

a s s o c i a t e d
e a r t h s c i e n c e s
i n c o r p o r a t e d

November 13, 2019
Project No. 20160451E003

Stanwood-Camano School District
26920 Pioneer Highway
Stanwood, Washington 98292-9548

Attention: Liz Jamieson

Subject: Scope of Work and Cost Proposal
Supplementary Construction Phase Geotechnical Engineering Services
Stanwood High School and Stadium, PO#2121800040
Stanwood High School Campus Redevelopment
Stanwood, Washington

Dear Ms. Jamieson:

This letter provides our proposed scope of work and cost for additional construction phase services for the High School and stadium portions of the Stanwood High School campus redevelopment project. We are familiar with the project through participation during the design phase, through our participation on other sub-projects included in the larger campus redevelopment project, and through on-call observation of geotechnical aspects of construction that have been completed to date.

BACKGROUND

The High School portion of the project consists of building a new facility on a site that was previously prepared with a substantial amount of mass grading done during an earlier contract. The Stadium portion of the project included placement of new synthetic turf and construction of several related improvements associated with the stadium. Construction of the high school is currently underway, and the stadium portion of the project is substantially complete. We previously provided a preliminary cost estimate for geotechnical construction phase services for these tasks. At the time we prepared our earlier cost estimate, design completion and permitting had not been completed, and no contractor schedule had been prepared. We were originally authorized to proceed with a budget of \$120,375 for design phase services, and construction phase services. At the time this proposal is written, our existing approved budget has been used, and geotechnical tasks remain to be completed. Our earlier budget projection was completed at a stage where a detailed project schedule was not available for cost estimating. Our original cost estimate also assumed that geotechnical construction site visits to the high school and stadium

portions of the project could be combined with visits to other concurrent projects on the site, however in practice combined site visits have been less common than we anticipated.

Several unanticipated tasks have arisen that were not included in our earlier budget projection:

- During foundation construction, a survey layout error resulted in aggregate piers installed at incorrect locations below a portion of the new building. When the error was noticed, the aggregate pier contractor had left the site and access to the affected area for installation of additional aggregate piers was difficult. The contractor and design team collaborated on an alternate foundation approach for the portion of the building where aggregate piers were mis-located. Associated Earth Sciences, Inc. (AESI) and other members of the design team participated in the design and installation of the alternate system.
- Previously unanticipated frontage improvements have been added to the project. AESI participated in the frontage design by assisting in project planning, and by designing gravity retaining walls to be submitted with civil drawings for permitting. Construction of the frontage improvements has not been completed, and will include geotechnical construction observation and testing in the future. Design tasks completed by AESI associated with frontage improvements totaled approximately \$4,000.
- During construction of the stadium, drainage aggregates installed below the synthetic turf initially were out of specification, and we retrieved and completed laboratory testing on more permeable aggregate samples than previously anticipated as part of the aggregate selection and approval process.
- During construction of a portion of the new stadium, paving below one of the "D zone" areas was determined to be deficient. Paving was removed and redone, and included additional geotechnical site visits during subgrade preparation.

Proposed Costs

We estimate the following additional geotechnical costs will be incurred between now and completion of the high school portion of the project:

High School/Stadium Construction

Previously completed work exceeding existing PO	\$13,285
20 part-time on-call site visits for utilities and paving	\$12,000
10 part-time on-call site visits for frontage improvements	6,000
Project engineering/management	<u>\$2,500</u>
Estimated Total	\$33,785

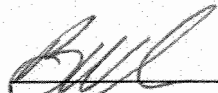
All of our work would be billed on a time and materials basis in accordance with our Schedule of Charges and General Conditions, copies of which are attached. Our cost estimates assume that it will be possible to combine some site visits.

We would rely on the project contractor and/or District project manager to coordinate our work. The scope of work outlined above is our best estimate based on the current level of completion and our projection of geotechnical work remaining. Actual costs for geotechnical construction observation also depend on some items beyond our control, such as weather, contractor productivity, and other factors.

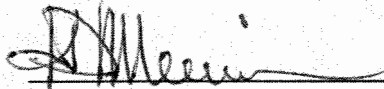
CLOSURE

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, we anticipate that you will provide a modification to our existing professional services agreement to serve as our authorization.

Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington



Bruce W. Guenzler, L.E.G.
Associate Geologist



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 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, Scientists, and Technicians

Sr. Principal.....	\$230.00/hour
Principal.....	\$200.00/hour
Sr. Associate	\$175.00/hour
Associate	\$165.00/hour
Senior	\$155.00/hour
Sr. Project	\$145.00/hour
Project	\$130.00/hour
Sr. Staff	\$110.00/hour
Staff	\$90.00/hour
Legal Testimony (4 hour minimum).....	\$400.00/hour

Other Personnel and Disbursement Charges

CAD Operator and Workstation	\$100.00/hour
Geographic Information Services (GIS).....	\$100.00/hour
Prints – Sizes A and B.....	\$2.00/each
Prints – Sizes C, D, E, and F.....	\$5.00/each
Project Assistant.....	\$75.00/hour
Laboratory Technician.....	\$90.00/hour
Clerical, Word Processing, etc.	\$60.00/hour
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	\$50.00/month
Barometer Data Logger	\$40.00/month

Laboratory Charges

Atterberg Limit	\$110.00/test
Consolidation.....	\$385.00/test
Constant Head Permeability (ASTM:D2434-68)	\$385.00/test
Direct Shear	\$385.00/3 point test
Ethylene Glycol Test (3 rock minimum).....	\$115.00
Fractured Face Count (AASHTO T-335).....	\$80.00/test
Hydrometer	\$200.00/test
Moisture Content	\$25.00/test
Organic Content	\$70.00/test
Percent Passing #200.....	\$100.00/test
Permeability (Falling Head)	\$225.00/test
Proctor ASTM:D-1557 and ASTM:D-698.....	\$250.00/test
Sand Equivalent	\$110.00/test
Sieve with Wash #200	\$200.00/test
Specific Gravity + #4	\$65.00/test
Specific Gravity - #4	\$70.00/test

Other laboratory tests 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.

