

MACKENZIE.

September 27, 2021

City of St. Helens
Attention: Matt Brown
265 Strand Street
St. Helens, OR 97051

Re: **St. Helens Public Safety Building**
Project Number: 2210310.00

Dear Matt,

Mackenzie appreciates this opportunity, and we are pleased to present to the City of St. Helens (“Client”) the following Scope of Services and fee proposal for your Public Safety Building.

Per our conversations, Mackenzie’s integrated team of design professionals will provide architectural, interior design, structural engineering, civil engineering, landscape architecture, traffic engineering, and land use planning services for the above project. We believe an integrated strategy provides a unique capacity for creative problem solving: each discipline is informed by its neighbors, with an ongoing cross-pollination of ideas and processes. Working within a well-understood team framework, colleagues with widely variable areas of experience have the opportunity to form creative partnerships and tease out solutions that aren’t obvious within the bounds of a single discipline.

Our team has been chosen specifically for their technical knowledge and design expertise related to this project type, with a demonstrated ability to successfully deliver project with a high level of client service. Our team is composed of the following staff and roles:

- Jeff Humphreys – Principal in Charge, Architect of Record
- Adam Olsen – Project Manager
- Christopher Hope – Project Architect
- Thomas Peck – Design Lead
- David Linton – Structural Engineer of Record
- Alexis Bauer – Interior Designer
- Nicole Ferreira – Landscape Architect
- Bailey Currier – Civil Engineer
- Brian Varricchione – Land Use Planner
- Brent Ahrend – Traffic Engineer

In addition, Mackenzie will retain PAE Engineering (PAE) for mechanical, electrical, plumbing, and low-voltage engineering services, Construction Focus, Inc. to provide construction cost estimating services, and SSA Acoustics for acoustical consulting. The services are described within the following scope. See Attachment A for the PAE proposal, Attachment B for the Construction Focus, Inc. proposal, and Attachment C for SSA Acoustics proposal.



- Dave Williams – PAE, Mechanical/Plumbing Engineer of Record
- Brandon Watt – PAE, Electrical /Lighting Engineer of Record
- Ryan Sennett – PAE, Technology Designer of Record
- Andrew Comstock – PAE, Mechanical/Plumbing
- Karina Hershberg – PAE, Electrical
- Brent Medsker – PAE, Lighting
- David Koukel – PAE, Technology
- Steve Gunn – Construction Focus, Inc. (CFI)
- Alan Burt – SSA Acoustics

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 design.

1. We've based our proposal on the "High Option" in Mackenzie's "St. Helens Police Needs Assessment" report, dated April 8, 2021. We understand the total budget for this project will be approximately \$18,456,756 inclusive of construction costs and soft costs.
2. We understand the preliminary schedule to include a start date of October 2021 with a substantial completion date of January 2024.
3. The project will develop a site area of approximately 2.3 acres and be composed of a one-story Public Safety Building with a total building area of approximately 23,000 square feet (SF).
4. The building is to be mostly steel framed with metal deck roofing with a Cross Laminated Timber (CLT) high roof supported by Glu-lam structure at the public/community area. There will be exterior covered parking (roof overhang), a trash enclosure, and rooftop solar panels to meet the 1.5% Green Energy Technology (GET) requirement, and rooftop RTU screen.
5. The site location is City-owned property at the intersection Old Portland Road (south side) and Kaster Road (east side).
6. Based on the Needs Assessment, the site should accommodate approximately 105 total parking stalls (66 secure, 39 public), some of which is covered (approximately 10 stalls), security gates, and transformer & generator area.
7. The site is to accommodate a future roundabout at the intersection. The roundabout design scope is not part of Mackenzie's proposal.
8. The design will include half-street improvements on three frontages. It will also include a right-of-way extension from the SE road (7th) to meet a nearby street (for additional emergency vehicle access/egress).
9. The site will incorporate vacated street right-of-way at the east end of the property. The street vacation scope is not part of Mackenzie's proposal.
10. There is a 100-year floodplain and a 500-year floodplain on site. The site shall include a retaining wall to address flood plain issues. Floodplain accommodations are to occur with the use of site fill and regrading so that the building and parking is +3ft above the 100-year flood plain elevation and meets Building Code provisions for essential facilities.
11. Wetlands are located near the site. No impacts to the wetland are proposed, though alterations are proposed within the wetlands.

