



McCleary Regular City Council Meeting

Wednesday, March 13, 2024 – 6:30 PM

McCleary City Hall Council Chambers & Zoom Virtual Meeting

Agenda

Join Zoom Meeting

https://us06web.zoom.us/webinar/register/WN_kkuYO8EiRPqPfxSty-U94w

Meeting ID: **817 9207 7978**

Passcode: **144764**

(253) 215-8782

Call to Order/Flag Salute/Roll Call

Agenda Modifications/Acceptance

Special Presentations

1. SCJ Alliance - Comprehensive Plan Update

Public Comment - Agenda Items Only

Consent Agenda

2. Accounts Payable February 16-29, 2024 Ck Numbers 53065-53099 including EFT's totaling \$104,427.01
3. Meeting Minutes - February 14, 2024

Updates

4. Staff Reports - Water & Wastewater, Public Works, Light & Power, Police Activity, Finance, Fire Dept.
5. Committee Updates

New Business

Old Business

6. Fire Chief Appointment
7. Gray & Osborne Consultant Agreement
8. MacKenzie Inc, Space Needs Assessment - Consultant Agreement

Ordinances and Resolutions

Public Comment - City Business Only

Executive Session

9. Discussion with Legal Counsel about legal risks RCW 42.30.110(1)(i)

Closed Session

10. Collective Bargaining RCW 42.30.140(4)(a)

Council Comments

Mayor Comments

Adjourn

Please turn off Cell Phones- Thank you

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McCleary Regular City Council Meeting

Wednesday, February 14, 2024 – 6:30 PM

McCleary Community Center & Zoom Virtual Meeting

Minutes

Call to Order/Flag Salute/Roll Call

Meeting called to order at 6:30pm by Mayor Miller

PRESENT

- Councilmember Jacob Simmons
- Councilmember Brycen Huff
- Councilmember Andrea Dahl
- Councilmember Keith Klimek

ABSENT

- Councilmember Max Ross

Motion made by Councilmember Dahl, Seconded by Councilmember Huff to excuse Councilmember Ross.
Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Dahl, Councilmember Klimek

Agenda Modifications/Acceptance

Motion made by Councilmember Dahl, Seconded by Councilmember Huff to accept the Agenda.
Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Dahl, Councilmember Klimek

Special Presentations

None

Public Comment - Agenda Items Only

None

Consent Agenda

Motion made by Councilmember Dahl, Seconded by Councilmember Simmons to accept the Consent Agenda.
Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Dahl, Councilmember Klimek

1. Accounts Payable January 16-31, 2024 Check Numbers 52957-52997 Including EFT's Totaling \$57,393.87
2. January 24, 2024 Minutes

Updates

3. Staff Reports - Police Activity, Public Works, Light & Power, Fire Department, Public Works Director, Finance

Councilmember Simmons commented that he saw we got the new Durango in. Chief Patrick stated it is due to go in for striping next week. Patrick said the Jeep will be used as backup. The Explorer is used by Eagle once a week and is still in working order.

Councilmember Dahl asked for an update on the Fire Chief. Mayor Miller stated they are working on

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questions now and hope to have that completed in the next few weeks. There will be three on the panel, none from our Fire Department and Mayor Miller did not disclose who is on the panel.

4. Council Committee Updates

Councilmember Huff said he attended the Chehalis Basin Partnership and Chad Bedlington and the Aquifer Consultant gave a presentation to the group. Chad gave a brief update on the project. Councilmember Dahl said Finance Committee met today and went over 13th Month transactions and started working on 2024 figures.

Councilmember Simmons said Policy Committee has not met yet, but plan to work on some Ordinance clean-up.

New Business

None

Old Business

5. Trotter & Morton Agreement

Chad Bedlington stated this is a reoccurring agreement that does maintenance on our chiller. We will need a replacement chiller soon.

Motion made by Councilmember Huff, Seconded by Councilmember Dahl to approve the Trotter & Morton Agreement.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Dahl, Councilmember Klimek

6. Legacy Power Systems Proposal

Chad Bedlington said this is a maintenance agreement for the City's generators. The cost should be around \$5000-\$6000 per year.

