

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, dated as of _____, is entered into by and between the City of McCleary, (“Client”) and Mackenzie, Inc., (“Consultant”).

Section 1. The Services

1.1. Consultant shall perform the services described in the Scope of Services and Cost proposal for each proposal accepted by the Client.

1.2 Except as otherwise specifically provided in this Agreement, Consultant shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Agreement; personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by the Consultant under this Agreement are sometime collectively referred to in this Agreement as “Services”.

1.3 All provisions of this Agreement are intended to be complementary, and any services required by one and not mentioned in another shall be performed, to the same extent as though required by all. Details of the services are not necessary to carry out the intent of this Agreement, but that are not expressly required, shall be performed or furnished by Consultant as part of the Services, without any increase in the compensation otherwise payable under this Agreement.

Section 2. Schedule

2.1 Consultant shall commence, prosecute and complete such Services on a schedule as directed by Client.

Section 3. Compensation

3.1 As full compensation for satisfaction performance of the Services, Client shall pay Consultant the compensation described in the Scope of Services and Cost proposal.

3.2 Consultant shall submit each calendar month; invoice for the compensation payable under this Agreement for the Services performed during the preceding period. Each of Consultant’s invoices shall set forth a detailed description of Services performed during the applicable month, the number of hours spent performing such Services and any reimbursable costs and expenses incurred in connection with such Services.

3.3 Client shall pay each of Consultant’s invoices within thirty (30) days after receipt of Consultant’s invoices.

Section 4. Performance by Consultant

4.1 Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of Client. Any such delegation or subcontracting without Client's prior written consent shall be voidable at Client's option.

4.2 No delegation of subcontracting of performance of any of the Services, with or without Client's prior written consent, shall relieve Consultant of its responsibility to perform the Services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and other omissions of Consultant's employees, Consultant's subcontractors and any other person who furnishes any services (collectively, the "Support").

4.3 Consultant shall at all times be an independent contractor and not an agent or representative of Client with regard to performance of Services. Consultant shall not represent that it is, or hold itself out as, an agent or representative of Client. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of Client.

4.4 Consultant shall perform the Services in a timely manner and in accordance with the standards of the profession used by professionals performing the same or similar services in the same geographic area. At the time of performance, Consultant shall be properly licensed, equipped, organized, and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.

4.5 Consultant shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services.

Section 5. Compliance with Laws

5.1 Consultant shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Client and applicable to the Services). Consultant shall furnish such documents as may be required to effect or evidence such compliance. All laws, rules, orders, required to be incorporated in agreement of this character are incorporated in this Agreement by this reference.

Section 6. Inspection: Examination of Records

6.1 The Services shall, at all times, be subject to inspection by and with the approval of Client but the making of (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding Client's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Consultant shall provide client sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

6.2 Consultant shall promptly furnish Client with such information related to Services as may be requested of Consultant.

Section 7. Proprietary and Confidential Information

7.1 Consultant shall not, without the prior written consent of Client, disclose to third parties any information received in connection with the Services unless:

- (a) the information is known to Consultant prior to receiving the same directly or indirectly in connection with the Services;
- (b) the information is in the public domain at the time of disclosure by Consultant; or
- (c) the information is received by Consultant from a third party who does not have an obligation to keep the same confidence.
- (d) except as required by law or legal process.

Section 8. Indemnities and Hold Harmless

8.1 Subject to the limitations set forth in paragraph 8.2, Consultant shall indemnify and hold harmless Client from and against all claims, cost liabilities, damages, and expenses, (including, but not limited to, reasonable attorney's fees) to the extent caused by:

- (a) any fault, negligence, liability of Consultant in connection with the services of this Agreement;
- (b) any lien asserted upon any property of Client in connection with the Services or this Agreement;
- (c) any failure of Consultant, or the Services to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereinafter in effect, of any governmental authority; or
- (d) any material breach of or default under this Agreement by Consultant.

8.2 As permitted by applicable law, paragraph 8.1 shall apply. However, paragraph 8.1 shall not require Consultant to indemnify Client against any liability for damages arising out of bodily injury or property damages caused by or resulting from fault or negligence of Client. Further, in the case of concurrent negligence of Consultant on the one hand and Client on the other hand, Consultant shall be required to indemnify Client only to the extent of the negligence of the Consultant.

8.3 Except as expressly provided herein, in no event shall either party be liable to the other party in connection with this Agreement, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, incidental or punitive damages, even if that party has been advised of the possibility of such damages; or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.