12. The current site is zoned both General Residential (R-5) and Light Industrial (LI) and City staff has indicated that no lot line adjustments or rezoning are required to accommodate the facility.
13. The project is to be delivered through a traditional Design-Bid-Build construction process. The proposed project schedule is included as Attachment E.
14. Client's General Contractor will provide fire suppression/fire alarm systems (excluding sprinkler design at the CLT roof), security, solar panel support, and landscape irrigation on a design-build basis. The Client's General Contractor and design-build trades will provide timely information and coordination with Mackenzie and our consultants as needed to maintain the project schedule and development of the design.
15. The work is to include a monument sign ("St. Helens Public Safety Building") to be installed adjacent to the plaza in the NW corner of the building as depicted on pages 91 (05-12) and 92 (05-13) of Needs Assessment (Attachment D).

The following phases of the project are included in Basic Services. The scope of services with tasks and deliverables by phase for each of our in-house disciplines is defined in the following discipline-specific Scope of Services, and for our hired consultants per their attached proposals.

SCOPE OF SERVICES

We have organized our Scope of Services into the following phases of work, which are detailed below:

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

Schematic Design (SD phase)

Time Duration: 13 weeks

Provide Schematic Design documents based on the mutually agreed-upon program and schedule. The Schematic Design documents shall establish the conceptual design of the project illustrating the scale and relationship of the project components.

Schematic Design shall include:

1. Meet with key staff and the Client remotely via "Microsoft Teams" video conference to kick off project services and Schematic Design phase, define overall project goals, objectives, budget, work scope, team roles/responsibilities, schedule, project milestones and identify key stakeholders. The following disciplines will attend the kickoff meeting: Architectural, Interior design, Structural engineering, Civil engineering, Landscape architectural, Traffic engineering, Land use planning, and PAE. Meeting minutes for this meeting will be prepared by Mackenzie.
2. Provide up to one (1) discovery session meeting via "Microsoft Teams" video conference with the key Client stakeholder group to establish a thorough understanding of the project vision, goals and objectives. We will work with the Client to identify opportunities, challenges, and big picture goals for the project. This will serve as a road map going forward. We will also review site and building components in detail including: Program elements and

their relative size and space needs, support and amenity space requirements, preliminary adjacencies, and possible orientation on the site.

3. Develop initial vision/program summary to capture information from discovery session.
4. Hold weekly project meetings with the Client and their key staff via videoconferencing, unless noted otherwise in the proposal below.
5. Develop conceptual site plan, if appropriate, and preliminary building plans, sections, and elevations, study models, perspective sketches, 3D/BIM modeling, or combinations of these media.
6. Develop preliminary options of major building systems such as energy conservation, HVAC, mechanical, electrical, lighting, and plumbing, utilities, etc. and construction materials.
7. Interior concepts and floor plans will be refined from the conceptual design options.
8. Assemble up to two (2) preliminary Interior finish material palettes for review with Client. Material palettes will include preliminary lighting concepts, through manufacturer cut sheets or concept imagery and conceptual furniture plans to convey general size, style and location only. It is assumed that one (1) palette will be selected for refinement in next phase.
9. Meet in person to review Interior finish material palettes and receive feedback.
10. Identify any planning and zoning criteria [setbacks, driveway location, building orientation issues, etc.] that might affect the site layout.
11. Meet remotely via "Microsoft Teams" video conference to review and approve conceptual design.
12. Develop and refine Schematic Design documents.
13. Issue 100% Schematic Design documents for Client review.
14. Coordinate with Mackenzie's cost estimator, who will complete a cost estimate, utilizing the 100% Schematic Design set as the basis for the cost estimate. The cost estimate will be completed to an AACE Class 2 level.
15. Prepare one (1) preliminary jurisdictional fee estimate spreadsheet, using the 100% Schematic Design set as the basis for the fee estimate.
16. Should it be necessary and as an additional service, Mackenzie and the cost estimator will work closely with the Client in a value engineering effort to refine the design to conform to the Client's budget considering building systems, materials, constructability, schedule, construction access and any other elements that will affect construction quality, cost, schedule, and durability.
17. Prepare for and attend, in person a City Council meeting to present updates on the project design, schedule, and budget. The following Mackenzie disciplines will attend this meeting: Architecture.
18. Prepare material for pre-application meeting with the City of St. Helens Planning Department.
19. Attendance at the pre-application meeting by Mackenzie architect, civil engineer, and land use planner. Mackenzie will develop meeting notes from the pre-application meeting for review with the Client.
20. Obtain written approval from Client to proceed with Design Development.

