

MACKENZIE.

DESIGN DRIVEN | CLIENT FOCUSED

AGREEMENT FOR PROFESSIONAL SERVICES

May 3, 2016 (**Revised June 8, 2016**)

City of Kalama
Attention: Adam Smee
PO Box 1007
Kalama, WA 98625

RE: **City of Kalama Library Repair**
Project Number 2160158.01/.02

Dear Adam:

Mackenzie will perform the tasks outlined below for the referenced project.

In accordance with our proposal dated May 3, 2016 (Attachment A), to include Schematic Design, Construction Documents, Permitting, Bid Assistance, and Construction Contract Administration.

Contract Fee will be a lump sum of \$48,500. Any services performed beyond the scope set forth above shall be for additional fees. Reimbursable costs are not included in the Contract Fee. Reimbursable costs for services accomplished by in-house personnel (printing, faxing, copying, mileage, etc.) will be billed at standard rates. Other reimbursable costs (outside printing, outside delivery services, photography, Federal Express, Express Mail, etc.) will be billed at cost plus 12%. Consultants' fees are included in the Contract Fee. Consultants' fees will be billed at cost plus 12%.

Items which are specifically excluded from the Scope of Services include, but are not limited to:

- Interior design and space planning.
- Furniture selection.
- Floor vibration analysis and design for footfall impact.
- Graphics and signage.
- Materials testing/special inspections.
- Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.
- Mechanical/electrical/fire protection design or layout and related specifications (Optional Services).
- Special foundation systems.
- Appeals, variances, public hearings, land use approvals.
- Marketing materials.
- Special permits.
- Renderings, models.
- Disabled access compliance design other than that required by the current editions of the governing building



P 206.749.9993 ■ F 206.749.5565 ■ W MCKNZE.COM ■ Logan Building, 500 Union Street, #545, Seattle, WA 98101
ARCHITECTURE ■ INTERIORS ■ STRUCTURAL ENGINEERING ■ CIVIL ENGINEERING ■ LAND USE PLANNING ■ TRANSPORTATION PLANNING ■ LANDSCAPE ARCHITECTURE
Portland, Oregon ■ Vancouver, Washington ■ Seattle, Washington

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code and the Americans with Disabilities Act - Accessibility Guidelines (ADAAG) for new construction, whichever is more stringent.

- As-built certification to local jurisdiction.
- Square footage calculations beyond those required to confirm compliance with building and zoning code requirements. (Calculation of gross, net, and rentable square footages is not included.)

Mackenzie is entitled to rely on Client and Client's representatives, agents, or consultants providing information or services for Client upon which Mackenzie relies in performing its services pursuant to this contract. Client will defend and indemnify Mackenzie against all claims arising from or attributed to Client or Client's representatives, agents, or consultants.

If Client requires an assigned Purchase Order number on invoices, it is understood and agreed that the Purchase Order document is for your internal accounting purposes only, and shall in no way modify, add to, or delete any of the terms and conditions of this agreement.

If services include submittal review, Mackenzie shall make a limited review and take appropriate action on specified Contractor's submittals. Such review shall be only for general conformance with the design concept and general compliance with the requirements of the Contract Documents. The limited review shall not include, for example, review of quantities, dimensions, weights, metal gauges, fabrication processes, construction methods, coordination of the Work, performance of equipment or systems designed by the Contractor, or construction safety precautions, all of which are the sole responsibility of the Contractor. Mackenzie's review of the specified submittals shall be limited solely to those specific substitutions to or deviations from the Contract Documents which the Contractor has clearly called to Mackenzie's attention and which are followed by Mackenzie's acceptance in writing. Mackenzie's review shall be conducted with reasonable promptness consistent with sound professional practices. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, Mackenzie shall be entitled to rely upon such certification to establish that materials, systems or equipment will meet the performance criteria required by the Contract Documents.

If services include construction contract administration, Mackenzie shall visit the site at intervals appropriate to the stages of construction to become generally familiar with the progress and quality of the Work completed and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with plans and specifications and other Contract documents. However, Mackenzie shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations, Mackenzie shall keep Client informed of the progress and quality of the Work, and shall endeavor to guard company against defects and deficiencies in the Work.