Motion made by Councilmember Huff, Seconded by Councilmember Dahl to approve the Legacy Maintenance Agreement.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Dahl, Councilmember Klimek

7. Information Technologies (IT) Project Update - MOU with IBEW

Chad Bedlington stated he appreciates Council engagement. It has been a difficult 8-9 months and we're trying to get to a better IT infrastructure. The City had a catastrophic failure in the IT system early last year and this is the backbone of what makes the City work. We have an in-house IT person that can support us at a fraction of the cost. Going out to a 3rd party consultant can be really expensive; \$72,000-\$80,000 per year versus having Tyson do the IT works for \$7000-\$8000 per year. Tyson has done a fantastic job and works hard for the City and community to support us. The job description has been rewritten and an MOU drafter with the Union. We are asking to allow an employee to work Out of Class up to 10 hours per week. This is not intended to a permanent full-time position.

Chad Bedlington stated that on the Law Enforcement side, for anyone to work on our police system, there are certain restrictions on who can and cannot access it. Tyson is certified for access and Aktivov is not.

Councilmember Klimek said office staff praises Tyson. He asked how Chad came up with the \$7000-\$8000 annual cost. Chad Bedlington said the salary was based off of the AWC Salary Survey and figured out the Out of Class criteria with the union in the MOU.

Councilmember Huff asked about reaching out to Montesano, Elma and Aberdeen to contract with

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one of them for IT support. Huff is concerned about having 1 person in charge of IT. Chief Patrick stated they could be back up but need internal assistance. Councilmember Simmons asked about the position being exempt. Jenna Amsbury stated there has been changes to exempt criteria and this position does not qualify. It is not unique for an IT position to be a union covered position.

Motion made by Councilmember Klimek to approve the MOU with IBEW. There was no second. Motion dies.

Ordinances and Resolutions

None

Public Comment - City Business Only

None

Executive Session

None

Council Comments

Councilmember Klimek stated we need to solve the IT issues.

Mayor Comments

None

Adjourn

Motion made by Councilmember Huff, Seconded by Councilmember Klimek to adjourn the meeting at 7:38pm
Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Dahl, Councilmember Klimek



City of McCleary

STAFF REPORT

To:	Mayor Miller and City Council
From:	Kevin Trehwella
Date:	March, 2024
Department:	Water and Wastewater

Water and Wastewater:

More rain than we have seen recently, which increases flow to the WWTP, has caused us to make changes to operations. Thanks to an experienced operations team, we can keep the WWTP working smoothly. If only we had an IT guy. We can't even correct the date or time on our computer since we need an IT admin to make that change.

The Water Treatment plant has now been operational for 10 years. We now have the new VFD's in place and operations are very smooth.

Kevin Trehwella



City of McCleary

STAFF REPORT

To:	Mayor Miller and Council
From:	Jenna Jarvis, Field Foreman
Date:	March 5, 2024
Department:	Public Works

Hello everyone!

I am proud to announce 2 people on crew have passed their Water Distribution Manager 1 test!!! These guys have studied hard over the last few months while also completing day-to-day tasks. They also passed with stellar scores.

With it still being in the winter months we have had lots of projects we have either officially completed or whole projects in general. We officially finished up 2 service connections. One of Fir St. and the other on McCleary Rd. We also ran into an issue when moving our water meter trailer. The crew was cleaning up our equipment yard and noticed the wheel was no longer connected to the axel. We have since replaced the whole frame, rebuilt, insulated, and painted. We are waiting for new parts to come in to rebuild the meter and the backflow preventor. Which should come in next week. We are also in the process of painting restroom floors. We have finished the park restrooms and are now working on minor repairs on the facility. Next, we will be painting the transit station floors.

We have made a good dent in the Lead and Copper inventory. As a friendly reminder please know that your home may be dug up at the meter. We will most likely dig on both the homeowner side as well as the city side to complete our needed data.

We have become familiar with our new GPS unit. There will be typically 1 person going to every water meter to take its GPS location. When we are done with meters we will move on to hydrants, valve houses, manholes, clean outs, etc....

