


Stanwood Camano
School District

TO: BOARD OF DIRECTORS
FROM: GARY PLATT, EXECUTIVE DIRECTOR – CAPITAL PROJECTS
SUBJECT: APPROVAL OF CONTRACT AMENDMENT NO. 1 – ASSOCIATED
EARTH SCIENCES, INC (AESI)
DATE: FEBRUARY 6, 2018
TYPE: ACTION NEEDED

During the board meeting on October 18, 2016, the contract with Associated Earth Sciences, Inc., (AESI) for geotechnical engineering services, was approved. AESI had been selected prior to that date through a request for proposals process.

The purpose of the original contract was to provide preliminary geotechnical engineering services to include determining the composition of soils in the area of the new high school, ALC, and maintenance building. This information has been used by structural engineers to develop foundation plans, aggregate pier designs, retaining walls, and other soil improvements for all the new buildings. That work has now been completed.

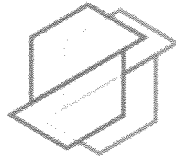
Additional services will be needed during the Phase I construction work on the high school site. These services will include monitoring excavation work including soil haul out, installation of retaining walls, constructing access roads and building pads, and installation of subsurface utilities. The scope of work is limited to the new high school site.

We are proposing this additional work be completed under an amendment to the original October 18, 2016, contract. The estimated cost of this contract is \$80,600, which represents about 55% of the budget allowance. The work will be billed on a time and materials basis. We anticipate that the actual number of site visits will be less than proposed. This contract *does not* include geotechnical services that will be needed during the construction of geopiers, ALC, athletic fields, and parking areas. Our construction manager will be monitoring the consultant's time.

Recommendation:

We recommend the board *move to approve Amendment No. 1 to the October 18, 2016, contract with Associated Earth Sciences, Inc., as attached.*

Amendment #1
to Agreement between
Stanwood-Camano School District
and
Associated Earth Sciences, Inc. (AESI)
dated
October 19, 2017



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

January 29, 2018
Project No. 160451E002

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

Attention: Liz Jamieson

Subject: Updated Scope of Work and Cost Proposal
Construction-Phase Geotechnical Engineering Services
Phase 1 Construction - 2018
Stanwood High School Replacement Project
7400 272nd Street NW
Stanwood, Washington

Dear Ms. Jamieson:

This letter provides our proposed scope of work and cost for performing construction-phase geotechnical engineering services during Phase 1 construction at the Stanwood High School replacement project. 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 geotechnical engineering reports for the project. Our final geotechnical engineering report that will be included in bid documents has not yet been completed.

The scope of services included in this proposal includes geotechnical construction observation of work planned during Phase 1 beginning in spring 2018. Phase 1 construction is expected to include mass grading, building pad construction, and shoring wall construction. Construction of the new high school buildings will occur during Phase 2.

This proposal assumes that construction of the high school buildings, including aggregate pier foundation elements, is not included in Phase 1. Also not included in Phase 1 are construction of satellite facilities including the planned Stanwood-Camano School District (District) Maintenance Building, the Auxiliary Learning Center, athletic field facilities, and permanent parking lots.

At the time this proposal was written bid documents were being prepared. No contractor had been selected and no detailed project schedule was available. This proposal is based on our

knowledge of the project gained through participation as members of the design team, and from our previous experience with similar projects.

SITE AND PROJECT DESCRIPTION

The project site is that of the existing Stanwood High School. Phase 1 will include constructing building pads on the south part of the site, constructing excavation shoring walls on the north side of the building pads, and establishing construction laydown areas and access roads. The Phase 1 scope of work will include the use of soil cement treatment to allow use of on-site soils in structural fills, and to provide better stability in construction staging and access areas. We anticipate that construction of storm water management areas and a portion of the buried utilities for the project will be constructed during Phase 1. New high school foundations, new high school buildings, satellite buildings, permanent parking areas, and athletic facilities will be constructed later after Phase 1 is complete.

SCOPE OF SERVICES

The scope of work and cost estimate that follows is based on the anticipated start and end dates of Phase 1, as well as our understanding of the project through our previous work at the site. We anticipate that we can complete the following tasks within the cost estimate presented below.

<u>Task</u>	<u>Cost</u>
Attend Pre-Construction Meeting	\$500
Site Grading (40 visits)	\$38,000
Soil Cement Treatment Support (site visits, laboratory, analysis)	\$4,000
Building Pad (10 visits)	\$9,500
Shoring Wall Construction Observation (20 days assumed)	\$19,000
Laboratory Proctor Analyses (8 tests)	\$2,000
Laboratory Sieve Analyses (8 tests)	\$1,600
Project Engineering/Management	<u>\$6,000</u>
Estimated Total	\$80,600

All of our work would be billed on a time and materials basis in accordance with our Schedule of Charges and General Conditions "A," 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 was prepared without a detailed construction schedule. We are available to review and update our cost estimate, if requested, when a project schedule is available. Actual costs for geotechnical construction observation also depend on some items beyond our control, such as weather, contractor productivity, and other factors. We will not

perform work exceeding our authorized budget and will notify you if work exceeding our scope or budget become necessary.

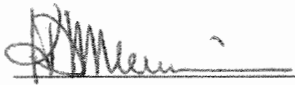
CLOSURE

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



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

Attachments: Schedule of Charges/General Conditions "A"

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 "A"**

911 - 5th Avenue, Suite 100
Kirkland, Washington 98033
(425) 827-7701 | FAX (425) 827-5424

2911 ½ Hewitt Avenue, Suite 2
Everett, Washington 98201
(425) 259-0522 | FAX (425) 252-3408

1552 Commerce Street, Suite 102
Tacoma, Washington 98402
(253) 722-2992 | FAX (253) 722-2993

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.

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 (Option A – Lesser of)

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.

Option B – amount paid

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 the total compensation received by AESI under this Agreement.

The Client further agrees to require of the contractor and his subcontractors 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 paragraph, 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 indemnification 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.

Attorneys Fees

In the event the Client makes a claim against AESI and/or its personnel, at law or otherwise, for any alleged error, omission or other act or failure to act arising out of this agreement, and the Client fails to prove such claim or prevail in an adversary proceeding, then the Client shall pay all costs incurred by AESI, and/or its personnel, in defending against the claim. In all other legal proceedings between the parties, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including expert witness fees and all litigation related expenses.

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.

Priority of Provisions

The provisions of these General Conditions supersede all other terms and conditions of the agreement between Client and AESI.