

City of St. Helens

FIRST AMENDMENT TO PERSONAL SERVICES AGREEMENT

Mackenzie

Public Safety Facility Project

This Amendment is entered into this 1st day of March 2023, between the **City of St. Helens**, an Oregon municipal corporation (“the City”), and **Mackenzie** (“Contractor”).

RECITALS

A. WHEREAS, on or about October 11, 2021, the City and Contractor entered into an agreement (“Agreement”) in which Contractor agreed to provide services (“Services”) related to design of a Public Safety Facility; and

B. WHEREAS, the City has found it necessary to downsize the Public Safety Facility due to a reduced project budget which requires an Additional Service Agreement from Contractor, attached as Exhibit A; and

C. WHEREAS, the City and Contractor have met and agreed upon preliminary changes to the original plans for the Public Safety Facility, which are codified in the attached Exhibit A.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. Contractor will perform work to design a smaller footprint Public Safety Facility (aka: Police Station) according to the attached Additional Service Agreement.

2. All other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect other than as specifically amended herein.

CITY:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon municipal corporation

MACKENZIE

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

MACKENZIE.

ADDITIONAL SERVICE AGREEMENT

Between **Client** and **Mackenzie**

This **ADDITIONAL SERVICE AGREEMENT** is made as of the 13th day of January in the year 2023, by and between the following parties, for services in connection with the Project identified below:

Client:	City of St. Helens John Walsh 265 Strand Street St. Helens, OR 97051
Mackenzie:	1515 SE Water Avenue, Suite 100 Portland, OR 97214
Project:	St Helens Public Safety Bldg – Redesign
Mackenzie Project Number:	2210310.04

Client and **Mackenzie** agree as follows:

1. BASIS OF DESIGN

- 1.1 The following revisions to the original basis of design are based on the St. Helens Public Safety Building Construction Document Set dated October 20, 2022.
- 1.2 This agreement quantifies the changes and new scope that will be required for the project. There are sufficient dollars in the current agreement to cover the cost for these new services. There is \$505,259 remaining from the original contract (inclusive of 2210310.00 and 2210310.02). Dollars remaining from the original contract amount will be applied to the cost of these professional services.
- 1.3 The City of St. Helens has informed the design team of a reduced project budget. Instead of approximately \$21.5 million dollars, the City would like to explore a new building that would cost approximately \$12.6 million dollars to complete, inclusive of construction costs and soft costs. Therefore, the current 22,030 SF Public Safety Building will need to be reduced in order to meet the new budget. It is our understanding that reductions of the building will likely include all or make-up some of the following:
 - 1.3.a Elimination of all City Function spaces including: Council Chambers, Jury Deliberation Room, Court Clerk Space, Judge's Chambers, Attorney Office, Court/Council Storage, IT, City Server, AV Closet, Unisex Restroom, and up to 50% of the lobby and vestibule spaces.
 - 1.3.b Elimination of one (1) police interview room.



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- 1.3.c Reduction in width of Armory and Equipment storage rooms.
- 1.3.d Removal of the island workspaces from both the Officer Evidence Processing and Evidence Technician rooms.
- 1.3.e Elimination of the evidence vehicle bay.
- 1.3.f Elimination of one (1) shower/toilet room.
- 1.3.g Reduction of the size of the mechanical room by approximately 75%.
- 1.3.h Reduction in the size of the break room.
- 1.3.i Elimination of both phone rooms.
- 1.3.j Elimination of one (1) conference room so that Briefing and Detectives share a conference space.
- 1.3.k Reduction in the number of patrol workstations from eight (8) to four (4).
- 1.3.l Elimination of two (2) public restrooms.
- 1.3.m Reduction of all hallway widths.
- 1.3.n Combine the Property/Evidence Release space with the Soft Interview room (shared space). Elimination of one (1) of the two (2) existing rooms.
- 1.4** It is our understanding that if the budget allows, the priority space add backs shall be:
 - 1.4.a One (1) shower/toilet room
 - 1.4.b Island workspaces at both the Officer Evidence Processing and Evidence Technician Rooms.
- 1.5** It is our understanding that the following site reductions can be made:
 - 1.5.a Reduction or elimination of the public plaza space.
 - 1.5.b Removal of the pedestrian paths on site. These will be completed in the future under a separate contract.
 - 1.5.c Reduction in the number of public parking stalls from 35 down to six (6).
 - 1.5.d Replacing the CMU security wall with chain link fencing.