On February 15th, when we had our last good amount of snow, we were very busy as our crew was short staffed that day. Which lead us to having a very busy day. We plowed as much as we could doing our best to keep it out of driveways, assisting the Police Department and DOT in shutting down highway 108, shoveled snow around city hall and the library, clearing trees, low hanging cable lines, and we as finishing up our annual fire extinguisher inspection.

Have a wonderful day!
-Jenna Jarvis



City of McCleary STAFF REPORT

To:	Mayor Miller and Council
From:	Paul Nott
Date:	3/5/2024
Department:	Light and Power

Hello All,

Since our last report we have responded to another 7 power outages. The major one was the snowstorm on the 14th and 15th of February. This snowstorm consisted of a lot of heavy wet snow that impacted a lot of our customers. Some of them lost their lights more than once during the event which led us to chasing outages for 20 hours straight. Even after the event we had a couple days repairing poles and equipment to get our service area back to normal. Other outages were a bad transformer at the Beehive, a failed cut out on the feeder to Birch ST, a customer service issue on Pine ST and another outage on Oak. The good news is that we are closer to the end of storm season than we are the beginning.

As always, we have been fielding customer requests and doing line maintenance when our crew structure or time allows.

If anyone has any questions or concerns, feel free to contact us...

Paul

**McCleary Police Department
Monthly Call Activity Report**



Feb-24

#	Calls	JUVPRB
		Lost Property
		Lost/Missing/Found Person
		Malicious Mischief
		Motorist Assist
	911 Hangup	1 Noise
2	911 Open line	Non Blocking Accident
	Abandoned/Disabled Vehicles	Non Blocking Vehicle
	Abuse	Open Door
	Accidents blocking	Order
2	Accidents non blocking/unk	Over
4	Agency Assist	Paper Service
	Alarm	Parking Problem
5	Animal	8 Police Information/phone message
1	Assault in Progress	Property/Lost/Found/Recovered
2	Assault	1 Prowler
6	Assists-Citizen	3 Reckless
	ATC (Attempt to Contact)	Robbery
	ATL (Attempt to Locate)	Runaway
	BITE	Service
	Blocking Accident	Sex Offense
	Burglary	Shooting/Weapons/Explosives/ Hazards
	Child Molestation/Rape/Comm	Shoplifting
	Civil/Public	2 Subject Stop
	Controlled Substance	Suicide
1	Code	1 Suicide/Threats/ Attempts
	Death Investigation	3 Suspicious Person
2	Disabled Vehicle	7 Suspicious Vehicle
1	Disorderly conduct	2 Suspicious/Unknown Circumstances
1	Display (unlawful)	Thefts In Progress
1	DUI	1 Thefts/ Larceny
4	DVA in Progress	Threats
2	Extra	103 Traffic
	Fight	5 Traffic Offense
21	Fire or Aid Responding	6 Traffic- Other/Hazzard/Patrol
	Firearm	Traffic Per.
	Forgery	Traffic/ Infractions
	Found Person	4 Trespassing
1	Found Property	Unknown Problem
1	Fraud/ Scam Offences/blackmail	Vehicle Alarm
	Harassment	Vehicle Theft
	Hit & Run	2 Voided incident
	Message	Violation Controlled Substance
1	Structure fire	2 Warrants/Wanted Person
	WILDFire	5 Welfare check
58		156

Tickets: 61 YTD: 95

Total : 214 Year To Date: 427



City of McCleary STAFF REPORT

To:	Mayor and Council
From:	Jenna Amsbury, Clerk-Treasurer
Date:	March 6, 2024
Department:	Finance & Administration

February is a catch-up month after a very busy January.

Updates:

- The City Safety Committee was formed and will meet in March. Meetings will be held monthly.
- Application for the State Archives Record Management Program was completed. I requested \$20,000 for an Organize the File Room project. This project, if approved, would provide for two part time employees to organize records, prepare them for scanning, destruction or sending to state archives for retention. This is a needed next step to get organized and assist with public records and records management ongoing.
- I attended numerous training courses in February for personnel/HR, public records and finance through WCIA and Springbrook.
- Beginning preparations for the annual report and gathering necessary documents.
- Public Records – nine total requests received so far this year. Five are currently open. Two requests from 2023 are pending closure.



