbursable Rate + 15%
Per Diem	To be established on a project basis
Subcontractors and Miscellaneous Expenses	cost plus 15%
Water Level Data Logger.....	\$75.00/month
Barometer Data Logger.....	\$50.00/month
Aerial Drone Equipment (certified drone operator charged separately).....	\$250.00/day
ArcGIS Online Viewer License	\$150.00/year
Bank/ACH Services or Fee	\$25.00/unit [check]

Laboratory Charges

Atterberg Limit.....	\$200.00/test
Consolidation.....	\$600.00/test
Constant Head Permeability (ASTM D2434-68)	\$450.00/test
Direct Shear.....	\$400.00/3 point test
Ethylene Glycol Test (3 rock minimum).....	\$200.00
Fractured Face Count (AASHTO T-335)	\$125.00/test
Hydrometer.....	\$210.00/test
Moisture Content.....	\$25.00/test
Organic Content.....	\$100.00/test
Percent Passing #200	\$125.00/test
Permeability (Falling Head).....	\$250.00/test
Proctor ASTM D-1557 and ASTM D-698.....	\$275.00/test
Sand Equivalent.....	\$125.00/test
Sieve with Wash #200.....	\$225.00/test
Specific Gravity + #4.....	\$125.00/test
Specific Gravity - #4.....	\$150.00/test
Unit Weight.....	\$80.00/test
Void Ratio.....	\$125.00/test

Other laboratory tests, disbursement charges and equipment rental will be provided on a per job basis.

**ASSOCIATED EARTH SCIENCES, INC.
GENERAL CONDITIONS**

911 - 5th Avenue
Kirkland, Washington 98033
(425) 827-7701

508 S. Second Street, Suite 101
Mount Vernon, Washington 98273
(425) 827-7701

1552 Commerce Street, Suite 102
Tacoma, Washington 98402
(253) 722-2992

Right of Entry

The Client shall provide AESI legal access to and/or obtain permission for AESI to enter on all property, whether or not owned by Client, as necessary for AESI to perform and complete its work. Client is responsible to provide, by map or drawing, a description of the property, its location and the location of any buried utilities or structures, including but not limited to, underground storage tanks. Any damage that results to a buried utility, or to Associated Earth Sciences, Inc. (AESI) or subcontractor equipment, will be the responsibility of the client. Also, any additional charges for exploratory work, due to encountering the utility, will be the responsibility of the client. We will take reasonable precautions to minimize damage from use of equipment, but have not included in our fee the cost for restoration of damage which may result from our operations.

Hazardous Substances & Drill Cuttings

Client warrants that, prior to AESI beginning work, it will provide AESI with all information known, or which reasonably could be known by Client concerning the past or present use of the property and the nature and existence of any hazardous conditions or materials, on, in, under, adjacent to or near the property. When hazardous substances are known, assumed or suspected to exist at a site, AESI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that AESI deems prudent to minimize physical risks to its personnel and the public. Hazardous substances may exist at a site where there is no reason to believe they could or should be present. AESI and Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. AESI and Client also agree that the discovery of unanticipated hazardous substances may make it necessary for AESI to take immediate measures to protect human health and safety, and/or the environment. AESI agrees to notify Client as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. Client encourages AESI to take any and all measures that in AESI's professional opinion are justified to preserve and protect the health and safety of AESI's personnel and the public, and/or the environment, and Client agrees to compensate AESI for the additional cost of such work. In addition, Client waives any claim against AESI, and agrees to indemnify, defend and hold AESI harmless from any claim or liability for injury or loss arising from AESI's encountering of unanticipated hazardous substances or suspected hazardous substances. Client also agrees to compensate AESI for work performed in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy.

Client recognizes that, when it is known, assumed or suspected that hazardous substances exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, AESI will appropriately contain and label such materials; will promptly inform Client that such containerization and labeling has been performed, and will leave the containers on site for proper, lawful removal, transport and disposal by Client. Client waives any claim against AESI and/or its professional staff, and agrees to defend, indemnify and hold AESI and/or its professional staff harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumed hazardous substances being left on site after their containerization by AESI. Client also agrees to compensate AESI for any time spent and expenses incurred by AESI in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy. AESI will act on behalf of Client to arrange for lawful removal, transport and disposal of hazardous substances and potentially contaminated drill cuttings, drilling fluids and wash water, if Client so requests, and Client agrees to compensate AESI based upon AESI's prevailing fee schedule and expense reimbursement.

Soil, rock, water and/or other samples obtained from the project site are held by AESI for no longer than 30 calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from AESI's custody and transporting them to an authorized disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. AESI will act on behalf of Client to arrange for lawful removal, transport and disposal of hazardous substances if Client so requests, and Client agrees to compensate AESI based upon AESI's prevailing fee schedule and expense reimbursement.

