

LACEY HISTORICAL COMMISSION AGENDA

Wednesday, December 15th, 2021, 6:00pm

Remote Meeting via Zoom

The Historical Commission meeting will be conducted remotely, not in-person. However, you may view the meeting by visiting a link, or call in and listen via telephone:

The public may view the meeting by using the following link:

<https://us02web.zoom.us/j/81825245697>

The public may also listen to the meeting via telephone by dialing toll-free:

(888) 788-0099 or **(877) 853 5247** - when prompted enter Webinar ID: 818 2524 5697
press # (*participant ID not required*)

Public comments may be submitted by email to ssmith@ci.lacey.wa.us. Emailed comments will be included in the next available Historical Commission packet, but will not be addressed during the meeting. Public comments may also be made at the Zoom meeting via audio.

1. Call meeting to order
2. Additions or deletions to the agenda*
3. Minutes
 - a. Correction/Approval to the November 17th, 2021 minutes*
4. Announcements
5. Correspondence
6. Calendar of Events
 - a. January HistoryTalks!
7. Old Business
 - a. New Museum project
 - b. November Acquisitions*
8. New Business
 - a. JRO + CO Presentation – Jason Robertson
 - b. Recent Acquisitions*
 - c. 2022 Calendar*
 - d. Strategic Plan*
 - e. Part 3 Open Public Meetings Training
9. Ad Hoc Committee Reports
 - a. Policy/StEPs Committee—on hiatus
 - b. Archaeology Committee
10. Public Comment
 - a. Lacey Historical Society
 - b. Others

11. Reports
 - a. Museum/Curator
 - b. Commissioners
 - c. Chair
 - d. Parks, Culture & Recreation Director

12. Adjourn

**Items that require Commission action.*

The Museum enriches our community and engages visitors by sharing vibrant stories of the past through the preservation and celebration of Lacey and the South Sound region's cultural heritage.

PROFESSIONAL SERVICES AGREEMENT
PW 2021-32
MUSEUM & CULTURAL CENTER – CONSTRUCTION ADMIN BP1

THIS AGREEMENT is made by and between the City of Lacey, a code City of the State of Washington, hereinafter “City” and KMB Architects, hereinafter “Consultant,” jointly referred to as “Parties.”

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. **Work to Be Performed.** Consultant shall provide all labor, services, and material to satisfactorily complete the Scope of Services, attached as Exhibit A.
 - A. **Administration.** The City Manager or designee shall administer and be the primary contact for Consultant. Prior to commencement of work, Consultant shall contact the City Manager or designee to review the Scope of Services, schedule, and date of completion. Upon notice from the City Manager or designee, Consultant shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.
 - B. **Representations.** City has relied upon the qualifications of Consultant in entering into this Agreement. By execution of this Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of agreed-upon personnel shall be made without the prior written consent of City.

Consultant represents that the compensation as stated in paragraph 3 is adequate and sufficient for the timely provision of all professional services required to complete the Scope of Services under this Agreement.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in City-furnished information.
 - C. **Standard of Care.** Consultant shall exercise the degree of skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed.
 - D. **Modifications.** City may modify this Agreement and order changes in the work

whenever necessary or advisable. Consultant shall accept modifications when ordered in writing by the City Manager or designee, so long as the additional work is within the scope of Consultant's area of practice. Compensation for such modifications or changes shall be as mutually agreed between the Parties. Consultant shall make such revisions in the work as are necessary to correct errors or omissions appearing therein when required to do so by City without additional compensation.

2. **Term of Contract.** This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by City. Consultant shall complete its work by June 30, 2023, unless the time for performance is extended in writing by the Parties.

Either Party may terminate this Agreement for material breach after providing the other Party with at least 10 days' prior notice and an opportunity to cure the breach. City may, in addition, terminate this Agreement for any reason by 10 days' written notice to Consultant. In the event of termination without breach, City shall pay Consultant for all work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation and Method of Payment.**

- A. The City shall pay Consultant for the performance of those services designated in Exhibit "A," an amount not to exceed \$62,450.00. If the description of services on Exhibit "A" designates additional services which may be requested by the City, said additional services will be paid for by the City at the rate set forth on Exhibit "A," which sum may exceed the "not to exceed" amount set forth above; however, said services will only be performed and compensated by the City after the City has directed such performance in writing.