Section 9. Workers' Compensation and Insurance

9.1 With respect to all persons performing the Services, Consultant shall secure and maintain in effect all all times during performance of Services, coverage or insurance in accordance with applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Consultant shall furnish to Client such assurance and evidence of such coverage or insurance (such copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as Client may request.

9.2 Consultant shall secure and maintain insurance with provisions, coverage, and limits substantially as specified in the attached certificate of insurance, endorsement and/or schedule of insurance requirements or, if none is attached, with such provisions, coverage, and limits as Client may from time to time specify to protect Client, its successors and assigns, (collectively, the "Additional Insured") from any claims, losses, harms, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorney's fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to the Services. Upon Client's request, Consultant shall furnish Client with such additional insurance and evidence of such insurance (such as copies of all insurance policies) as Client may request. Within thirty (30) days after any renewal or any notice of termination, cancellation, expiration, or alteration in any policy of insurance required under this Agreement, Consultant shall deliver to Client a certificate of insurance acceptable to Client wit respect to any replacement policy.

9.3 All policies of insurance required under this Agreement shall:

- (a) be placed with such insurers and under such forms of policies as may be acceptable to Client;
- (b) with the exception of workers' compensation, employer's liability and professional liability insurance, be endorsed to name the Additional Insured as additional insureds;
- (c) with the exception of workers' compensation, employer's liability and professional liability insurance, apply severally and not collectively to each insured against whom any claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company's limits of liability as set forth in the insurance policy; and
- (d) provide that the policies shall not be cancelled, or their limits or coverage reduced or restricted without giving at least thirty (30) days prior written notice to the appropriate contract services personnel of Client.

Section 10. Changes

10.1 Client and Consultant, at any time in writing, may make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and change to Schedule A and location of performance).

10.2 If any changes under paragraph 10.1 causes an increase or decrease in costs of the time required for performance of the Services an adjustment in the compensation and schedules under this Agreement shall be made to reflect such increase or decrease, and this agreement shall be modified in writing accordingly. Such adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed and the loss anticipated profit shall not reduce the decrease in compensation under this Agreement resulting from such exchange. Further, Consultant shall not be entitled to any relocation of cost, profit, or overhead.

Section 11. Termination

11.1 Client may, by written notice thereof to Consultant, terminate this Agreement as to all or any portion of the Services not performed, whether or not Consultant is in breach or default. Upon receipt of any such notice of termination, Consultant shall, except as otherwise directed by Client, immediately stop performance of the Services to the extent specified in such notice. Consultant shall have the same termination rights as Client in Section 11.

11.2 In the event of termination pursuant to paragraph 11.1, Consultant shall be paid the amount due and owing up through the termination date. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipate profit on Services not performed on account of such termination.

11.3 If Client purports to terminate or cancel all or any part of this Agreement for Consultant's breach or default when Consultant is not in breach or default which would permit such termination or cancelation, such termination or cancelation shall be deemed to have been terminated by Client pursuant to paragraph 11.1 and the rights of the parties shall be determined accordingly.

Section 12. Miscellaneous

12.1 Any notice, request, designation, direction, statement or other communication under this Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the attention of:

Client:

City of McCleary
Attn: Chad Bedlington
100 S 3rd Street
McCleary, WA 98557

Consultant:

Mackenzie Inc
Attn: Brett Hanson
101 E 6th Street, STE 200
Vancouver, WA 98660

Email: chadb@cityofmccleary.com

Email: aharris@atwell-group.com

12.2 Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Client. For the purposes of the foregoing, any transfer of a controlling interest in Consultant (e.g., by a transfer of Securities

or otherwise) shall be deemed an assignment of this Agreement. Any assignment without Client's prior written consent, shall relieve Consultant from its responsibilities to perform the Services in accordance with this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully binding upon, and be enforceable by the successors, assigns, and legal representatives of the respective parties to this Agreement.

12.3 The obligations of Consultant and Client under Sections 6, 7, 8, 11, and 12, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.

12.4 The rights and remedies of the Client or the Consultant set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to the Client or the Consultant by any other provision of this Agreement or by law.

12.5 This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provisions of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.

12.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof; and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are of any weight in the implementation or construction of the provisions of such sections.

12.7 Consultant shall not commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington or the District Court of the United States, Western Division, State of Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in Client's County and of the District Court of the United States, Western Division, State of Washington.

