



Highline Public Schools Board Action Report

☒ Supports the Strategic Plan

DATE: August 12, 2022

FROM: Dr. Ivan Duran, Superintendent

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

For Introduction: August 17, 2022

For Action: September 7, 2022

I. TITLE Tyee High School Design Project - Approval of Contract Amendment No.1 and Increase of Purchase Order P201436- Integrus Architecture - Architectural and Engineering Services

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. The design budget allocated for the Tyee High School Design Project in the 2016 bond was \$3,844,747.00.

The design of the new school was divided into two phases. Phase 1 (pre-bond) Basic Services consists of all the Architect's services through the completion of 50% Schematic Design. Phase 2 (typically post-bond) Basic Services and Additional Services consists of the remainder of the Architect's Schematic Design Phase services following 50% Schematic Design (SD), as well as the Architect's services during the Design Development Phase, Construction Documents Phase, Procurement Phase, and the Construction Phase.

On June 24, 2020, the board approved Integrus Architecture's Phase 1 Basic Services for \$1,153,216.00. 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 February 16, 2022, the board approved an increase to Integrus Architecture purchase order to use the remainder of the 2016 bond budget allotted for the new Tyee High School design to develop the design another step beyond phase 1. This funding enabled Integrus Architecture to update the 2020 Tyee Replacement Construction Cost Model which established the project budget for the November 2022 bond. The updated cost model showed an increase in construction costs compared with the 2020 cost model. The construction cost model in 2020 was \$110,040,000 and the 2022 construction cost model is \$131,794,129 with escalation.

Based on the increased construction costs, which were reflected on the cost model during Bond 2022 planning, and the opportunity to expedite the design due to the two-year delayed bond vote, staff are requesting additional funds to increase Integrus Architecture's purchase order by \$3,515,433.00. This would complete the design work up to 70% of Construction Documents which again facilitates earlier start of construction, resulting in reduced project cost escalation.

Should voters approve the November 2022 bond, staff will request an increase to Integrus Architecture's purchase order to complete the design and oversee the construction phase. Integrus Architecture's fee at the time of this subsequent request may reflect an increase based on the contracted construction costs at bid. These fees were accounted in the project budget.

District staff recommend the board approve the increase of Purchase Order P201436 and the contract amendment No.1, this amendment establishes an updated construction cost for the project and revised anticipated design and construction milestone dates for the project; It clarifies the anticipated delivery model for the project; establishes the Architect's designated representatives authorized to act on its behalf concerning the project; memorialize the School District's approval for the Architect to proceed with performing its services through completion of 70% Construction Documents.

This board approval is necessary because it supports project (architectural) cost efficiencies that significantly reduce construction cost escalation and support continuity of project timelines.

IV. RECOMMENDED MOTION

I move that the Highline School Board approve the Contract Amendment No.1 and increase Purchase Order P201436 with Integrus Architecture by \$3,515,433.00 to continue the design of Tyee High School.

V. FISCAL IMPACT/REVENUE SOURCE

The fiscal impact of this action will be in the amount of \$3,515,433.00.

The revenue source for this motion is 2016 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 process. This would result in a prolonged project schedule and lead to significant escalation costs from the current project budget.

VIII. COMMUNITY ENGAGEMENT

Community Engagement Required: ☐ Yes ☒ No

IX. ATTACHMENTS

1. Highline -- Integrus -- Amendment No. 1 to Architectural Services Agreement -- 08.02.2022 (for approval)
2. Exhibit A-- Integrus (for reference)

AMENDMENT NO. 1 TO AGREEMENT BETWEEN OWNER AND ARCHITECT

This Amendment No. 1 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 August ___, 2022 (“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. 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 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.

C. The Architect’s Phase 1 Basic Services are complete.

D. The School District and the Architect desire to amend the Agreement to (1) establish a revised Maximum Allowable Construction Cost (MACC) for the Project; (2) establish the anticipated square footage for the Project; (3) revise the delivery method for the Project from the General Contractor / Construction Manager (GC/CM) model to competitive bidding pursuant to RCW 28A.335.190; (4) memorialize the School District’s approval for (i) the Architect to proceed with performing its Phase 2 Basic Services through completion of 70% Construction Documents (also referred to as “Pre-Bond” services) and, (ii) the Architect to proceed with the balance of its Phase 2 Basic Services (also referred to as “Post-Bond” services), contingent on voter approval of a November 2022 bond measure funding the remainder of the Project, and (5) revise the Architect’s total compensation for its Phase 1 Basic Services and Phase 2 Basic Services based on the change to the MACC established herein and a delay to the School District’s overall anticipated bond schedule.