Mackenzie shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made



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regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, Client agrees that, except for negligence on the part of Mackenzie, Client will hold harmless, defend and indemnify Mackenzie from and against any and all claims, damages, awards, and costs of defense, including attorney's fees, arising out of Mackenzie's reliance on such assumptions.

If Mackenzie provides information for subject project, it is agreed that such information is provided only for use on this project. All such information produced by Mackenzie and the copyright therein are, and shall remain, the property of Mackenzie. This information shall be used only in connection with this project. Mackenzie shall not be responsible for changes made in the information by anyone other than Mackenzie, or for use of the information without Mackenzie's participation. Because of the differences among the many available software and hardware systems and the different ways in which various systems represent drawing elements, it is not always possible to ensure complete, accurate translations. Although Mackenzie will make every effort to ensure the accuracy and completeness of translations, Mackenzie will not be liable for any inaccuracy or incompleteness in translated information.

It is expressly and unequivocally understood and agreed that the liability of Mackenzie and its employees and agents, including liability under any theory and from whatever cause arising, including but not limited to, negligence, professional negligence, contract, warranty, statutory liability, and any consequences of thereof, is limited to, and cannot exceed, the actual amount of Mackenzie's fees and costs accrued on the project.

Should any dispute arise between the parties to this Contract, it is agreed that the dispute will be submitted to a mediator, agreed to and compensated equally by both parties, prior to commencement of arbitration or litigation. Mediation will be conducted in the city in which the project is located, unless both parties agree otherwise. Both parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

All fees and costs are due 30 days after they are billed, and accrue service charges of 1-1/2% per month beginning 45 days from date of invoice. Payments received on this account will be first applied to service charges and then to balance of fees.

MACKENZIE

CLIENT



By _____

Kimberly Doyle
Project Manager | Interior Designer

Title: _____

Enclosure: Mackenzie proposal dated May 3, 2016 (Attachment A)

c: Accounting Department



May 3, 2016 (**Revised June 9, 2016**)

City of Kalama
Attention: Adam Smee
195 N. First Street
Kalama, WA 98625

Re: **Kalama Library Renovation and Repairs**
SD-CDs, Construction Contract Administration, and Exterior Improvements | MEP
Project Numbers: 2160158.01, .02, and .04

Dear Adam:

Mackenzie appreciates this opportunity, and we are pleased to present to the City of Kalama with the following scope of services and fee proposal for your Library Renovation and Repairs.

Mackenzie's integrated team of design professionals will provide architectural, interior design, and structural services for the above project. In addition, Mackenzie will hire a mechanical, electrical, and plumbing consultant and a cost estimator to complete the team. See attached proposal from our MEP consultant, BCE Engineers, and cost estimator, Construction Focus, Inc.

Jeff Humphreys – Project Principal
Kim Doyle – Project Manager | Interior Designer – Point of contact
Adam Olsen – Architecture
Josh McDowell – Structural
Ben Hedin – BCE Engineers (Optional Services)
Steve Gunn – Construction Focus, Inc.

BASIS OF DESIGN

The following describes in detail the Basis of Design for this proposal.

Our understanding based on our site walk on May 3, 2016, is that the existing building at 320 N. First will be remodeled to address space needs and damages that occurred as a result of a flood event. The functions in this structure will be the City Library as well as Council Chambers. The library component use will be expanded to use the entire footprint of the building (building is approximately 4,500 sf). Council Chambers will remain at the existing facility and be developed in such a way to serve as dual purpose: library flex space during operation hours and council chambers for afterhours use. Funding for the project is largely from the insurance settlement for the flood damages and has an approximate budget of \$250,000. A conceptual floor plan configuration has been developed (by the City of Kalama) and will be used as the starting point for the basis of design. Our scope of services will be to develop the design for the interior, develop related construction documents, and aid the City in permit procurement, bidding, and construction administration for the project.

As an Optional Service, we will perform on-site investigations to determine the cause of the moisture issues for the exterior improvements portion of the Scope of Services. Once investigation is complete, a separate proposal will be prepared to develop construction documents.