12.8 This Agreement shall be interpreted, construed, and enforced in all respects in accordance with laws of the State of Washington.

CITY OF MCCLEARY:

Printed Name: _____

Title: _____

Signature: _____

Dated: _____

MACKENZIE, INC:

Printed Name: _____

Title: _____

Signature: _____

Dated: _____

August 1, 2023 (*Revised February 14, 2024*) (*Revised March 5, 2024*)

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

Re: **McCleary City Hall Programming**
City Hall | EOC | Police | Fire | Daycare Space / Public Works
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 Programming Services for the City Hall, Emergency Operations Center (EOC), Public Works, Police, and Fire Station campus.

Mackenzie’s integrated team of design professionals will provide architectural/interior design and land use planning services for the above project Programming Phase 1. Mackenzie will retain Wiggins Preconstruction Services (Cost Estimating) to complete the team. See attached proposal from our consultant (Attachment A). In addition, we have provided a summary of optional future services to be considered for a future separate contract.

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 will schedule bi-weekly 30-minute conference call check-ins 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 programming reports, etc.) that can be utilized by the Core Team to inform staff and City Council of project progress.

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. Project schedule:
 - A. Phase 1 Programming Completion: Approximately 4-6 weeks 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. The City would like to evaluate the programming needs for their City offices and departments. A programming report created by Mackenzie will tabulate floor area needs that will be used as a basis for a high-level rough order of magnitude cost estimate by Mackenzie and our consultant to construct all new building(s). The programming report will be used by the Client to obtain funding for future phases. Future phases (future optional scope) will include design and construction.
2. The City currently has a campus at South 3rd Street and Simpson Avenue in McCleary. The campus currently has the following buildings and uses:
 - A. 100 South 3rd Street: City Hall, City Council, Public Utility office, Public Works office, and Police Department.
 - B. 100 Simpson Avenue: Fire Station.
 - C. 100 Simpson Avenue: Storage shed behind fire station.
 - D. 100 Simpson Avenue: McCleary Light and Power Office/Utility Shed.
 - E. 118 South 3rd Street: Storage shed.
3. The City of McCleary would like to evaluate their facilities for the following programming needs:
 - A. City Hall.
 - B. Daycare facility by a partner operator. (For the purpose of inclusion in building area consideration, the Client will provide the square footage areas needed for this partner use.)
 - C. School district office leased space. (For the purpose of inclusion in building area consideration, the Client will provide the square footage areas needed for this leased use.)
 - D. An emergency operations center to include the Police and Fire Department.
 - E. Public Works offices.
 - F. Light and Power offices.
 - G. The Client may choose to include space in their campus 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). (For the purpose of inclusion in building area consideration, the Client will provide the square footage areas needed for these leased uses.)

The project could be considered as one (1) all-encompassing building or campus or considered across more than one site depending on availability of land and possible utilization of the existing site. For phase one programming, the cost estimate will be based on one option for either a combined building or separate buildings as decided by the Client during the programming effort.

SCOPE OF SERVICES

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

In this proposal scope of work:

1. Phase 1: Programming

Optional future services:

1. Phase 2: Pre-Design*
2. Phase 3: Concept Design*
3. Phase 4: Schematic Design through Construction Contract Administration*
 - A. Schematic Design
 - B. Design Development
 - C. Construction Documents
 - D. Permitting
 - E. Bid Assistance
 - F. Construction Contract Administration

*Scope and fee are provided for Phase 1 only in this proposal. A summary of suggested scope for Phases 2 through 4 is provided in this document as optional services, to be negotiated at a future date.

The following services are provided by Mackenzie through outside consultants for Phase 1. The scope of services for our consultant is defined in their attached individual proposal (Attachment A).

Cost Estimating – Wiggins Preconstruction Services

Phase 1: Programming

Time Duration: 4-6 Weeks

Programming is a critical phase in any public project, and establishes the vision, goals, needs, and priorities necessary in the subsequent design process. Efforts during this phase 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 and forecast near and long-term space needs.

- A. **Meeting – Core Team:** Conduct one (1) virtual project kickoff meeting via Teams with the City of McCleary to initiate the Programming Phase. Design team attendance will include Mackenzie architecture. This meeting will serve as:
 - A. A project initiation meeting to introduce the Core Team with point of contact, communication flow, project tasks, process, and schedule.
 - B. Review of the goals of the site tour.