- B. Payment by the City for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment may be made on a monthly or other periodic basis and may be made on the basis of an estimate of the percentage of contract completion accomplished if said procedure is approved by the City.

- C. If an hourly rate of compensation or other means of measurement is set forth on Exhibit "A," the parties intend that said measurement shall be used up to the "not to exceed" figure set forth above.

- D. The City reserves the right to withhold payment under this Agreement for that portion of the work (if any) which is determined in the reasonable judgment of the City Manager or designee to be noncompliant with the Scope of Services, City standards, City Code, and federal or state standards.

4. **Notice.** Notices other than applications for payment shall be given in writing as follows:

TO THE CITY:

Name: Ashley Smith
Phone: (360) 413-4340
Address: 420 College St SE
Lacey, WA 98513

TO THE CONSULTANT:

Name: James Hill, AIA
Phone: (360) 352-8883
Address: 906 Columbia St SW #400
Olympia, WA 98501

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. Consultant warrants that its designs, construction documents, and services shall conform to all federal, state, and local statutes and regulations.

6. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.**

- A. By executing this Agreement, the Consultant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

7. **Relationship of the Parties.** It is understood and agreed that Consultant shall be an

independent contractor and not the agent or employee of City, that City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Consultant. Any and all employees who provide services to City under this Agreement shall be deemed employees solely of Consultant. The Consultant shall be solely responsible for the conduct and actions of all its employees under this Agreement and any liability that may attach thereto.

8. **Ownership of Documents.** All drawings, plans, specifications, and other related documents prepared by Consultant under this Agreement are and shall be the property of City, and may be subject to disclosure pursuant to chapter 42.56 RCW or other applicable public record laws. The written, graphic, mapped, photographic, or visual documents prepared by Consultant under this Agreement shall, unless otherwise provided, be deemed the property of City. City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, and copies in the form of computer files, for the City's use. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, drawings, images, or other material prepared under this Agreement, provided that Consultant shall have no liability for the use of Consultant's work product outside of the scope of its intended purpose.
9. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Consultant's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.
10. **Insurance.** Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees, or subcontractors.
 - A. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types described below:
 1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial general liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury, and advertising injury. City shall be named as an additional insured under Consultant's commercial general liability insurance policy with respect to the

work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.
4. Professional liability insurance appropriate to Consultant's profession.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per accident.
2. Commercial general liability insurance shall be written with limits no less than \$1,000,000 for each occurrence, and \$2,000,000 for general aggregate.
3. Professional liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability, and commercial general liability insurance:

1. Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Consultant's insurance and shall not contribute with it.
2. Consultant shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Consultant.
3. If Consultant maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.
4. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving at least five business days' notice to Consultant to correct the breach, immediately terminate the Agreement, or at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Consultant shall furnish acceptable insurance certificates to the City Clerk at the time Consultant returns the signed Agreement, which shall be Exhibit C. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to City. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. **Indemnification and Hold Harmless**. Consultant shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Consultant, Consultant's agents, subcontractors, subconsultants, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Consultant's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees pursuant to RCW 4.24.115.

Consultant's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Consultant, Consultant's agents, subcontractors, subconsultants, and employees shall apply only to the extent of the negligence of Consultant, Consultant's agents, subcontractors, subconsultants, and employees.

Consultant's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Consultant's waiver of immunity under this provision extends only to claims against Consultant by City, and does not include, or extend to, any claims by Consultant's employees directly against Consultant.

Consultant hereby certifies that this indemnification provision was mutually negotiated.

