October 11, 2023

City of McCleary Attention: Mayor Chris Miller 100 South 3rd Street McCleary, WA 98557

Re: McCleary City Campus Facility Space Needs Assessment Project Number 2230255.00

Dear Mayor Miller:

Mackenzie appreciates this opportunity, and we are pleased to present to the City of McCleary ("Client") the following Scope of Services and fee proposal for your City Campus Facility Space Needs Assessment project.

Mackenzie's integrated team of design professionals will provide architectural/interior design, civil and structural engineering, and land use planning services for the above project. In addition, Mackenzie will retain Wiggins Preconstruction Services (Cost Estimating) and BCE Engineering consultants to complete the team. See attached proposals from our consultants.

Our Basis of Design along with our detailed Scope of Services by phase is as follows:

BASIS OF DESIGN

The following describes in detail the elements that define the basis of our proposal.

Team Structure | Engagement

- 1. It is understood that the primary points of contact with the Client will be Chris Miller (Mayor) and Chad Bedlington (Director of Public Works).
- 2. During the course of the project, Mackenzie (Kim Doyle) will schedule bi-weekly 30-minute conference call checkins with Chris Miller and Chad Bedlington.
- 3. Staff engagement (as desired by Client) will occur throughout the project, with a focused inclusion during the programming workshops. As the project progresses, Client will be provided available deliverables (such as floor plans, reports, etc.) that can be utilized by the Core Team to inform staff and City Council of project progress.
- 4. The City will not be hiring an Owner's representative to facilitate the project on the City's behalf.

Budget

- 1. The total project budget (construction and soft costs) has not been established and will be determined during the predesign phase.
 - A. For the purposes of our Basis of Design, the total project budget can be viewed in two (2) general categories: Hard Costs and Soft Costs. Hard costs can be generally expected to require 60-65% of a project

budget, and would include hard building construction costs, general conditions, bonds/insurance, general contractor overhead/markups, construction contingency, etc. Soft costs can generally be expected to require the remaining 35-40% of the project budget, and would include design costs, specialty consultant costs, permit fees, furnishing, fixtures and equipment (FF&E), moving allowances, sales tax, soft cost contingency, etc.

Schedule

- 1. The preliminary project schedule is noted below:
 - A. Pre-Design (Phase I): Approximately 2-3 Months from Notice to Proceed (NTP)
 - B. Pre-Design (phase II): approximately 3-4 Months from Notice to Proceed (NTP)

Construction Delivery

1. The Scope of Services is outlined around the understanding that the project delivery will follow a traditional design/bid/build construction method.

Project Goals and Program

- 1. Evaluate and assess whether building renovation, new construction, or some combination thereof will provide the most practical and cost-effective solution to meet the existing and future (20-30 years) of the City's facilities:
 - a. City Hall
 - b. Public Works Building
 - c. Light and Power Building
 - d. Police Station
 - e. Fire Station
- 2. Space needs will consider expanded programming for non-City functions such as a daycare facility or space for school district office.
- 3. Space needs to include an emergency operations center for police and fire, potential to include space for leased partners with the Grays Harbor Sheriff's Office and Washington State Patrol. This also includes two (2) different County fire districts: Grays Harbor Fire District 12 (as the City merges their fire department), and Grays Harbor Fire District 5 (Ambulance services).
- 4. The project could be considered as one all-encompassing building or campus or considered across more than one site depending on availability of land and possible utilization of the existing site.
- 5. The project will evaluate how the current campus site can support replacement onsite and what options exist for relocation of City services to an alternative site(s).

SCOPE OF SERVICES

We have organized our Scope of Services into the following phases of work:

- 1. Pre-Design Phase I: Work to be completed through 2023 with current funding.
- 2. Pre-Design Phase II: Work to be completed in 2024 with expanded funding.

The following services are provided by Mackenzie through outside consultants. The scope of services for our consultant is defined in their attached individual proposals. Future phases following Pre-Design - Phase I will include expanded in-house

design and engineering services provided by Mackenzie as well as expanded consultants for mechanical, electrical, plumbing and fire protection engineering.