Deliverables

1. Schematic Design Set to include the following:
 - A. Cover/title sheet.
 - B. Civil/Landscape Drawings:
 - I. Existing conditions plan.
 - II. Site demolition plan.
 - III. Site plan.
 - IV. Grading plan.

- V. Utility plan.
- VI. Landscape plan.
- VII. Conceptual Public Right-of-Way plan.
- C. Architecture/Interior Design Drawings:
 - I. Floor plans.
 - II. Enlarged floor plans.
 - III. Code study/compliance plans.
 - IV. Roof plans.
 - V. Finish plans.
 - VI. Reflected ceiling plans.
 - VII. Conceptual Furniture plans.
 - VIII. Exterior elevations.
 - IX. Building sections.
 - X. Wall sections.
 - XI. Primary floor, wall, ceiling and roof assemblies.
- D. Structural Drawings:
 - I. Foundation plan.
 - II. Framing plans.
- E. Other Reference Documents:
 - I. Outline specifications.
 - II. Survey (provided by others).
 - III. Exterior materials images.
 - IV. Interior materials images.
 - V. Schematic Design Cost Estimate
 - VI. Jurisdictional fee estimate spreadsheet.
- 2. Pre-application meeting materials and notes.

Design Development (DD phase)

Time Duration: 12 weeks

Provide Design Development documents based on approved Schematic Design documents. Design documents shall illustrate and describe the refinement of the design of the project, establishing the scope, relationships, forms, size, and appearance of the project by means of plans, sections, elevations and typical construction/finish details and may include interior equipment and/or furniture layouts.

1. Meet remotely via "Microsoft Teams" video conference with Client to kick off design development phase services.
2. Develop preliminary building code analysis to establish type of construction, use, occupancy, required separations, exiting, preliminary fire/life/safety review, vertical circulation, shafts, plumbing criteria, etc.
3. Interior design concepts will be refined from the approved schematic design documents to include updated informal 3D and 2D sketches to convey interior/architectural design elements of floors, ceiling and walls related to application of finishes, and specialty casework at public areas.
4. Refine approved interior finish material palettes for all areas, including lighting concepts.
5. Outline of finish material/finish selection specifications.
6. Develop and refine Design Development documents.

7. Issue 100% Design Development set for Client review.
8. Obtain written approval from Client to proceed with Construction Documents.
9. Coordinate with Client and consultants to identify and prepare/assemble land use application and supporting documents as required by Client.
10. Prepare burden of proof materials including narrative addressing approval criteria/policies, maps, and other materials necessary to describe the design intent in accordance with City of St. Helens Community Development Code.
11. Review materials including Design Development drawings and other materials necessary to describe the design intent in accordance with City of St. Helens Community Development Code.
12. Compile materials for Conditional Use Permit and Sensitive Lands Permit:
 - A. Application Form.
 - B. Application Fee (by Client).
 - C. Burden of proof narrative.
 - D. Design Development Drawings consisting of:
 - I. Existing conditions plan.
 - II. Site plan.
 - III. Grading plan.
 - IV. Utility plan.
 - V. Erosion control plan.
 - VI. Landscaping plan.
 - VII. Elevations.
 - VIII. Floor plan.
 - IX. Land Use permit related Signage plan.
 - X. Lighting plan.
 - E. Vicinity Map.
 - F. Wetland delineation report (by others).
 - G. Natural resource analysis for wetland buffer impacts (by others).
 - H. Preliminary stormwater report.
 - I. Floodplain boundary and elevation documentation (by Client's floodplain consultant).
 - J. Floodplain cut/fill analysis.
 - K. Geotechnical report (by others).
 - L. Transportation Impact Analysis (if required by City; see Optional Service below).
13. Submit narrative and required supporting materials to City.
14. Monitor application through completeness review (no more than 30 days per Oregon law); revise land use narrative and provide additional materials for up to one (1) response. If deemed incomplete, assumes completeness response can be prepared (including any items from Client) within three weeks of receipt of incomplete notice.
15. Review draft Conditional Use Permit and Sensitive Lands Permit decision (if available) with Client and provide recommendations to address potential issues and conditions of approval. Assumes (6) hours.
16. Prepare for and attend one Conditional Use Permit and Sensitive Lands Permit hearing with St. Helens Planning Commission. Present the project on behalf of Client. No continuances and/or appeals included at this time.
17. Monitor appeal period.
18. Review final decision with Client. Assumes (3) hours.