E. Except as modified by the terms of this Amendment, 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. The Maximum Allowable Construction Cost (MACC) for the Project established under Section 1.1.3 of the Agreement is increased to \$111,391,733.

3. The anticipated square footage of the Project shall be 210,000 sf.

4. The delivery method for the Project is revised from the General Contractor / Construction Manager (GC/CM) model to competitive bidding pursuant to RCW 28A.335.190. All terms in the Agreement specific to the GC/CM model are hereby stricken. In place of these terms, the Architect agrees to fully participate in the competitive bidding process as contemplated by Section 3.5.2 of the Agreement.

5. By this Amendment, the School District authorizes the Architect to proceed with its Phase 2 Basic Services through completion of 70% Construction Documents. At 70% Construction Documents (approximately November 2022), the School District anticipates presenting a bond measure to voters that includes funding for the remainder of the Architect's Phase 2 Basic Services and construction of the Project. If such bond measure is fully approved and the School District secures funding for the remainder of the Architect's Phase 2 Basic Services and construction of the Project, the School District hereby authorizes the Architect to proceed with completion of its Phase 2 Basic Services. The Architect's compensation for the remainder of its services shall be as set forth in Section 6 below and Exhibit A hereto. If the bond measure is not approved and the School District does not otherwise secure funding to proceed with the remainder of the Architect's Basic Services beyond 70% Construction Documents, the Architect shall be entitled to no additional compensation beyond its "Pre-Bond" fees listed in Exhibit A hereto, and the termination for convenience provisions of Sections 9.5–9.6 of the Agreement shall apply. For the avoidance of ambiguity, no Termination Fees shall be due.

6. Based on the amendment to the MACC for the Project established herein and a delay to the School District's overall anticipated bond schedule, the School District and the Architect have agreed to revise the Architect's total compensation for the Project established under Section 11.1.1 of the Agreement. The first paragraph of Section 11.1.1 of the Agreement is amended accordingly as follows:

The Architect's compensation for its Basic Services performed through completion of 70% Construction Documents shall be the fixed, lump sum amount of \$3,990,052. The Architect's compensation for its remaining Basic Services performed through the remainder of Construction Documents Phase, the Procurement Phase, and the Construction Phase (if a bond measure is approved funding such services) shall be the fixed, lump sum of \$2,693,452. Together, the Architect's compensation for its Basic Services over the course of the Project shall be \$6,683,504.

The Architect's total compensation for the Project, including for its Basic Services, Other Basic Services, pre-approved Additional Services, and Reimbursable Expenses, shall not exceed the following totals:

Pre-Bond Basic Services Fee	3,990,052
Pre-Bond Other Basic Services Fee	2,467,407
Pre-Bond Other Additional Services Fee	171,191
Pre-Bond Reimbursable Expenses	40,000
TOTAL FEE – PRE-BOND	\$6,668,649
Post-Bond Basic Services Fee	2,693,452
Post-Bond Other Basic Services Fee	1,188,409
Post-Bond Other Additional Services Fee	82,973
Post-Bond Reimbursable Expenses	15,000
TOTAL FEE – 70% SD to FINAL COMPLETION	\$3,979,834
TOTAL SERVICES	\$10,648,483.38

If a bond measure is not passed funding the Architect’s Phase 2 Basic Services beyond 70% Construction Documents, the Architect shall be entitled only to the “Pre-Bond” compensation set forth above and shall not be entitled to any other Termination Fees. If a bond measure is fully approved and the School District secures funding for the remainder of the Architect’s Phase 2 Basic Services and construction of the Project, the Architect’s compensation for completion of its services during the remainder of the Construction Documents Phase, the Procurement Phase, and the Construction Phase shall be as specified above for “Post-Bond” services.

The Architect’s compensation is further described in Exhibit A hereto, which shall apply only to the extent it is consistent with this Amendment and the Agreement.