- 1. Cost Estimating Wiggins Preconstruction Services
- 2. Mechanical, Electrical, Plumbing Engineering BCE Engineering

Pre-Design – Phase I

Time Duration: 8-10 Weeks

Pre-Design is a critical phase in any public project, and establishes the vision, goals, needs, and priorities necessary in the subsequent design process. Pre-Design – Phase I efforts will serve as a foundation to the project and a first step in stakeholder engagement and consensus building in support of the project objectives. The following steps have been identified to assess current operations, forecast near and long-term space needs, and master plan a next steps process to facility replacement.

- 1. **Meeting Core Team:** Conduct one (1) in-person project kickoff meeting at the City of McCleary to initiate the Pre-Design Phase. Design team attendance will include Mackenzie. This meeting will serve as:
 - A. A project initiation meeting to introduce the Core Team with point of contact, communication flow, project tasks, and process.
 - B. Review of the developed preliminary project schedule. Major milestone dates, preliminary meeting targets, and next steps will be reviewed and identified.
 - C. Minutes for this meeting will be prepared by Mackenzie.
- 2. **Meeting (Programming Workshops) Core Team and Key Stakeholders:** Provide a programming workshop at the City of McCleary with Client-identified key staff for program interviews. We will issue a program questionnaire in advance of the programming workshop and facilitate review of the building components in detail including confirmation/refinement of program elements and their relative size and space needs, support, shared space requirements, preliminary adjacencies, and orientation of the site. Design team attendance will include Mackenzie. At the culmination of the interviews, Mackenzie will facilitate an overview discussion with the Core Team to review information collected prior to advancing to program documentation.
- 3. **Existing Drawings:** Receive and review architectural plans available through the Client and, as needed for illustration, develop electronic drawings that graphically represent the plans of the building for use in the programming development. It is anticipated that only the existing City Hall / Police building will require this effort.
- 4. **Physical Condition Observation:** Mackenzie will tour the existing City Facilities and make note of any current facility challenges, space limitations, and operational areas of improvement for future communication to the community and stakeholders as to the new facility needs. This initial physical condition observation will focus on high level observable issues related to the City Hall building only. A detailed physical condition assessment surrounding structural, mechanical/electrical/plumbing, accessibility compliance, etc. will occur in Phase II Pre-Design.
- 5. **Programming:** Based on the programming workshop, Mackenzie will develop the program document and visioning summary to capture information from initial discovery session and staff interviews. The programming document will encompass staffing and program needs for existing, immediate, near-term, and growth for a 20 to 30-year projection. Space allocations will include space sizes, quantities, and unique requirements specific to individual needs. A draft program will be released for Client review.
- 6. **Preliminary Rough Order Magnitude (ROM) Cost Estimate:** Utilizing information developed in the programing forecasts, Mackenzie and the cost estimator will prepare an early total project cost range for renovation and new construction.

- 7. **Site Selection/Evaluation**: Upon review and written approval of the Program, Mackenzie will perform the following services:
 - A. Work with Client to determine appropriate site evaluation criteria.
 - B. Evaluate up to three (3) available sites (inclusive of the existing site) with agreed upon criteria using aerial mapping, or the most current GIS Information (if available). For each site found, constraints (e.g., topography, natural resources, floodplain, etc.) will be analyzed to arrive at an effective net developable acreage.
 - C. Provide summary language of GIS mapping results for main report.
 - I. Create individual maps for each of the sites to evaluate existing site conditions using GIS and any other publicly available data/information (i.e., survey, arborist report, wetlands delineation, etc.).
 - II. For each site, review zoning and development code to determine land use entitlement process(es).
 - III. From sites under consideration, review and obtain Client approval of selected site.
 - D. Mackenzie will provide a comparison matrix for each of the sites under consideration to measure a combination of site selection factors and criteria identified. Such criteria may include, but is not limited to, the following:
 - I. Location/Address
 - II. Tax Lot identification number
 - III. Site ownership(s)
 - IV. Zone/Jurisdiction
 - V. Allowable Use and land use approval process(es)
 - VI. Requirements of overlay zones or comprehensive corridor plans which may impact the project.
 - VII. Maximum lot coverage
 - VIII. Minimum landscape percentage
 - IX. Slopes/Trees
 - X. Minimum/maximum parking ratio
 - XI. Maximum building height/FAR
 - XII. Building setbacks
 - XIII. Wetlands/sensitive areas
 - XIV. Traffic impact review as it pertains to access.
 - XV. Property availability (if information is available)
 - E. Submit final maps, summaries, and selection criteria matrices for Client's review and final site selection.
 - F. Provide up to one (1) meeting at the City of McCleary to review the site evaluations.
- 8. **Master Plan Site Test Fits:** Utilizing the space needs program and site evaluation information each of the selected sites (up to three (3) including existing site) will be test fit for capacity to support project needs. Each site test fit will consider access, operational flow, public and secure parking, anticipated utility services, support functions, building placement, and relationship of shared facilities/functions to one another.
- 9. **Preliminary Cost Estimate:** Based on program analysis, coordinate with our Cost Estimator (Wiggins Preconstruction Services) to develop a preliminary total project cost summary to aid in refining the scope of the project, right sizing the project program, and aligning to the budget baseline. This early cost summary will outline both preliminary hard cost construction cost ranges and early soft cost allowances for the project. These costs will establish the parameters of the project program and budget alignment from the beginning, and serve as the baseline for decision making, checks and balances, and program alignment throughout the design process.
- 10. **Meeting Core Team:** Meet virtually to review the preliminary project site test fit options and cost estimate. Mackenzie and the Cost Estimator will walk the Core Team through the cost analysis. Discussions about budget