City of McCleary STAFF REPORT

To:	Mayor Miller and Council
From:	Fire Chief Andrew Pittman
Date:	March 6, 2024
Department:	Fire Department

Hello all,

Our last new member has completed all his paperwork and will be cleared to run calls soon. We also have received 2 new applications for the fire department and will be getting to know these new candidates shortly.

We have received our new bunker gear nearly 2 months ahead of schedule and it has been distributed out to members. We are excited to use some of the new features on this gear and look forward to the ease of operability and having a second set for contamination reasons.

I was appointed the Fire Chief by the mayor as of February 22 after an oral board interview.

Two of our members were able to attend the Lithium Ion battery and energy symposium put on by the state fire marshal’s office and the Washington State Dept of Emergency Management. This covered new techniques and strategies for dealing with battery fires.

I am currently attending the Northwest leadership Conference through my employer and am learning many aspects of leadership, and risk mitigation.

February Call numbers are as follows:

Total= 12

Thank you for the opportunity and Stay Safe,

Fire Chief Andrew Pittman



CITY COUNCIL AGENDA ITEM COVER SHEET

FROM: Chad Bedlington, Director of Public Works

DATE: March 13, 2024

AGENDA ITEM TITLE: Consultant Agreement – Gray & Osborne, W Maple Street Project

SUMMARY

The City has received approval from the Transportation Improvement Board (TIB) to advance into the permitting and design phase of the W Maple Street Project. Gray and Osborne was selected as our design consultant through a competitive bid selection process utilizing the MRSC consultant roster.

FISCAL IMPACT

The design portion of this project is 95% funded by TIB, with the remaining 5% (3,011.00) funded from the Cities Real Estate Excise Tax (REET) funds.

RECOMMENDATION/ACTION REQUESTED

Approve the Mayor to execute the Consultant Agreement and begin design of the project.



Transportation Improvement Board (TIB) Consultant Agreement

Item 7.

TIB PROJECT NUMBER <p style="text-align: center;">P-W-956(P07)-1</p>	PROJECT PHASE <i>(check one)</i> <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction
PROJECT TITLE & WORK DESCRIPTION West Maple Street Sidewalk Preliminary and Final Design (PS&E) and Bid and Award Services	
CONSULTANT NAME & ADDRESS Gray & Osborne, Inc. 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144	
AGREEMENT TYPE <i>(check one)</i>	
<input type="checkbox"/> LUMP SUM \$ _____	
<input checked="" type="checkbox"/> COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE 186% OVERHEAD COST METHOD	
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Rate 42% </div> <div style="margin-left: 50px;"> <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate </div> </div> <p style="text-align: center; margin-top: 10px;">FIXED FEE \$6,875.00</p>	
<input type="checkbox"/> SPECIFIC RATES OF PAY	
<input type="checkbox"/> COST PER UNIT WORK	
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %
COMPLETION DATE <p style="text-align: center;">December 31, 2024</p>	MAXIMUM AMOUNT PAYABLE <p style="text-align: center;">\$60,220.00</p>

THIS AGREEMENT, made and entered into this _____ day of March 2024, between the City of McCleary, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

**I
GENERAL DESCRIPTION OF WORK**

**II
SCOPE OF WORK**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



Transportation Improvement Board (TIB)

Consultant Agreement

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANTs employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.



Transportation Improvement Board (TIB)

Consultant Agreement**IX****TERMINATION OF AGREEMENT**

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination other corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.



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Consultant Agreement

**X
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII
VENUE, APPLICABLE LAW AND
PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII
LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV
EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.



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**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XIX
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By Michael B. Johnson By _____
 Michael B. Johnson, P.E., President

Consultant Gray & Osborne, Inc. City of McCleary



EXHIBIT A-1 Certification of Consultant

Project No. P-W-956(P07)-1	City of McCleary
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I hereby certify that I am Michael B. Johnson, P.E. a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

3/5/24
Date


Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of McCleary, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature



EXHIBIT B-1 Scope of Work

Project No.