12. **Waiver.** No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
13. **Assignment and Delegation.** Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.
14. **Subcontracts.** Except as otherwise provided herein, Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.
15. **Confidentiality.** Consultant may, from time-to-time, receive information which is deemed by City to be confidential. Consultant shall not disclose such information without the prior express written consent of City or upon order of a court of competent jurisdiction.
16. **Jurisdiction and Venue.** This Agreement is entered into in Thurston County, Washington. Disputes between City and Consultant shall be resolved in the Superior Court of the State of Washington in Thurston County. Notwithstanding the foregoing, Consultant agrees that it may, at City's request, be joined as a party in any arbitration proceeding between City and any third party that includes a claim or claims that arise out of, or that are related to Consultant's services under this Agreement. Consultant further agrees that the Arbitrator(s)' decision therein shall be final and binding on Consultant and that judgment may be entered upon it in any court having jurisdiction thereof.
17. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).
18. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
19. **Anti-kickback.** No officer or employee of City, having the power or duty to perform

an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

- 20. **Business Registration.** Consultant shall register with the City as a business prior to commencement of work under this Agreement if it has not already done so.
- 21. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

The Parties have executed this Agreement this day of _____, 20__.

CITY OF LACEY

CONSULTANT:

By: _____
Scott Spence
City Manager

By: _____
James Hill, AIA
KMB Architects

Approved as to form:

David Schneider
City Attorney



Fee Amendment (3) – BP1 Bidding & Construction Administrative Services

Date: November 3, 2021
To: Ms. Ashley Smith
Capital Projects Manager
City of Lacey Public Works
420 College St. SE
Lacey, WA 98503
From: Mr. James Hill, AIA, Partner
Project: Lacey Museum & Cultural Center
Subject: Fee Amendment (3) Proposal – BP1 Bidding & CA Services
KMB Job. No.: D1952
Copied to: Paul Faul, KMB Business Manager, File

Dear Ms. Smith,

KMB architects is presenting this fee amendment proposal for bidding and construction administrative services for Bid Package 1 (BP1) for the new Lacey Museum & Cultural Center.

Bidding and Construction Administrative Services were not part of previous agreement.

Project Description:

The scope of work includes the demolition of existing pre-manufactured steel building, walls, doors, relites, ceilings, casework, floor finishes, plumbing fixtures, and concrete floor slab on grade. The project will also include demolition of the existing mechanical systems, electrical systems, gas lines, fire sprinkler lines, plumbing and waste lines, data and telecommunications systems, underground site utilities and existing landscaping.

Fee Proposal:

KMB proposed fee of \$24,750 for consultant engineers (Civil, Landscape, Electrical, and LEED) will be billed monthly on a percent complete basis as work is performed. KMB also proposes an hourly not-to-exceed fee of \$29,700 for architectural and project management services. Please reference the attached fee proposal breakdown.

Schedule:

Bidding – (4) week duration
Construction – (16) week duration

Fee Proposal Summary:

1) Bidding and Construction Administrative Services	
KMB Architects (Hourly not-to exceed)	\$29,700
<hr/>	
2) Civil Engineering	
SCJ Alliance	\$ 9,000
KMB Mark-up on sub-consultants @10%	\$ 900
Sub-total	\$ 9,900

3) Landscape Architecture	
Murase	\$ 1,700
KMB Mark-up on sub-consultants @10%	\$ 170
Sub-total	\$ 1,870
4) Electrical Engineering	
BCE Engineers	\$ 2,800
KMB Mark-up on sub-consultants @10%	\$ 280
Sub-total	\$ 3,080
5) LEED services	
O'Brien 360	\$ 9,000
KMB Mark-up on sub-consultants @10%	\$ 900
Sub-total	\$ 9,900
Consultant Sub-total	\$24,750

Reimbursable Allowance

In addition to the amount listed above, KMB architects requests an allowance of \$3,000 for reimbursable expenses for printing and travel. Reimbursable costs will be billed monthly based on actual cost with a 1.1 multiplier.

Design Containing

In addition to the amount listed above, KMB architects requests an hourly not-to-exceed design contingency of \$5,000. This will be billed against with the written authorization of the City for unforeseen design needs.