The Amendment is executed as of the Effective Date.

Highline School District

Integrus Architecture, P.S.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A



June 17, 2022

Ellie Daneshnia
Executive Director of Highline's Capital Planning & Construction
Highline Public Schools
17810 8th 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:

TOTAL FEE - 70% Construction Documents	\$6,668,649
TOTAL FEE - 70% Construction Documents to Final Completion	\$3,979,834
TOTAL SERVICES	\$10,648,483

Current approved Purchase Orders:

P201436	Original Contract	Tyee High School – Phase 1 50% SD	\$1,153,216.00
P201436	Additional Work	Tyee High School – Phase 2 (restart)	\$2,000,000.00
Total Approved Purchase Orders			\$3,153,216.00

For additional information, please see attached fee matrix for itemized scope. As of June 30th, we have invoiced to date the amount of \$2,863,040 for all of phase 1 and a portion of phase 2. 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

117 S. Main St., Suite 100
Seattle, WA 98104
206.628.3137 | phone
206.628.3138 | fax



BASIC SERVICES PERCENTAGE

I. FEE CALCULATION - SELECT ONE

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

	MACC	Fee %	Basic Service Fee Amount
TOTAL BASIC SERVICES	\$111,391,733	6%	\$6,683,504
SD + DD + 70% CD			\$3,990,052
Balance of Basic Services			\$2,693,452

Current Basic Service Fee Proposal	\$6,602,400
MACC Basic Service Fee Adjustment	\$81,104

Pre-Bond Basic Services Fee	3,990,052
Pre-Bond Other Basic Services Fee	2,467,407
Pre-Bond Other Additional Services Fee	171,191
Pre-Bond Reimbursable Expenses	40,000
TOTAL FEE -PRE-BOND	\$6,668,649

Post-Bond Basic Services Fee	2,693,452
Post-Bond Other Basic Services Fee	1,188,409
Post-Bond Other Additional Services Fee	82,973
Post-Bond Reimbursable Expenses	15,000
TOTAL FEE - 70% SD to FINAL COMPLETION	\$3,979,834

TOTAL SERVICES	\$10,648,483.38
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OTHER BASIC SERVICES

II.	OTHER BASIC SERVICES	Approach	Architecture Integrus	Structural Integrus	Mechanical Metrix	Electrical Hargis	Civil AHBL	Landscape Ospborne	Cost RLB	Food/Dining JLR Design	Acoustical Adams Cons	Door Adams Cons	Theater PLA		Subtotal	Subtotal with Mark- Up	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. A	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.	Predesign / 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.	GCGM 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.	Offsie- 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
TOTAL OTHER BASIC SERVICES			1,159,940	183,000	350,185	319,240	655,450	383,564	122,205	53,600	68,600	13,330	136,440		2,102,614	2,312,875	3,655,815

ADDITIONAL TASK BASED SERVICES

III.	ADDITIONAL TASK BASED SERVICES	Approach	Architecture Integrus	Structural Integrus	Mechanical Mech Name	Electrical Elec Name	Civil Civil Name	Landscape Landscape	Cost Cost Name	Food/Dining Food Name	Acoustical Acoustical	Lighting Lighting Name	Theatre Theatre Name		Subtotal	Subtotal with Mark- Up	Total A/E
AS1.	FF&E Assistance	Lump Sum	105,920	-	-	-	-	-	-	-	-	-	-		-	-	105,920
AS2.	Experiential Graphics / Enhance Signage Design	NIC	-	-	-	-	-	-	-	-	-	-	-		-	-	-
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
TOTAL ADDITIONAL TASK BASED SERVICES			128,720	-	128,720	43,040	-	-	-	-	-	-	-		114,040	125,444	254,164

TOTAL OTHER BASIC SERVICES and ADDITIONAL TASK BASED SERVICES			1,288,660	183,000	478,905	362,280	655,450	383,564	122,205	53,600	68,600	13,330	136,440		2,216,654	2,438,319	3,909,979
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Basic Services + Other Basic Services + Additional Task Based Services \$10,593,483

Estimated Reimbursable Expenses \$55,000

TOTAL CONTRACT VALUE \$10,648,483