19. Review details of the decision and conditions of approval with the design team for their use incorporating it into permit drawings.

Deliverables

1. 100% Design Development set to include the following:
 - A. Drawings identified in the 100% Schematic Design set, further developed.
 - B. Civil/Landscape Drawings:
 - I. Civil general notes.
 - II. Site and landscape details.
 - III. Landscape planting plan for the building.
 - IV. Public right-of-way drawings for three frontages and a new connection to 15th (developed to 30%).
 - a. Right-of-way general notes.
 - b. Right-of-way photometrics.
 - c. Right-of-way detailing.
 - V. Further developed exterior Master Plan of the property.
 - C. Architecture/Interior Design Drawings:
 - I. Slab plans.
 - II. Exterior and interior architectural details.
 - III. Design for Stairs including sections, and details (Stairs construction to be design build).
 - IV. Interior finish details and schedules.
 - V. Interior elevations.
 - VI. Casework plans and elevations.
 - VII. Window, door and hardware schedules.
 - VIII. Interior furnishing layouts.
 - D. Structural Drawings:
 - I. Structural general notes.
 - II. Foundation Plan.
 - III. Framing Plan.
 - IV. Lateral system elevations.
 - E. Other Reference Documents:
 - I. Specifications.
 - II. Design Development Cost Estimate.
 - III. Updated jurisdictional fee estimate spreadsheet.
2. Burden of proof application, including supporting documents noted above, submitted for Conditional Use Permit and Sensitive Lands Permit decision by City.

Construction Documents (CD phase)

Time Duration: 14 weeks

Provide Construction Documents based on the approved Design Development documents. The Construction Documents shall set forth in detail the requirements for construction of the project.

1. Meet remotely via "Microsoft Teams" video conference with Client to kick off Construction Documents phase services.
2. Update the project schedule, from Construction Documents through project completion.

3. Provide Construction Documents consisting of drawings and specifications, architectural site plan, landscape, civil, architectural, interiors, and structural plans and details.
4. Update and finalize building code analysis and incorporate into Construction Documents.
5. Develop and refine Construction Document phase documents.
6. Issue 90% Construction Documents for Client to review.
7. Meet remotely via “Microsoft Teams” video conference to review 90% Construction Documents.
8. Continue to develop and refine documents based on review of 90% Construction Document set.
9. Obtain written approval from Client to submit for permit.

Deliverables

1. Final Construction Document sets to include the following:
 - A. Drawings identified in the Design Development set, further developed.
 - B. Civil/Landscape Drawings:
 - I. Civil general notes.
 - II. Erosion control plan and details.
 - III. Civil Details.
 - IV. Irrigation plan and details.
 - V. Site and landscape details.
 - VI. Public right-of-way half-street improvements drawings for three frontages and Public connection to 15th.
 - C. Architecture/Interior Design Drawings:
 - I. Slab plans.
 - II. Casework plans and elevations.
 - III. Window, door and hardware schedules.
 - IV. Listed UL details and assemblies.
 - D. Structural Drawings:
 - I. Structural general notes.
 - II. Foundation Plan.
 - III. Framing Plan.
 - IV. Lateral system elevations.
 - V. Structural Details.
 - E. Other Reference Documents:
 - I. Specifications.
 - II. Storm water calculations.
 - III. Structural engineering calculations.
 - IV. Construction Document Cost Estimate.
2. Transportation deliverables:
 - A. Street Channelization Plan.
 - B. Driveway Approach Permits.
3. Jurisdictional fee estimate spreadsheet.