alignment and phasing suggestions will be discussed, depending on cost projections. Design team attendance will include Mackenzie and Wiggins Preconstruction Services.

11. **Meeting – City Council Presentation:** This City Council meeting will serve to provide a project update to City Council and additionally propose the recommended design option for approval. Initial project costing analysis will be prepared to accompany the proposed design recommendation. This meeting will serve to update the City Council on project progress and seek approval of a preferred site option. A maximum of a two (2) hour in person presentation, including Q&A, is anticipated.

Pre-Design – Phase II

Time Duration: 8-10 Weeks

- 1. **Discovery:** Provide discovery session with Client and the key Client stakeholder group (at the City of McCleary) to establish a thorough understanding of the project vision, goals, and objectives, and allow for initial staff engagement. We will facilitate dialogue with staff to identify opportunities, challenges, and big picture goals for the project. This meeting is anticipated to lead into programming and will occur as a standalone meeting. Mackenzie will facilitate the meeting.
- 2. **Facility Tours:** Mackenzie will identify up to three (3) recently completed facilities that contain similar programmatic requirements to tour with, or by, the Client team. During each tour, Mackenzie will photo document the project to identify aspects related to the proposed project that may inform decisions related to the operational needs and program of the project. All tours are estimated to occur over the course of a single day total, depending on the geographic location of the facilities.
- 3. **Facility Physical Condition Assessment:** Conduct a follow up site visit from Phase I including Mackenzie Architecture, Interior Design, Structural and Civil Engineering, and Mechanical, Electrical, and Plumbing Engineering. City staff will be on site during the site visit to discuss the history of the buildings and known deficiencies. On site review to include:
 - I. Review exterior envelope including wall and roof surfaces, windows, doors, and fenestrations.
 - II. Review observable structural systems and perform an ASCE 41-17 Standard Tier 1 general observation evaluation. This is a nationally recognized document for the assessment of a building's ability to perform during a seismic event, and a useful tool when observing the current condition of a building, which allows building owners to compare and prioritize the need for a seismic upgrade. The final design of the seismic upgrade is beyond the scope of this proposal.
 - III. Review mechanical, electrical, and plumbing systems and evaluate available projected lifespan of primary systems, including development of a life cycle cost analysis.
 - IV. Review and document ADA deficiencies through an accessibility checklist of non-conforming conditions.
- 4. **Physical Condition Report:** Following the physical condition assessment, a report will be prepared to document deficiencies previously identified, items found during the site visit, changes in the existing conditions, new code deficiencies, remaining service life of primary systems and materials, and recommendations to correct identified deficiencies or replacement systems and materials as necessary to support facility use over the next 10 years.
- 5. **Conceptual Design:** Utilizing the preferred site identified in Phase I develop initial conceptual design options to begin to describe the scale and relationship of project components and to begin to articulate the program, goals, and project vision established during the earlier Pre-Design efforts. Initial conceptual design options will be developed as follows throughout the conceptual design and reviewed at the subsequent meetings outlined:
 - A. **Meeting Core Team:** Meet once (1) with the Core Team with Client (at City of McCleary) to review conceptual site plan options, initial adjacency block diagrams, and visioning imagery boards where precedent images of civic facilities and other applicable buildings will be presented for attendees to review

and respond. Early scoping determinations by Client and final program confirmation will be utilized to develop the conceptual design further.