SCOPE OF SERVICES

Schematic Design (2160158.01)

Time Duration: 3-4 Weeks

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

Schematic design shall include:

- Meet at the City of Kalama's office with the City and key stakeholders to kick off schematic design phase services and to review project requirements and discuss any program criteria that may be required.
- As-built existing building to create computer drawing files.
- Structural review of existing building for damage from flood.
- Structural systems review to review several interior bearing only walls. Potentially will require new beams, posts, and foundation elements to allow for removal of walls.
- Develop preliminary building floor plans.
- Develop preliminary options of major building systems HVAC, mechanical, electrical, lighting, and plumbing (*if optional service is selected*).
- Construction Cost Estimate. Services consist of development of a probable construction cost range, +/- 15%, for the project based on the most recent 50% schematic design documents, current area, volume, or other unit costs, expected project contingencies, consistent with the Construction Cost Budget.
- Interior finish concepts shall be evaluated and proposed. Two interior finish options will be presented during the meeting with City to review the concept design drawings. After review meeting with the City, one preferred option will be refined based on any comments received.
- Meet at the City of Kalama's office with the City to review and approve conceptual design.
- Develop and issue 50% schematic design documents for the City to review.
- Meet to review 50% schematic design documents.
- Refine schematic design documents based on review of 50% schematic design documents.
- Obtain written approval from the City to proceed with Construction Permit Documents.

Construction Documents (2160158.01)

Time Duration: 2-3 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.

- Provide construction documents consisting of drawings and specifications, architectural, interior, and structural plans and details.
- Update and finalize building code analysis and incorporate into construction documents.
- Construction Cost Estimate. Services consist of development of a probable construction cost range, +/- 15%, for the project based on the most recent construction documents, current area, volume, or other unit costs, expected project contingencies, consistent with the Construction Cost Budget.
- Issue 90% construction documents for the City to review.
- Meet via video conference to review 90% construction documents.
- Continue to develop and refine documents based on review of 90% construction document set.
- Obtain written approval from the City to submit for building permit.



Permitting (2160158.01)

Time Duration: 4-6 Weeks

Mackenzie's involvement in permitting of the project includes submitting for and resolving plan review by the Authority Having Jurisdiction (AHJ). We anticipate that only a building permit to be required for interior and exterior scope. As we don't anticipate any Design Review submittals, drawings will meet the Kalama Exterior Design Standard for the current zone:

- Obtain and complete application form(s) and prepare construction documents submittal package(s) for each separate permit listed above and submit to AHJ for each.
- Respond up to one round in writing and provide corresponding construction document (drawings, specifications, calculations, etc.) update. Resubmit for approval for each plan review correction notice listed above.
- Monitor and track status of building permit as listed above on a weekly basis for up to 6 weeks.
- Notify the City of approval of each listed permit when confirmed by AHJ.

Bid Assistance (2160158.01)

Time Duration: 2 Weeks

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

- Assist City in developing bid advertisement and bid documents (Division 00).
- Assist the City in reviewing and qualifying General Contractors for inclusion as a selected bidder.
- Respond to written questions from General Contractors during the bid period via addenda as appropriate to address clarifications to bid documents prepared by Mackenzie and/or our consultants.
- Receive and log General Contractor's sealed bids.
- Open and review sealed bids with the City to evaluate conformance with bid criteria.

Construction Contract Administration (2160158.02)

Time Duration: 8-10 Weeks

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

- Mackenzie Architectural Project Manager will attend pre-construction meeting at the City of Kalama's office.
- Review and act on properly prepared specified submittals once.
- 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:
 - Project Manager for up to 4 hours a week for 8 weeks.
 - Structural engineer for up to 1 hour a week for 2 weeks.
- Conduct job site visits to observe the work in progress and prepare written field observation report(s) as follows:
 - Project Manager to conduct weekly progress meetings via conference call (up to 1 hour each for 10 weeks).
 - If decided it is needed after the weekly conference call that an on-site meeting is required, Project Manager will attend on-site site visit (up to 4 site visits included)
- General Contractor to keep a project log for items such as addenda, substitution requests, RFIs, submittals, COPs, and change orders.
- Architectural Project Manager will conduct a punch list verification site visit to observe the completed work and provide written punch list confirmation Report.
- Will provide record contract documents based on formally issued modifications to the contract documents and General Contractor marked up as-built documentation.