Permitting Assistance

Time Duration: 12 weeks

Mackenzie's involvement in permitting of the project includes submitting for and resolving (to the extent defined below), plan review by the Authority Having Jurisdiction (AHJ) which includes the following permits and respective plan review correction notices from AHJ:

1. Calculate project cost and estimate SDCs and permit fees using the City of St. Helens and State of Oregon prescribed formulas and current project assumptions.
2. Prepare permit applications and associated forms for the following permits:
 - A. Grade Permit through the City.
 - B. Right-of-way/Construction permit through the City.
 - C. Building Permit through the City.
 - D. Plumbing Permit through the City.
 - E. Mechanical Permit through the City.
 - F. Electrical Permit through Columbia County.
 - G. 1200C Permit through State of Oregon Department of Environmental Quality (DEQ).
3. Submit the permit applications listed above to the City and County, electronically for the following permits: Structural (Building), Plumbing and Mechanical. All other permits to be submitted in-person unless if electronic submittals are made available by the AHJ, applications will be made electronically.
4. Update plans/respond to plan check comments at City (up to 3 trips/submittals) or online. Respond to comments from the following bureaus for each permit, with responses by others unless noted below:
 - A. Oregon DEQ for 1200C permit.
 - B. Columbia County Building Division for electrical permit.
 - C. Engineering Department for Right-of-Way/Construction permit.
 - D. Building Department – For all remaining City permits listed above.
5. Monitor building permit review (track City staff approval timelines weekly and follow up with reviewers); and work with City reviewers and permit technicians to encourage the permit to be issued efficiently and fees assessed accurately. Distribute updates to Client, design team, and consultants. Assume a maximum of 3 hours total per week for 12 weeks.
6. Review permit fees against permit fee estimate and discuss with Client.
7. Notify Client of approval of each listed permit when confirmed by City.
8. Coordinate payment from Client and arrange for Contractor to pick up permits at City.

Note: The permits listed above may not include all necessary permit required for the project. The project may require other permits by the Client, the Client's separate consultants and/or vendors, the Client's General Contractor, etc. Known permits that may be required but not part of Mackenzie's permitting services may include (but not limited to): Fire alarm, Signs, Racking, Generator, Generator Fuel, Irrigation, etc.

Deliverables

1. Permit application forms and submittal copies.
2. Letter(s) detailing compliance with preliminary conditions of approval for use in the final review/building permit approval process.
3. Written correspondence responding to up to two (2) checksheets/plan review comments.
4. Weekly email updates to Client and the Project Team detailing current permit status.

Bid Assistance

Time Duration: 9 weeks

Mackenzie will assist the Client in obtaining competitive bids for the construction of the work as follows:

1. Assist Client in reviewing and qualifying General Contractors for inclusion as a selected bidder.
2. Review Client requirements for inclusion in bid documents. This may include the Geotechnical report, ALTA Survey, Environmental Phase 1, Hazardous Materials Survey/Report, Phasing Plans, schedule of values, etc.
3. Issue Bid Documents consisting of bidding requirements, proposed contract forms, general conditions, supplementary conditions, drawings, and specifications to General Contractors for bidding.
4. Consider up to (10) Substitution Requests, properly submitted as allowed by the Contract Documents, and include any approved Substitution Requests in addenda.
5. Organize, prepare agenda and define attendees to pre-bid meeting at the project site.
6. Prepare Pre-Bid meeting minutes and issue to all attendees.
7. Respond to written questions from General Contractors and those specifically discussed in formal Pre-Bid meeting during the bid period via addenda as appropriate to address clarifications to bid documents prepared by Mackenzie and/or our consultants.
8. Respond to written questions from General Contractors during the bid period via addenda as appropriate to address clarifications and/or revisions to portions of the bid documents prepared by Client and/or Client's separate consultants. (Client and/or Client's Consultants to include revisions to their documents and addenda verbiage for Mackenzie to include and issue formally via addendum.)
9. Receive and log General Contractor's sealed bids.
10. Open and review sealed bids with Client to evaluate conformance with bid criteria. Architect will document and distribute bid results to General Contractor bidders upon Client's written approval to do so.