- B. Based upon feedback from the Core Team and building from the Pre-Design work, the design team will advance the conceptual design for a singular selected site option toward a refined site design plan and initial building massing/character designs. Up to two (2) building character designs will be developed to depict preliminary exterior materials and overall building design character. Up to one (1) final rendering of the selected character design will be provided.
- C. **Meeting Core Team:** Meet (at City of McCleary) to present refined conceptual design site and floor plans, as well as conceptual character design options, to the Core Team for selection of a preferred design option.
- D. Based on feedback from the Core Team, the design team will refine the conceptual design option for approval by the Core Team prior to presentation to City Council for recommendation of a preferred design option. Character options will include initial exterior material selections. In addition, preliminary building mechanical, plumbing, and electrical systems will be prepared for discussion with the City at the following design meeting.
- E. **Meeting Core Team: Final Concept Design | Building Systems:** Meet at City of McCleary to present refined conceptual design site and floor plan options, as well as conceptual character design options, to the Core Team for selection of a preferred design option for recommendation to City Council.

F. Deliverables:

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- I. Site Concepts:
 - a. Up to two (2) conceptual site plan options.
 - Space Planning Concepts:
 - a. Spatial needs assessment will lay out a cross function floor plan (adjacency block diagram).
 - b. Up to two (2) conceptual space plan block diagram options.
- III. Building Concepts:
 - a. One (1) conceptual floor plan based on selected conceptual block plan.
 - One (1) conceptual character design option rendering.
- 6. **Pre-design Report (PDF):** Based on the information gathered during the Pre-design Phase, Mackenzie will develop a Pre-design report consisting of the following deliverables and issue a draft report for Client review.
 - A. Introduction | Project Goals Summary.
 - B. Existing Facility Physical Condition Assessment Summary.
 - C. Space needs program.

b.

- D. Site Selection Criteria | Land Use Summary.
- E. Preliminary program site test fits defining major exterior and interior program relationships.
- F. Precedent studies and/or vision boards utilized during discovery.
- G. Conceptual Design of Selected Option.
- H. Preliminary pre-design cost estimate and project budgeting summary.
- 7. **Meeting City Council Presentation:** This City Council meeting will serve to provide a project update to City Council and additionally propose the recommended design option for approval. Initial project costing analysis will be prepared to accompany the proposed design recommendation. This meeting will serve to update the City Council on project progress and seek approval of a preferred design option. A maximum of a two (2) hour in person presentation, including Q&A, is anticipated.
- 8. **Community Engagement:** A component of citizen participation is anticipated by the Client to solicit input from the community. It is anticipated that the Client may hold one (1) in person open house and one (1) in person

workshop as part of this process. Scheduling of these events will be coordinated with the Phase II conceptual design advancement.

FEE SUMMARY

Our fixed fees for the disciplines and related design services described above are as follows:

TOTAL:	\$116,075
Estimated Reimbursables (b):	\$1,500
Pre-Design – Phase II (a):	\$67,437
Pre-Design - Phase I:	\$47,138

(a) The following tasks and associated fee values are included within Phase II, which could be considered as optional should the Client wish to not pursue.

Phase II - #2:	Facility Tours: \$4,135
Phase II - #3, II.:	Structural Assessment: \$5,000
Phase II - #5, b.:	Conceptual Massing/Character Design: \$11,132

(b) Reimbursable expenses (printing, copying, deliveries, ride share vehicles, application-based transportation, mileage, etc.) are not included in the fee outlined above and will be invoiced at 1.12 times cost.