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- 1.5.e Moving the new smaller building closer to Old Portland Road to reduce the amount of site area impacted by new work. The building will not encroach in the 100-year flood plain on site.
- 1.6 The new building will likely be somewhere between 11,500 SF and 13,000 SF, based on the new budget constraints.
- 1.7 Interior and exterior material palettes will remain the same as the original design unless a change is deemed necessary to reduce costs further, such as the removal of the exterior stone base. No additional interior or exterior material finish palettes will be presented by the design team.
- 1.8 All Mechanical, Electrical, Plumbing, and Technology systems selected in the original design will be utilized in the new design with reduced sizes for the reduced loads.
- 1.9 It is our understanding that the Client may elect to change the project procurement process from a standard design-bid-build to a CM/GC process. Any additional scope required for this process will be captured in a future contract for the remainder of the design phases. If a CM/GC is selected, the CD set will be utilized for bidding and the GMP establishment. CM/GC review of the contract documents will occur concurrent to the development of the documents and with any revisions/clarifications to the documents occurring before the conclusion of the CD phase. Any substitution requests after the documents are complete will need to be evaluated for the amount of time to review and implement the changes so the Client can evaluate the merits of the design team reviewing the substitution request.
- 1.10 It is our understanding that the Client would like to work through the Schematic Design phase on a Time and Materials basis to develop the new concept. Although there are sufficient funds under the original contract to fund this phase of the revised Project, the total overall fees for completing the revised scope project will be higher than the remaining funds available, and an add-serve (less any funds remaining) for the DD, CD, permitting, bidding, and CA phases will be developed after this SD phase. After the new concept is developed, the Mackenzie Team will put together a fixed fee for the remaining design phases (DD, CDs, Bidding, Permitting, and CCA).
- 1.11 In accordance with our recent discussion, we will perform the tasks outlined below for subject project. It is agreed that these tasks will be provided as Additional Services in accordance with our original agreement for this project, dated October 13, 2021. All terms and conditions, including assumptions and exclusions, of the original agreement remain in effect unless modified in this Additional Service.

2. SCOPE OF SERVICES

2.1 Schematic Design (SD): Estimated Time Duration – 9 weeks

- 2.1.a Meet with key staff and the Client remotely via “Microsoft Teams” video conference to re-kick off project services and Schematic Design phase, redefine overall project goals, objectives, budget, work scope, team roles/responsibilities, schedule, and project milestones. The following

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disciplines will attend the kickoff meeting: Architectural and Civil engineering. Meeting minutes for this meeting will be prepared by Mackenzie.

- 2.1.b Hold weekly project meetings with the Client and their key staff via videoconferencing, unless noted otherwise herein.
- 2.1.c Develop one (1) revised conceptual site plan and one (1) preliminary building plan option. Building sections, elevations, study models, perspective sketches, 3D/BIM modeling, or combinations of these media may also be developed to convey the revised design intent.
- 2.1.d Identify changes to major building systems such as HVAC, mechanical, electrical, lighting, plumbing, structural, and utilities based on the decreased building size and function.
- 2.1.e Provide MEP narrative and sketches describing updated systems based on the reduced building size.
- 2.1.f Acoustical engineering assessment will be completed with recommendations for facility performance.
- 2.1.g Meet remotely via “Microsoft Teams” to review the revised conceptual design during a regularly scheduled weekly meeting.
- 2.1.h Develop and refine Schematic Design documents.
- 2.1.i Issue Schematic Design documents for Client review and Mackenzie cost estimator (and/or CM/GC) use.
- 2.1.j Coordinate with Mackenzie’s cost estimator, who will complete a line-item cost estimate, utilizing the Schematic Design set as the basis for the cost estimate. The cost estimate will be completed to an AACE Class 2 level.
- 2.1.k Review projected soft costs, provided by OTAK, as part of the overall project budget.
- 2.1.l Coordinate getting a preliminary jurisdictional fee estimate from the City of St. Helens (AHJ), to be plugged into the project master budget spreadsheet by OTAK.
- 2.1.m Meet with the Client remotely via “Microsoft Teams” to review the updated cost estimate.
- 2.1.n Obtain written approval from Client to proceed with Design Development (under future contract).