Deliverables

1. Drawings.
2. Specifications.
3. One (1) Addendum.
4. Pre-bid Meeting Minutes.
5. Bidder selection recommendation.

Construction Contract Administration

Time Duration: 68 weeks

Mackenzie will provide administration of the construction contract between the Client and the General Contractor as follows:

1. Mackenzie Architect and Civil will attend pre-construction meeting remotely via "Microsoft Teams" video conference.
2. Review and act on properly prepared specified submittals once.
3. Provide in-office support to assist with normal Construction Contract Administration duties for items such as phone calls and requests for additional information (RFIs) for clarification to Contract Documents prepared by Mackenzie and our consultants as follows (Note: the following is on a Time and Materials basis and considered an estimate):
 - A. Architect for up to 9 hours a week for 68 weeks.
 - B. Interiors for up to 6 hours a week for 30 weeks.

- C. Structural engineer for up to 4 hours a week for 30 weeks.
 - D. Civil engineer for up to 2 hours a week for 20 weeks.
 - E. Landscape architect for up to 4 hours a week for 12 weeks.
4. Conduct job site visits to observe the work in progress and prepare written field observation report(s) as follows:
 - A. Architect to attend up to 30 job site visits.
 - B. Interiors to attend up to 6 job site visits.
 - C. Structural engineer to attend up to 4 job site visits.
 - D. Civil engineer to attend up to 3 job site visits.
 - E. Landscape architect to attend up to 3 job site visits.
 5. Provide in-office support for review of properly prepared specified submittals. We have included up to one (1) round of review for each required submittal per each anticipated specification section.
 6. Will keep a project log for items such as addenda, substitution requests, RFIs, submittals, COPs, and change orders.
 7. Will process and review monthly properly prepared applications for payment from the General Contractor.
 8. Evaluate and act on post-bid substitution requests (up to 10 total).
 9. Architect, Civil, Landscape, Interiors, Mechanical, Electrical, Technology, and Plumbing will conduct one (1) punch list site visit to observe the substantially complete work-in-progress, prepare written punch list report, prepare and issue a Certificate of Substantial Completion.
 10. Architect, Civil, Landscape, Interiors, Mechanical, Electrical, and Plumbing will conduct a punch list verification site visit to observe the completed work and provide written punch list confirmation Report.
 11. Structural engineer to prepare and issue a final summary letter based on our previous structural observations and the special inspections.
 12. Will process and review project close-out materials up to one (1) round of review and comment.
 13. Upon request of the Client, and as an additional service, prior to the expiration of one year from the date of Substantial Completion, Architect will meet with the Client at Mackenzie's office, the project site, or remotely via "Microsoft Teams" video conference to review facility performance and operations.

Deliverables

1. Project visit observation reports.
2. Structural observation reports and summary letter.
3. Processed submittals.
4. Prepare AIA contract documents formally issued (ASI and Certificate of Substantial Completion).
5. Supplemental drawings for clarification to Contract Documents (ASI).
6. Supplemental drawings for revisions to the Contract Documents (PR, CCD).
7. Certified contractor applications for payment.
8. Certificate of Substantial Completion.
9. Punch list.
10. Processed close-out materials.

FEE SUMMARY

Our lump sum fixed fees for the disciplines and related design services up until Construction Contract Administration described above are as follows:

Note: The Construction Contract Administration is to be Time and Materials (hourly) and shown for estimating purposes.

| | |
|--|--------------------|
| Schematic Design: | \$364,282 |
| Design Development: | \$441,579 |
| Construction Documents: | \$521,361 |
| Permitting: | \$52,484 |
| Bid Assistance: | \$41,751 |
| Construction Contract Administration (CCA shown for reference only): | \$377,328 |
| TOTAL: | \$1,798,785 |

Note: The Construction Contract Administration is to be Time and Materials (hourly) and shown for estimating purposes.

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 1.1 times cost.