ASSUMPTIONS

Please review and notify Mackenzie if Client believes that any of the Assumptions listed here are either inaccurate or unreasonable prior to project commencement. Please also notify Mackenzie if any additional clarity is needed for the Client to fully understand these Assumptions. In addition to the Scope of Services outlined above, we have assumed the following:

1. Client-Provided Consultant Services

- 1.a. Client will provide current electronic files of existing building(s), Revit Models of existing City facilities, land survey (ALTA/Boundary/Topographic) including legal description, wetlands delineations, geotechnical reports, environmental report, any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.
 - 1.a.i. Clients' geotechnical engineer shall provide paving recommendations and related paving specifications.
 - 1.a.ii. Recording of surveys, deeds, easements, final plat, or other real estate documents will be the responsibility of the Clients, Clients' attorney, and/or Clients' surveyor.
- 1.b. Scope and fee are based on Client not hiring a third party Client Representative to act on their behalf during any phase(s) of the project. If a third-party PM is hired by the Client, Mackenzie reserves the right to estimate scope and fee impacts that will result in additional services.

2. Scope of Service Acknowledgements

- 2.a. Mackenzie Scope of Service and fees are based on project phases running in sequential order without overlap, delay, pause, or project being put on hold for any reason between phases.
- 2.b. Fees are based on the estimated schedule duration as defined in phases above. If phase duration(s) are increased for any reason, we will need to assess and address those impacts in terms of scope, fee, and/or schedule as necessary via additional services.
- 2.c. Subject to the applicable Standard of Care, Mackenzie will design the Project in accordance with applicable laws, including current Federal ADA Accessibility Standards and as required by the Authority Having Jurisdiction (AHJ) for Building Permit per the AHJ's current edition of the governing building code, and by reference therein ANSI ICC/A117.1 ("Building Code") for new construction. Notwithstanding the foregoing sentence, the Client acknowledges that various governmental codes and regulations, including without limitation the ADA and FHA, are subject to varying and sometimes contradictory interpretation and that the ADA is not a detailed building code. In the case of such conflicts or differing interpretations, Mackenzie will notify the Client thereof and will endeavor to design to the most stringent interpretation acceptable to the AHJ.
- 2.d. All meetings will occur at the City of McCleary (or as noted above), other than construction site meetings, unless specifically noted otherwise within the Scope of Services outlined above. We will record and distribute minutes following each meeting for all meetings through all phases up to Construction Contract Administration.

3. Existing Conditions

- 3.a. Building/Site Renovation: Mackenzie will work with the Client to align on the Client's program for the Project, including goals and objectives, and will develop the design in accordance with applicable codes and laws, subject to and in accordance with the applicable standard of care. Clients acknowledges that Projects involving additions and remodels of existing sites/buildings (compared to new construction) create more uncertainty and subjectivity as to code and law interpretation and increases the chance that applicable agencies will have differing interpretations that might require redesign services. Such agency interpretations may not be made known until the Construction Documents and/or Plan Check phase of the Project. Accordingly, Client acknowledges and agrees that Mackenzie expressly excludes any services necessary to address these types of differing code and law interpretation issues from Mackenzie's Scope of Services, and that such services (including any necessary redesign services) will, upon Client's approval, be performed by Mackenzie as an additional service.
- 3.b. Conditions not depicted on available existing site and/or building documents, provided by the Client, or readily visible on project walkthroughs are excluded. Such impacts will be evaluated at the time of discovery and addressed via additional services as necessary.
- 3.c. Mackenzie will rely on Client-provided existing facilities information for project, including but not limited to type of construction, building area, occupancy classification, and other such parameters affecting design, construction documents, and permitting.

4. Client and Jurisdiction Approvals

4.a. The Client will approve the Documents at the conclusion of each phase prior to proceeding with the next phase. Redesign efforts after prior Client approvals, including but not limited to Client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes,

will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.

5. Standard Design Items

5.a. Square footage calculations will be provided as required to confirm compliance with building and zoning code requirements only.

6. Unique Design Services

6.a. The Client will not be pursuing sustainability certification for the project (i.e. LEED, Green Globes, WELL, etc.).