Optional Service - Exterior Improvements | MEP Design (2160158.04)

- Investigate exterior brick installation and moisture issues.
- Review floor slopes and floor level changes, develop documents to level floor and add ADA accessible ramps.
- BCE Engineers (MEP Consultant - see attachment A for scope of services):

FEE SUMMARY

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

2160158.01 (Schematic Design – Construction Documents)	
Schematic Design As-Builts:	\$10,000
Construction Documents:	\$17,000
Permitting Bid Assistance:	\$2,500
Structural Engineering:	\$5,000
Construction Focus, Inc. (Cost Estimator/fee includes markup):	\$5,050
TOTAL for .01	\$39,550
2160158.02 (Construction Contract Administration)	
Architectural CCA:	\$7,200
Structural CCA:	\$1,750
TOTAL for .02	\$8,950
2160158.04 (Optional Service - Exterior Improvements MEP Design)	
Exterior Architectural Investigation:	\$3,000
Structural (Roof modifications for new HVAC Units)	\$2,500
Design of roof modification for two new rooftop mechanical units	\$2,250
TOTAL for .04	\$7,750

Reimbursable expenses (printing, copying deliveries, mileage, etc.) are not included in the fee outlined above. Reimbursable expenses will be invoiced at 1.12 times cost, are estimated to be \$4,200, and will not be exceeded without the Owner’s approval.

ASSUMPTIONS

In addition to the scope of work outlined above, we have assumed the following:

- The City will provide current electronic files of existing building 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.
- The City will not be pursuing sustainability certification for the project.
- The City will approve the documents at the conclusion of each phase prior to proceeding with the next phase. Redesign efforts after prior Client/Owner approvals, including but not limited to Owner-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.



- The City is responsible for all fees paid to public bodies having jurisdiction over the project.
- The City's General Contractor will provide Fire Suppression/Fire Alarm on a design-build basis. The City'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.
- All meetings will occur at the City of Kalama's office or via tele-conference, other than construction site meetings. We will record and distribute minutes following each meeting.
- Conditions not depicted on available existing building documents, provided by the Owner, 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.
- Mackenzie will rely on the City's 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.
- Although we do not anticipate any seismic upgrades of existing facilities, work outside of the current scope outlined above) may trigger Code or other jurisdictional requirements, including, but not limited to, change of use/occupancy classification or modification of existing structural systems, and unless specifically included in the defined scope of services above, seismic upgrades are not anticipated to be required and as such are not included in our scope of services and fees. If it is determined throughout the course of the project that a seismic upgrade is required, impacts will be evaluated and added via additional services.
- Square footage calculations will be provided as required to confirm compliance with building and zoning code requirements only. Calculations of gross, net, and rentable square footages are not included.
- Mackenzie will utilize Revit as the documentation platform for the project. Our proposed scope/fee is based on the Revit model being developed to Level 200-250 standard. The model will be graphically represented with specific systems for primary building components, but as generic systems for non-primary components with configuration and interfaces. We anticipate that the City's 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.

EXCLUSIONS

In addition to any exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of work.

- Reimbursable expenses.
- Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.
- Meetings with public agencies or other meetings other than those specifically identified above.
- Floor vibration analysis, design for footfall impact.
- Equipment support or racking systems.
- Interior design, space planning and/or furniture selection.
- Presentation-level 3D renderings other than conceptual studies to describe design intent or as utilized as part of Mackenzie's design process.



- 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. No formal BIM Execution Plan will be provided.
- Disabled access compliance design other than that required by the current editions of the Washington Structural Specialty Code and the Americans with Disabilities Act - Accessibility Guidelines (ADAAG) for new construction, whichever is more stringent.
- Permits other than those identified within the proposal identified above (e.g., phase permitting, trade permits, separate demolition permit).
- Sustainability certification services.
- Construction cost estimating.
- Review of contractor proposed change order proposal (COP) pricing.
- Materials testing/special inspections.
- As-built certification to local jurisdiction.
- Graphics and/or signage design, permitting, and related coordination and permitting.
- Acoustical engineering design and/or services.
- Data, telephone, or low voltage design.
- Marketing materials.