OPTIONAL DESIGN SERVICES

Mackenzie can provide the following Optional Design Services. These services would be in addition to the scope of work and fee proposed above. If requested by the Client, Mackenzie can provide a scope of work and fee for the selected services.

1. Furniture Design Consultation/Coordination for workstations and ancillary furniture to be used in the office and community spaces.
2. Interior Signage/Graphic Coordination beyond code required signs for egress and occupancy.
3. Artwork selection and installation coordination.
4. Transportation Impact Analysis.
5. Record Set of drawings, including all revisions and conditions post-substantial completion.

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 will provide current electronic files of land survey (ALTA/Boundary/Topographic) including legal description, wetlands delineation, geotechnical report, environmental report, and any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.
2. Client's geotechnical engineer shall provide paving recommendations and related paving specifications.

3. 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.
4. The Client will not be pursuing sustainability certification for the project (i.e., LEED, Green Globes, WELL, etc.)
5. 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.
6. Mackenzie Scope of Service and fees are based on project phases running in sequential order without delay, pause or project being put on hold for any reason between phases.
7. Client is responsible for all fees paid to public bodies having jurisdiction over the project.
8. This Scope of Services includes preparation of factual evidence to satisfy the applicant's burden of proof associated with the Conditional Use Permit and Sensitive Lands Permit in an uncontested-case situation. The Scope does not include preparation of supplemental or rebuttal evidence to overcome objections raised by jurisdiction staff or third parties; if required, additional material can be supplied subject to an additional services agreement.
9. 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.
10. The Client acknowledges that in order to construct the Work, the Client's contractor will provide additional information stipulated in the Construction Documents that include shop drawings, product data, samples and other similar submittals, which the Architect and other disciplines included herein shall review to the extent of confirming consistency with the design intent depicted in the Construction Documents.
11. Client's General Contractor will provide fire suppression/fire alarm systems (excluding sprinkler design at the CLT roof), security, and landscape irrigation on a design-build basis. The Client's General Contractor and design-build trades will provide timely information and coordination with Mackenzie and our consultants as needed to maintain the project schedule and development of the design. We have included typical levels of coordination during each phase.
12. All meetings will occur remotely via "Microsoft Teams" video conference, 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. During Construction Contract Administration, the General Contractor will provide meeting minutes. Mackenzie will review these minutes for accuracy.
13. Square footage calculations will be provided as required to confirm compliance with building and zoning code requirements only.
14. 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 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.

15. 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.
16. As noted in the Basis of Design, we have assumed an estimated construction value of \$14.95 million dollars (excluding soft costs and design fees). Our estimated level of service anticipated a level of design, coordination and documentation consistent with our representative experience for executing similar projects within this budget range. Should the budget increase beyond the estimated construction value, there is the potential that the level of service to document and coordinate the design decisions may also increase. Should this become a consideration, we will review and negotiate these potential impacts at that time.
17. For additional Assumptions related to the Scope of Services of our retained consultants, refer to their attached proposals.

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.

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. Street vacation permits.
- 2.c. Right-of-way design and permitting related to the adjacent roundabout and other roads beyond the site's adjacency.
- 2.d. Sensitive lands and/or wetland delineation and/or mitigation design/approvals.
- 2.e. Appeals, variances, public hearings, conditional use reviews, or any required adjustments other than as specifically outlined within our Scope of Services above.
- 2.f. Meetings with public agencies or other meetings other than those specifically identified in Scope of Services above.
- 2.g. Formal Building code interpretation requests and/or appeals.

- 2.h. Permits other than those identified within the proposal identified above (e.g., phased permitting, trade permits, separate demolition permit, any other special permits).

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. Creation and issuance of a “Record Set” of drawings, completed after substantial completion. This document would merge and update Bid issued drawings with all revisions since then and incorporate as-built information as provided by the GC after completion of construction. If desired, the GC efforts to provide as-built information would typically be included GC/Client agreement.

4. Unique Design services

- 4.a. Off-site improvements (such as roads, half street improvements, and utilities) except as noted in scope above.
- 4.b. Street Lighting, except as noted in scope above or in attached PAE proposal.
- 4.c. Special foundation systems.
- 4.d. Floor vibration analysis and design for footfall impact.
- 4.e. Vibration analysis and design. (Equipment and/or sources other than footfall impact).
- 4.f. Equipment support or racking systems.
- 4.g. Furniture selection, specifications, requirements and all related coordination.
- 4.h. Sustainability Certification Services.