P-W-956(P07)-1

Describe the Scope of Work

Install 5-foot-wide cement concrete sidewalk with ADA compliant curb ramps on the south side of West Maple Street from Main Street to South 6th Street. Install new curb and gutter with landscape buffer between sidewalk and curb. Install approximately three new catch basins along new curb line and connect to existing storm system along West Maple Street.

DESIGN SERVICES

(It is the intent of this scope to generally comply with the improvements identified in the City's TIB grant application as well as comply with City standards, and TIB funding requirements.)

Task 1 – Project Management

- A. Provide overall project management services including:
 - 1. Project staff management,
 - 2. Implementation of quality control program, and
 - 3. Management of project budget and schedule.
 - 4. Manage subconsultant work.
- B. Prepare and submit progress report with monthly invoice.

Task 2 – Quality Assurance/Quality Control Meetings

- A. Conduct two in-house quality assurance/quality control (QA/QC) meetings during the course of the project. The meetings will take place at approximately 60, and 90 percent completion status. The meetings will include review by qualified senior staff members, key design team members, and Agency staff (as desired).
- B. Incorporate pertinent recommendations and suggestions into bid/construction documents regarding QA/QC reviews.

Task 3 – Project Funding Agency Coordination

- A. Gray & Osborne staff shall coordinate their work (as applicable) as authorized by the City with the City's funding agency (TIB) and assist the City in preparing updated cost estimate (UCE) forms, and other required paperwork.

Task 4 – Right-of-Way and Topographical Survey

- A. Establish vertical and horizontal (right-of-way) control for survey and mapping within project improvement area.
- B. Acquire records of survey, plat maps, assessor maps, etc., as required for establishing right-of-way. Identify right of way (centerline and edges).
- C. Acquire topographical survey of site (within and adjacent to proposed improvements to include referencing surface grades; pavement edges; obvious utility structures including utility poles, hydrants, valves; fences; major trees and significant landscaping; pedestrian facilities; driveways; buildings, water, sanitary, and storm facilities, etc., in sufficient detail to support design of the project.



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- D. Acquire off-site survey at properties abutting project corridor, intersecting streets, and all driveways to facilitate incorporation of ingress/egress corridors into design and in sufficient details to identify impacts and provide adequate mitigation to adjacent properties. Note: This work assumes right of access will be granted by property owners for this work.
- E. Incorporate all electronic files (produced by survey) and create base map of project corridor, adjacent parcel lines, and existing utilities of record and/or surveyed utilities.

- Notes: (1) This work assumes a record of survey is not required, nor is it included in our scope of work.
 (2) Gray & Osborne, Inc. shall be entitled to rely on the accuracy of information provided by others for the purpose of this work (see items above).

Task 5 – Conceptual and Preliminary Design

- A. Develop preliminary concepts (35 percent level of design) and exhibits for use in staff meetings, etc., for evaluation and comments on conceptual design.
- B. Incorporate available utility as-built or record drawing information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map. Consultant shall be able to rely on information provided by others for the intended purpose of developing design drawings.
- C. Prepare specifications (including proposal) in WSDOT Standard Specifications (2024) and City-approved format.
- D. Prepare preliminary plans, drawings, special details, etc., of roadways, pedestrian improvements, curbs, and related facilities at 60 and 90 percent levels of design, and in City-approved format to include updated engineer's construction cost estimate(s). Submit (two copies) of plan sets and specifications (including updated cost estimates) to City for review and comment at 60 and 90 percent intervals. Incorporate applicable City comments.

Task 6 – Utility Coordination

- A. Request utility records from private utilities and incorporate into design documents as applicable.
- B. Coordinate the relocation of private utility infrastructure, through meetings and/or correspondence with the utility provider(s), while representing the interests of the Agency.
- C. Coordinate City-owned utility conflict resolution regarding this project with applicable Agency staff for facilities known to exist in the project area.