- C. Review of the goals of the programming workshop.
- D. Minutes for this meeting will be prepared by Mackenzie.
- B. **Meeting (Programming Workshops) – Core Team and Key Stakeholders:**
 - A. We will issue a program questionnaire in advance of the programming workshop.
 - B. Provide a programming workshop at the City of McCleary with Client-identified key staff for program interviews. The workshop will 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, and preliminary adjacencies. Design team attendance will include Mackenzie architecture. At the culmination of the interviews, Mackenzie will facilitate an overview discussion with the Core Team to review information collected that will be the basis for advancing to program documentation.
 - C. In conjunction with the programming workshop, Mackenzie will tour the existing City Facilities with stakeholders and discuss any current facility challenges, space limitations, and operational areas of improvement, to support the stakeholder’s evaluation of their programming needs.
- C. **Programming:** Based on the programming workshop, Mackenzie will develop a programming needs assessment matrix to capture information from questionnaires and staff interviews. The programming document will encompass staffing and program needs for immediate, near-term, and growth for a 30-year projection. Space allocations will include space sizes, quantities, and unique requirements specific to individual needs. A draft program matrix will be released for Client review.
- D. **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 identifying scoping 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.
- E. **Meeting – Core Team:** Meet virtually via Teams to review the preliminary project 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.

FEE SUMMARY

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

Phase 1 Programming:	\$26,500
TOTAL:	\$26,500

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.

OPTIONAL FUTURE SERVICES

Future Next Steps (Optional)

Phase 2:

1. **Pre-Design:**
 - A. **Site Selection/Evaluation:** Work with Client to determine appropriate site evaluation criteria.
 - B. Evaluate up to three (3) available sites, inclusive of the current City campus, 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.
 - 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.
 - G. Master Plan Site Test Fits: Utilizing the space needs program and site evaluation information each of the selected sites (up to three (3), inclusive of the current City campus) 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.
2. **Existing facilities assessment:**
 - A. Develop electronic drawings that represent the existing buildings at the current campus at South 3rd Street and Simpson Avenue in McCleary.
 - B. Conduct a site visit 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 mechanical, electrical, and plumbing systems and evaluate available projected lifespan of primary systems, including development of a life cycle cost analysis.
 - III. Review and document ADA deficiencies through an accessibility checklist of non-conforming conditions.
 - IV. The Client does not have as-builts of the current buildings. The design team will survey the existing buildings for the purpose of documenting existing floor plan dimensions. Documents are not to serve as precise as-built documents. Mechanical, electrical, and plumbing drawings are not anticipated to be updated.
 - C. Seismic Assessment for existing facilities:
 - I. Perform an in-person site visit to review observable structural systems and perform an American Society of Civil Engineers (ASCE) 41 Standard Tier 1 general observation evaluation for one (1) of the selected sites. ASCE 41 is a nationally recognized document for the assessment of a building's ability to perform during a seismic event; it is a useful tool which allows building owners to understand if

there exists the need for a seismic retrofit. Provide a report that summarizes the findings of the ASCE 41 Tier 1 checklists and list structural deficiencies noted. The conceptual design of seismic retrofit schemes is beyond the scope of this proposal.

Phase 3: Concept Design

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:** During programming, 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 one to two (1-2) day(s) total, depending on the geographic location of the facilities.
3. **Conceptual Design:** 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 police 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 toward a refined site design plan and initial building massing/character designs. Building character designs to depict preliminary exterior materials and overall building design character.
 - 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:**
 - I. Site Concepts:
 - a. Up to two (2) conceptual site plan options.
 - II. 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.
- 4. **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 Observation Summary.
 - C. Space needs program.
 - 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.
- 5. **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 presentation, including Q&A, is anticipated.

Phase 4: Schematic Design through Construction Contract Administration

- 1. Schematic Design.
- 2. Design Development.
- 3. Construction Documents.
- 4. Permitting.
- 5. Bid Assistance.
- 6. Construction Contract Administration.

Schedule for Optional Services

- 1. Phase 2 Pre-Design: Approximately 2-3 months.
- 2. Concept Design: Approximately 2-3 months.
- 3. Construction Documents Completion: Approximately 8-9 months.
- 4. Permitting: Approximately 4-5 months.
- 5. Construction Bidding: Approximately 7-8 weeks.
- 6. Construction: Approximately 12-14 months construction.