Due to the risks to which AESI is exposed, Client agrees to waive any claim against AESI and/or its personnel, and to defend, indemnify and hold AESI and/or its personnel harmless from any claim or liability for injury or loss arising from AESI's containing, labeling, transporting, testing, storing or other handling of contaminated samples. Client also agrees to compensate AESI for any time spent and expenses incurred by AESI in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination

Subsurface drilling and sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances off-site. Because subsurface sampling is a necessary aspect of the work which AESI will perform on Client's behalf, Client waives any claim against AESI and/or its personnel, and agrees to defend, indemnify and hold AESI and/or its personnel harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by drilling or sampling. Client further agrees to compensate AESI for any time spent or expenses incurred by AESI in defense of any such claim, in accordance with AESI's prevailing fee schedule and expense reimbursement policy.

Ownership of Documents

All designs, drawings, specifications, notes, data, sample materials (exclusive of hazardous substances), report reproducibles and other work developed by AESI are instruments of service and as such remain the property of Associated Earth Sciences, Inc.

Third Parties

All services performed by AESI and/or its personnel under this agreement are intended solely for the benefit of the client. Nothing contained herein shall confer any rights upon or create any duties on the part of AESI and/or its personnel toward any person or persons not a party to this agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of the above.

AESI shall not be responsible for the means, methods, or procedures of construction, nor for safety on the job site, nor for the contractor's failure to carry out the work in accordance with the contract documents.

Insurance

Associated Earth Sciences, Inc. maintains General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence and we will furnish certificates of such insurance upon written request. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our General Liability Insurance coverage. AESI also maintains professional errors and omissions insurance. We will furnish certificates of such insurance upon written request. No provision contained in the agreement between AESI and Client shall be construed to void, vitiate or adversely affect any insurance coverage held by AESI.

Standard of Care

Services performed by AESI under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, and document or otherwise.

Limitation of Liability

To the fullest extent permitted by law, the total liability of AESI and its principals, personnel and employees, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty express or implied of AESI or its principals, employees or personnel shall not exceed \$50,000 or the total compensation received by AESI under this Agreement, whichever is less.

The Client further agrees to require the contractor and its subcontractors to execute an identical limitation of AESI's and/or its personnel's liability for damages suffered by the contractor or subcontractors arising from the professional acts, errors, or omissions of AESI and/or its personnel. Increased liability limits may be negotiated upon Client's written request, prior to commencement of services, and upon Client's agreement to pay an additional fee commensurate with the increased risk. Any such increased limit of liability shall be established by written agreement signed by Client and AESI. As used in this section, the term "liability" means liability of any kind, whether in contract, tort, strict liability or otherwise, for any and all injuries, claims, losses, expenses, or damages arising out of or in any way related to services provided by or through AESI.

Waiver of Consequential Damages

Client expressly waives as to AESI all claims for lost profit or any other indirect, incidental or consequential damages of any nature.

Indemnification

Client shall indemnify, defend, and hold AESI and/or its personnel harmless against all claims, damages, losses, and expenses, including but not limited to attorney's fees and court costs arising out of or in any way related to the services provided by or through AESI; provided that such defense and indemnification obligations shall not apply to claims, damages, losses or expenses that arise out of bodily injury to persons or damage to property to the extent caused by AESI's sole negligence; provided further that Client shall indemnify AESI against liability for damages, losses, or expenses arising out of bodily injury to persons or damage to property and caused by or resulting from the concurrent negligence of Client, its agents or employees and AESI, only to the extent of the negligence of parties other than AESI.

CLIENT AND AESI AGREE THAT THE PRECEDING PARAGRAPHS RELATING TO LIMITATIONS OF LIABILITY, WAIVER OF CONSEQUENTIAL DAMAGES AND INDEMNIFICATION WERE MUTUALLY NEGOTIATED AND THAT BUT FOR THE INCLUSION OF THOSE PROVISIONS AESI WOULD NOT HAVE ENTERED INTO THIS AGREEMENT, OR AESI'S COMPENSATION UNDER THIS AGREEMENT WOULD HAVE BEEN HIGHER.

Stability of Slopes

The Client also recognizes that risk is inherent with any site involving slopes and Client agrees to accept full responsibility for these risks. Client states that he understands that the information obtained or recommendations made may help to reduce the Client's risks and that no amount of engineering or geologic analysis can yield a guarantee of stable slopes. Therefore, in cases where there is no fault (i.e. no professional errors, omissions or negligence), Client agrees to hold harmless, defend, and indemnify AESI and/or its professional staff for claims from any source in the event of slope movement and any damage resulting.

Billing

Invoices will be submitted once per month and are payable upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be added to any account not paid within 30 days.

Termination

In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as required to place our files in order as we consider necessary to protect our professional reputation. At our discretion, a termination charge may also be made to cover our proposal and administrative costs relating to the project.

Integration

These General Conditions along with AESI's proposal letter constitute the agreement between AESI and Client, contain the entire understanding between the parties in connection with the subject matter, and supersede and replace all prior negotiations, agreements or representations, whether oral or written. These General Conditions take priority over any conflicting provisions contained within AESI's proposal. No modifications or changes to the agreement shall be effective or binding unless affirmed in writing by the party sought to be bound by the change or modification.