Note: Task 6 assumes: (1) that the various utility purveyors operate by utility franchise within any public rights-of-way, and the Agency and/or WSDOT will provide copies of relevant documents regarding these franchises to the Engineer. The Engineer is not responsible for costs resulting from utility relocation design and/or actual relocation of any utilities not otherwise specified herein; (2) that preparation of any new easement documentation is specifically excluded for any and all utility purveyor(s); and (3) that the Engineer will send plan sets to affected utility purveyors at two intervals throughout the development of the project (60 percent and 100 percent) to inform utility purveyors of potential impacts to their infrastructure, and to solicit comments on same.

Task 7 – Temporary Construction Permits/Easements

- A. Identify areas on adjacent private property where temporary construction permits/easements are needed to be acquired to facilitate construction. This may include small, parallel, and adjacent strips of land or driveway areas needed to be reconstructed and incorporated into project documents.



- B. Prepare temporary construction permits and/or easements for City's use in their acquisition of construction permits/easements as may be required.

Note: Right-of-way acquisition is not anticipated nor included in our scope of work. If such is required, it will be negotiated as an extra.

Task 8 – Final Design Plans and Specifications

- A. Prepare and submit final (100%) project plans, specifications, and cost estimates to include evaluation and incorporation of all previous and pertinent City and/or TIB comments.
- B. Submit final plans, specifications, engineer's cost estimate (construction), and solicit authorization to bid the project from both the City and TIB.

Task 9 – Bid and Award Services

- A. Prepare bid advertisement and distribute to two newspapers (Daily Journal as well as City's newspaper of record). Our fees do not include cost of publication of advertisements.
- B. Prepare and distribute electronic bid documents (G&O website) to local planning agencies, utility companies, City, and funding agency. Prepare and distribute (electronic) bid documents to bona fide bidders. Maintain bidders list.
- C. Answer bid inquiries during bid phase, to include providing written clarification as may be required.
- D. Prepare and distribute any bid addenda as required.
- E. Review bids tendered, check references of responsible, qualified low bidder, prepare and distribute bid summary, and prepare and transmit Engineer's "Letter of Recommendation for Award." Coordination with City and TIB.

Documents to be Furnished by the Consultant

- Electronic file of all Final Plans (AutoCAD) and Specifications (MS Word) and addenda (as may be applicable).
- Hard copy of Plans and Specifications and Cost Estimates to include any addenda (as may be applicable).
- Two sets of Plans, Specifications, and Cost Estimates at each of the two submittal intervals (60 and 90 percent) listed in the scope of work.
- Copy of all photographs, exhibits, reports, title searches and drawings, prepared as part of this Project.



EXHIBIT C-2 Payment (Cost Plus Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

4. Fixed Fee

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.



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Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

5. Maximum Total Amount Payable

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

C. Final Payment

Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims of any nature which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



EXHIBIT D-1
Consultant Fee Determination Summary Sheet
 (Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Brian Sourwine, P.E.				Date March 4, 2024	
Project West Maple Street Sidewalk					
Direct Salary Cost (DSC)					
Classification	Man Hours		Rate		Cost
Principal-In-Charge	6	x	\$46 to \$75	=	\$408
Project Manager	42	x	\$42 to \$75	=	\$2,856
Project Engineer	158	x	\$38 to \$57	=	\$8,690
AutoCAD/GIS Tech./Engineering Intern	48	x	\$20 to \$54	=	\$1,824
Survey Crew (2 Person)	20	x	\$55 to \$94	=	\$1,760
Professional Land Surveyor	16	x	\$38 to \$61	=	\$832
TOTAL DSC					\$16,370
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or 186% x \$16,370					\$30,448
FIXED FEE (FF)					
FF Rate x DSC or 42% x \$16,370					\$6,875
REIMBURSABLES					
Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc.					\$752
SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead)					\$5,775
GRAND TOTAL					\$60,220



EXHIBIT D-2
Consultant Fee Determination Summary Sheet
(Specific Rates of Pay)
FEE SCHEDULE