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. Programming scope does not include leased spaces for Gray's Harbor. The Client may provide areas for inclusion in overall building area considerations.

2.c. 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.d. 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.e. All meetings will be virtual via Teams Meetings (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 (Attachment A).

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. Mechanical/Plumbing/Electrical engineering.
- 4.c. Fire Protection and/or Fire Alarm Engineering.
- 4.d. 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,

Rachel Hedlof
Senior Associate, Project Manager

Enclosure(s): Attachment A – Wiggins Preconstruction Services proposal dated March 4, 2024
Attachment B – Hourly Billing Rate Schedule
Attachment C – Reimbursable Rates Schedule

c: Brett Hanson – Mackenzie



Rachel Hedlof
Mackenzie

March 4, 2024

Dear Rachel,

Thank you for inviting Wiggins Preconstruction Services to join your team on this important project. Below you will find a fee proposal to perform cost estimating services for the **McCleary Civic Campus - Phase 1 Programming Report**. This proposal of **\$3,630** covers a single deliverable as shown.

Estimate Level: ROM Programming (2 to 3 schemes)

Scope	Hours	Rate	Ext.
Project Management & Meetings	2	\$165.00	\$330
ROM Cost Estimating (all scopes)	16	\$165.00	\$2,640
Estimate Presentation, Adjustments, & Pricing Break Outs	4	\$165.00	\$660
Fee Total*			\$3,630

*Estimating Fees Clarifications

Estimates will be single page cost per square foot studies (detailed cost models will not be included).

Fees include all expenses.

Fees are for construction cost estimating only. Soft costs estimating is excluded.

Respectfully,

Matt Wiggins

Principal

Wiggins Preconstruction Services

M: 360.870.5100 **E:** mattw@wigginsprecon.com

MACKENZIE.

P 503.224.9560 ■ F 503.228.1285 ■ W MACKENZIE.INC
RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ■ Vancouver, Washington ■ Seattle, Washington

HOURLY BILLING RATE SCHEDULE*

PRINCIPALS	\$ 175 – \$ 300
ARCHITECTURE/LANDSCAPE	
Design Director	\$ 190 – \$ 250
Senior Project Architect	\$ 170 – \$ 270
Project Architect I – III	\$ 110 – \$ 215
Architectural Designer II-III	\$ 90 – \$ 185
Architectural Designer I	\$ 65 – \$ 100
Designer/Drafter	\$ 60 – \$ 95
Intern	\$ 60 – \$ 90
ENGINEERING	
Senior Project Engineer	\$ 160 – \$ 250
Project Engineer I – III	\$ 105 – \$ 210
Designer I – II	\$ 85 – \$ 165
Transportation Analyst I – II	\$ 70 – \$ 120
Designer/Drafter	\$ 85 – \$ 150
Intern	\$ 65 – \$ 100
PLANNING	
Senior Project Planner	\$ 150 – \$ 235
Project Planner I – IV	\$ 95 – \$ 220
Permit Coordinator	\$ 60 – \$ 100
Assistant Planner	\$ 70 – \$ 120
Intern	\$ 60 – \$ 90
INTERIOR DESIGN	
Senior Project Interior Designer	\$ 150 – \$ 230
Interior Designer III – V	\$ 100 – \$ 175
Interior Designer I – II	\$ 70 – \$ 135
Intern	\$ 60 – \$ 90
ADMINISTRATION	
Administrator	\$ 70 – \$ 190
Word Processor	\$ 85 – \$ 115
Graphic Artist	\$ 85 – \$ 130

*Subject to change April 2024

REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

IN-HOUSE PRINTING

Scanning – Black & White

Small Format: \$0.25/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet
(Including Half Size)

Scanning – Color

Small Format: \$0.50/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet
(Including Half Size)

Printing/Copying – All Sizes

Black & White: \$0.21/sq. ft.
Full Color: \$4.00/sq. ft.

Fax

Local: \$1.00/sheet
Long distance: \$1.30/sheet

OTHER IN-HOUSE REIMBURSABLE ITEMS

Check Generation Fee

\$25.00

Automobile Mileage

Billed according to IRS guidelines

Delivery Service

Fixed rates: \$7.75 to \$54.40
(depending on mileage)

Data Supplies

CD documentation: \$15.00
DVD documentation: \$30.00

Report Binder

Without tabs: \$3.00/book
With tabs: \$4.00/book

Foamcore:

\$4.25/sheet