5. Construction process

- 5.a. Process and act on partial or incorrect (multiple rounds) of non-compliant submittals.
- 5.b. Materials testing/special inspections.
- 5.c. As-built certification to local jurisdiction unless noted specifically above within our Scope of Services.
- 5.d. Graphics and/or signage design, associated permitting, and related coordination unless specifically mentioned in this proposal.

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. No Navisworks files or Clashing will be provided or performed. Deliverables shall be PDF and/or hardcopy only. (Revit model RVT files and DWG exports will not be provided.) Revit models and sheets will be created to Mackenzie standards.
- 6.d. No participation in general Contractor's Navisworks coordination meetings unless specifically noted within our scope of the above services.
- 6.e. No formal BIM Execution Plan will be provided. Nothing in the Revit model supersedes the formally issued stamped and signed hard copy Construction Documents. No participation in general contractor's Navisworks coordination meetings unless specifically noted within our scope of services above.
- 6.f. 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 in October 2021. If the proposal is agreeable to you, we can prepare an AIA contract. Note that this proposal is valid for 30 days.

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

Sincerely,



Jeff Humphreys
Principal in Charge

Enclosure(s): Hourly Billing Rate Schedule
Reimbursable Rates Schedule
Attachment A – PAE proposal dated September 24, 2021
Attachment B – Construction Focus, Inc. (CFI) proposal, Revision #1 dated September 24, 2021
Attachment C – SSA Acoustics proposal, received September 20, 2021
Attachment D – St. Helens Police Needs Assessment dated April 8, 2021
Attachment E – St. Helens Public Safety Building Schedule dated September 2021

c: Christopher Hope, Adam Olsen – Mackenzie

MACKENZIE.

P 503.224.9560 ■ F 503.228.1285 ■ W MCKNZE.COM

RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ■ Vancouver, Washington ■ Seattle, Washington

HOURLY BILLING RATE SCHEDULE*

| | |
|----------------------------------|-----------------|
| PRINCIPALS | \$ 150 – \$ 265 |
| ARCHITECTURE/LANDSCAPE | |
| Design Director | \$ 170 – \$ 210 |
| Senior Project Architect | \$ 140 – \$ 235 |
| Project Architect I – III | \$ 85 – \$ 195 |
| Architectural Designer II-III | \$ 75 – \$ 155 |
| Architectural Designer I | \$ 60 – \$ 95 |
| Designer/Drafter | \$ 50 – \$ 80 |
| Intern | \$ 50 – \$ 75 |
| ENGINEERING | |
| Senior Project Engineer | \$ 150 – \$ 235 |
| Project Engineer I – III | \$ 100 – \$ 195 |
| Designer I – II | \$ 70 – \$ 135 |
| Transportation Analyst I – II | \$ 65 – \$ 115 |
| Designer/Drafter | \$ 70 – \$ 115 |
| Intern | \$ 50 – \$ 75 |
| PLANNING | |
| Senior Project Planner | \$ 135 – \$ 235 |
| Project Planner I – IV | \$ 85 – \$ 190 |
| Permit Coordinator | \$ 55 – \$ 95 |
| Assistant Planner | \$ 65 – \$ 100 |
| INTERIOR DESIGN | |
| Senior Project Interior Designer | \$ 135 – \$ 230 |
| Interior Designer III – V | \$ 100 – \$ 175 |
| Interior Designer I – II | \$ 60 – \$ 135 |
| Intern | \$ 50 – \$ 75 |
| ADMINISTRATION | |
| Administrator | \$ 60 – \$ 170 |
| Word Processor | \$ 70 – \$ 110 |
| Graphic Artist | \$ 100 – \$ 130 |

*Subject to change October 2021



MACKENZIE.

P 503.224.9560 ▪ F 503.228.1285 ▪ W MCKNZE.COM

RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ▪ Vancouver, Washington ▪ Seattle, Washington

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

Digital Photo Documentation

\$15.00/download

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