Discipline or Job Title	Hourly Rate	Overhead 186%	Profit 42%	Rate Per Hour
AutoCAD/GIS Tech./Engineering Intern	\$20-\$54	\$37.20-\$100.44	\$8.40-\$22.68	\$65.60-\$177.12
Electrical Engineer	\$38-\$69	\$70.68-\$128.34	\$15.96-\$28.98	\$124.64-\$226.32
Structural Engineer	\$36-\$67	\$66.96-\$124.62	\$15.12-\$28.14	\$118.08-\$219.76
Environmental Tech./Specialist	\$28-\$52	\$52.08-\$96.72	\$11.76-\$21.84	\$91.84-\$170.56
Engineer-In-Training	\$30-\$55	\$55.80-\$102.30	\$12.60-\$23.10	\$98.40-\$180.40
Civil Engineer	\$35-\$55	\$65.10-\$102.30	\$14.70-\$23.10	\$114.80-\$180.40
Project Engineer	\$38-\$57	\$70.68-\$106.02	\$15.96-\$23.94	\$124.64-\$186.96
Project Manager	\$42-\$75	\$78.12-\$139.50	\$17.64-\$31.50	\$137.76-\$246.00
Principal-in-Charge	\$46-\$75	\$85.56-\$139.50	\$19.32-\$31.50	\$150.88-\$246.00
Resident Engineer	\$38-\$58	\$70.68-\$107.88	\$15.96-\$24.36	\$124.64-\$190.24
Field Inspector	\$30-\$56	\$55.80-\$104.16	\$12.60-\$23.52	\$98.40-\$183.68
Field Survey Crew (2 Person)	\$55-\$94	\$102.30-\$174.84	\$23.10-\$39.48	\$180.40-\$308.32
Field Survey Crew (3 Person)	\$91-\$130	\$169.26-\$241.80	\$38.22-\$54.60	\$298.48-\$426.40
Professional Land Surveyor	\$38-\$61	\$70.68-\$113.46	\$15.96-\$25.62	\$124.64-\$200.08
Secretary/Word Processor*	N/A	N/A	N/A	N/A

* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.67 per mile or the current maximum IRS rate without receipt IRS Section 162(a).



**EXHIBIT E-1
Breakdown of Overhead Cost**

GRAY & OSBORNE

COMPUTATION OF OVERHEAD MULTIPLIER

Federal, State, and Local Taxes	21.2%
Insurance and Medical	23.0%
Professional Development and Education	0.6%
Sick Leave, Vacations and Holidays	14.2%
Administration (Typing, CADD, GIS, Computer)**	37.2%
Rent, Utilities, and Depreciation.....	19.0%
Office Expenses, Support and Maintenance	5.1%
Travel	2.0%
Retirement and Incentive Program	63.4%
Facilities Cost of Capital.....	0.3%
TOTAL:	186.0%

**Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



**EXHIBIT G-1
Subcontracted Work**

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Cultural Resource Consultants (Archaeological Services)\$5,775.00*

*Amount shown above includes 10% Administrative Overhead.



CITY COUNCIL AGENDA ITEM COVER SHEET

FROM: Chad Bedlington, Director of Public Works

DATE: March 13, 2024

AGENDA ITEM TITLE: Consultant Agreement – Mackenzie Inc, Space Needs Assessment

SUMMARY

In August of 2023 the City issued a Request for Qualifications (RFQ) to partner with a qualified architectural and engineering firm to evaluate space needs of the City. The City selected MacKenzie Inc. to perform the scope of work for the project. This is considered a phase 1 Programming project. 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.

This space needs assessment includes review of a future City Hall and the needs of our Fire Department facilities, as well as the general Public Works campus. The assessment will be completed collaboratively with City Administration, Staff, and the Fire Department.

FISCAL IMPACT

There is \$32,500 allocated in the 2024 budget to perform this task. Phase 1 of this project as proposed has a fee of \$26,500 which falls within the allotted budget.

RECOMMENDATION/ACTION REQUESTED

Approve the Mayor to execute the Consultant Agreement and begin planning work on the facilities planning.

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

Email: chadb@cityofmccleary.com

Consultant:

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

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.)

City of McCleary
 McCleary City Hall Programming
 Project Number 2230255.00
 August 1, 2023 (Revised February 14, 2024) (Revised March 5, 2024)
 Page 3

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.

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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

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

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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