3. EXCLUSIONS

- 3.1** No services are included in this agreement other than those specifically set forth in the Scope of Services.

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4. TERMS AND CONDITIONS

4.1 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.

4.2 All other provisions of our original agreement for this project apply to these services.

5. PAYMENT

5.1 Contract Fee will be billed on an hourly basis in accordance with the attached Hourly Billing Rate Schedule and is estimated to be \$164,687. It is understood that this estimate is neither a minimum nor a maximum, but simply an estimate of the level of effort we anticipate will be required for the scope of services described. Any services performed beyond the scope of services set forth above shall be for additional fees. There is \$505,259 remaining from the original contract. The cost of these professional services will reallocate dollars from the remaining contract amount.

5.2 If a CM/GC delivery is selected by the City of St. Helens, an additional \$4,000 in design team efforts would be estimated to coordinate and reconcile the two cost estimates.

5.3 All fees and costs are due 30 days after they are billed, and accrue service charges of 1.5% per month beginning 45 days from date of invoice. It is specifically understood that Mackenzie may cease providing services if accounts remain unpaid 45 days from date of invoice. It is agreed that Mackenzie will not be responsible for damages which arise from such cessation of services. If payment is not timely made, Client will reimburse Mackenzie for all costs or expenses reasonably incurred by Mackenzie in collecting sums due Mackenzie, including, without limitation, attorneys' fees.

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This **ADDITIONAL SERVICE AGREEMENT** is entered into as of the day and year first written above between **Client** and **Mackenzie**.

CLIENT(Signature)

(Printed Name)

(Title)

(Date Executed)



MACKENZIE(Signature)

Jeff Rhys Humphreys

(Printed Name)

Principal in Charge

(Title)

February 3, 2023

(Date Executed)

Enclosure(s): Reimbursable Billing Rates Schedule
Hourly Billing Rate Schedule

c: Accounting Department
Adrienne Linton, Iris Wu – 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

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

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HOURLY BILLING RATE SCHEDULE*

PRINCIPALS \$ 160 – \$ 290

ARCHITECTURE/LANDSCAPE

Design Director \$ 190 – \$ 235
Senior Project Architect \$ 160 – \$ 260
Project Architect I – III \$ 100 – \$ 210
Architectural Designer II-III \$ 90 – \$ 175
Architectural Designer I \$ 65 – \$ 100
Designer/Drafter \$ 50 – \$ 80
Intern \$ 50 – \$ 75

ENGINEERING

Senior Project Engineer \$ 160 – \$ 250
Project Engineer I – III \$ 100 – \$ 200
Designer I – II \$ 75 – \$ 155
Transportation Analyst I – II \$ 65 – \$ 115
Designer/Drafter \$ 85 – \$ 140
Intern \$ 55 – \$ 85

PLANNING

Senior Project Planner \$ 150 – \$ 235
Project Planner I – IV \$ 90 – \$ 210
Permit Coordinator \$ 55 – \$ 95
Assistant Planner \$ 70 – \$ 110
Intern \$ 50 – \$ 75

INTERIOR DESIGN

Senior Project Interior Designer \$ 150 – \$ 230
Interior Designer III – V \$ 100 – \$ 175
Interior Designer I – II \$ 70 – \$ 135
Intern \$ 50 – \$ 75

ADMINISTRATION

Administrator \$ 60 – \$ 175
Word Processor \$ 70 – \$ 110
Graphic Artist \$ 85 – \$ 130

*Subject to change April 2023