7. Graphics/BIM

- 7.a. Mackenzie will utilize Revit as the documentation platform for the project. Our proposed scope/fee is based on the Revit model Level of Development (LOD) of 200 - 300 as necessary for Mackenzie to facilitate design and produce Construction Documents. We anticipate that Client consultants/vendors will also utilize Revit for their documentation, will be responsible for modeling and detailing their respective components, and will comply with Mackenzie's expectations for document control standards. Mackenzie will develop the base model file and provide it to the consultant team for coordination.
- 7.b. Regardless of level of Revit Model Level of Development (LOD) and anticipated and/or non-anticipated use by the Client, Client's consultants, vendors, General Contractor and/or any other third party not the original author of the Revit model and data contained therein; with or without Mackenzie's knowledge, nothing in the Revit model supersedes the formally issued stamped and signed hard copy Construction Documents.

8. Expenses/Billing

8.a. Client is responsible for all fees paid to public bodies having jurisdiction over the project.

9. Mackenzie Consultant Services

9.a. For additional Assumptions related to the Scope of Services of our retained consultant, refer to their attached proposal.

EXCLUSIONS

Please review and notify Mackenzie if Client believes that any of the Exclusions listed here are to be included in Mackenzie's Scope of Services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Client to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services. Although excluded from our services these may be required to be provided by Client for execution of the project.

1. Client-Provided Consultant Services

- 1.a. Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications.
- 1.b. Geotechnical Engineering investigation/testing and related specifications.
- 1.c. Pavement design and related specifications. These specifications are typically provided by the Client's Geotechnical Engineer.
- 1.d. Hazardous materials mitigation design.

1.e. Coordination of Client-provided consultants not identified at the date of this proposal.

2. Land Use Process/Permitting

- 2.a. Environmental review such as SEPA (State of Washington), DEQ, EPA, etc.
- 2.b. Sensitive lands and/or wetland delineation and/or mitigation design/approvals.
- 2.c. Appeals, variances, public hearings, land use approvals, conditional use reviews, or any required adjustments other than as specifically outlined within our Scope of Services above.
- 2.d. Meetings with public agencies or other meetings other than those specifically identified in Scope of Services above.
- 2.e. Formal Building code interpretation requests and/or appeals.

3. Standard Design Items

- 3.a. Square footage calculations beyond those required to confirm compliance with building and zoning code requirements. (Calculation of gross, net, and rentable square footages, such as BOMA calculations, are not included).
- 3.b. Any redesign efforts, including any revisions to the Documents, related to value engineering (VE) or other process(es) to reduce the construction cost (estimated, bid or actual) of the Work from that which is depicted in the Documents. Any redesign and subsequent revision to the Documents related to VE or other processes to reduce the construction cost (estimated, bid or actual) of the Work, shall be via Additional Services Agreement approved by Client in writing prior to the execution of such services by Mackenzie and/or our consultants.

4. Other Design Disciplines

- 4.a. Traffic Engineering, Planning, Analysis.
- 4.b. Acoustical engineering design and/or services.

5. Unique Design Services

- 5.a. Graphics and/or signage design, permitting, and related coordination.
- 5.b. Furniture selection, specifications, requirements and all related coordination.
- 5.c. Sustainability Certification Services.

6. Graphics/BIM

- 6.a. Presentation-level 3D renderings other than conceptual studies to describe design intent or as utilized as part of Mackenzie's design process unless specifically noted within our Scope of Services above.
- 6.b. Marketing materials.
- 6.c. Use of CAD Drawings or BIM models by any parties other than the design team.

7. Expenses/Billing

- 7.a. Reimbursable expenses.
- 7.b. Special billing requirements required by Client outside of Mackenzie's standard billing procedures.
- 7.c. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.

It is our understanding the project will start immediately. If the proposal is agreeable to you, we will prepare an Agreement for Professional Services for your review and approval. Please note that this proposal is valid for 90 days.

We look forward to working with the City of McCleary on this new project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,

Kim Doyle Project Manager Brett Hanson Principal in Charge, Architect of Record

Enclosure(s): Attachment A – Wiggins Preconstruction Services proposal dated July 27, 2023 and October 10, 2023 Attachment B – BCE Engineers, inc. proposal dated October 10, 2023 Attachment C – Hourly Billing Rate Schedule Attachment D – Reimbursable Rates Schedule