It is our understanding the project will start in as soon as possible. If the proposal is agreeable to you, we can prepare Quick Contract. Please note that this proposal is valid for 45 days.

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

Sincerely,



Kim Doyle
Project Manager | Interior Designer

Enclosure(s): Reimbursable Rates Schedule
BCE Engineers proposal
Construction Focus, Inc. proposal

c: Jeff Humphreys – Mackenzie

MACKENZIE.

P 206.794.9993 ■ F 206.749.5565 ■ W MCKNZE.COM

Logan Building, 500 Union Street, #545, Seattle, WA 98101

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

Fax

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

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)

Bond Copies

Black & White:
8-1/2 x 11: \$0.10/sheet
11 x 17: \$0.50/sheet

Color:
8-1/2 x 11: \$1.00/sheet
11 x 17: \$1.65/sheet

Printing – All Sizes

Black & White: \$0.16/sq. ft.
Color: \$1.00/sq. ft.

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

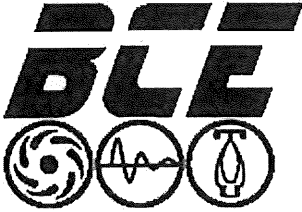
Report Binder

Without tabs: \$3.00/book

With tabs: \$4.00/book

Foamcore:

\$4.25/sheet



June 10, 2016

Mackenzie
Logan Building
500 Union St. Suite 545
Seattle WA 98101
Attention: Kim Doyle

RE: Kalama Library – MEP Proposal

Dear Kim,

Thank you for the opportunity to have BCE Engineers, Inc. provide mechanical, electrical and plumbing design services for the Kalama Administrative Building in Kalama, WA. Our understanding of the project scope is as follows:

- Review the existing mechanical and electrical equipment within the building.
- Permit level drawings and documentation for the following items:
 - HVAC Design for the Library side of the building.
 - Electrical Design to accommodate the mechanical modification.
 - Electrical Design to correct a few small items identified in the report.
- Outline specifications to reinforce code compliance and material quality.
- Provide HVAC load calculations for the space to accommodate permit requirements if required by the AHJ. The existing envelope information will need to be provided by the Architect prior to starting the load calculations.
- Provide Mechanical NREC forms required for permit if required by the AHJ.

Any services that are not mentioned above can be added in the future as an hourly task.

Our engineering design fee for this project is an hourly not to exceed fee of **\$2,000**.

If construction assistance is desired for submittal reviews, RFI responses, site investigations, etc... they can be accommodated at our standard hourly rates.

If you have any questions, please do not hesitate to call.

Sincerely,

BCE Engineers, Inc.

Ben Hedin, PE
Principal



June 8, 2016

Jeff Humphreys
Mackenzie
1515 Southeast Water Avenue
Suite 100
Portland, OR 97214

Cost Estimating Fee Proposal, Revision #1

Project Name: Kalama Library

Project Description: A) Repairs from flood damage, minor remodeling, and HVAC improvements. The construction budget is \$200,000 for this work.
B) Water damage repairs at brick wainscot.

Services:

50% CD Phase (A & B): Provide one Line Item cost estimate
90% CD Phase (A): Provide one Line Item cost estimate

Inclusions:

All work items typically included within a general contractor's scope of work including architectural, structural, mechanical & electrical work items.

Exclusions: Soft costs (including design fees & permits), and furnishings.

Cost Estimating Fee Proposal: \$4,550.00
(four thousand five hundred fifty dollars)

Additional Work: Alternates, options, phases, and VE items will be billed hourly.

Billing Rates for additional work:

Chief Estimator \$115.00/Hr
Estimator #3 \$105.00/Hr

Schedule: After the client and Construction Focus, Inc. (CFI) agree to a starting date and after CFI has received all the relevant design, spec, existing conditions, site survey, and narrative documents, CFI will complete each cost estimate in 8 business days.

This cost estimating fee proposal will remain valid for 90 days after submission.

For each design phase Construction Focus will be supplied with all the relevant design documents at one time, before the cost estimating effort begins. If information is supplied in phases the delivery of the cost estimate will be delayed accordingly and additional billing will be done on an hourly basis.

Respectfully submitted,
CONSTRUCTION FOCUS, INC.



By Steve Gunn, President

Accepted by:

Date: _____