Total contract request **\$62,450**

Please call with any questions. We appreciate the opportunity to submit this proposal and are very much looking forward to continuing working on this project with you.

Sincerely,

KMB architects



James Hill, AIA, Partner

Attachment(s):

- KMB Task Break Down 1
- Fee proposal of SCJ 3
- Fee proposal of Murase 2
- Fee proposal of BCE 1
- Fee proposal of O'Brien 360 1

Work Plan - Architectural					July 9, 2021				
Task ID	Task Description	Schedule	Subtotals	Total Hours	Staffing Resources (see legend below)				
					PIC	PM	CA	CAD	PA
					\$ 200.00	\$ 150.00	\$ 135.00	\$ 95.00	\$ 90.00
1.00	Bidding								
1.01	Pre-Bid Meeting		\$ 600.00	4		4			
1.02	Analysis of Substitutions		\$ 600.00	4		4			
1.03	Addenda (1)		\$ 4,800.00	32		32			
1.04	Analysis of Bid		\$ 1,200.00	8		8			
Bidding			\$ 7,200	4	0	48	0	0	0
2.00	Construction Administration Phase								
2.01	Attend Construction Meetings	16 weeks	\$ 6,000	38	6	32			
2.02	Produce construction Meeting agendas		4,800	32		32			
2.03	Produce Construction Meeting Notes		4,800	32		32			
2.04	Bi-weekly Construction Field Observation		1,200	8		8			
2.05	Submittal Review and Log		2,400	16		16			
2.06	RFI review, response, and log		2,400	16		16			
2.07	Cost Accounting (3 months @ 2 hours each)		900	6		6			
Construction Administration Phase			\$ 22,500	148	6	142	0	0	0
3.00	Project Closeout Phase (NIC)								
Project Closeout Phase (NIC)			\$ -	0	0	0	0	0	0
Total Basic Services			\$ 29,700	152	6	190	0	0	0
4.00	Reimbursable Expenses								
	Allowance for printing + mileage		\$ 3,000	0					
			-	0					
Total Reimbursable Expenses			\$ 3,000	0					

Staffing Resources Legend

PIC Principal In Charge
SPM Associate / Senior Architect / Senior Project Manager
PM Project Architect/Project Manager/Designer
CA CA Specialist
APM Assistant Project Manager
CAD CAD Technician
PA Project Assistant

Fee Summary

	Total
Bidding	7,200
Construction Administration Phase	22,500
Project Closeout Phase (NIC)	-
	\$ 29,700
	3,000
	\$ 32,700



SCOPE OF WORK
Museum and Civic Center
Lacey, WA
Amendment #2 – BP1 CA Services

Prepared For: James Hill, AIA, Principal Architect
KMB Architects
906 Columbia Street SW, Suite 400
Olympia, WA 98501

Prepared By: Ross Jarvis, PE, Principal, Civil Engineering Manager
Jared VerHey, PE, Project Manager

Dated Prepared: May 11, 2021

SCJ Alliance will provide construction support and administration services for construction completion of Bid Pack 1 (BP1). This amendment is based on information provided by KMB on May 6, 2021 and our understanding of the current plans, schedule and bid/construction process.

It is understood that the City expects BP1 to be fully funded around September 2021. BP1 will be advertised for bid on or around October 2021 and be awarded and contracted through the end of 2021. Construction will start in early 2022.

Phase 7 – Bidding Support Services

This phase includes bidding support related to questions or clarifications the contractors may have.

- Respond to bidder questions and requests for information.
- Prepare bid addenda. SCJ anticipates no more than 1 plan revision and addenda issuance.

Phase 7 Fee: \$2,000

Phase 7 Assumptions

- The architect will prepare the project manual and bid advertisement and issue bid addenda. It is assumed SCJ will have a minor role in bidding support related to questions or clarifications as they arise.
- It is assumed that bidding will occur in the fall of 2021.
- Bidder questions will be few and minor in nature.

Phase 8 – Construction Support Services

This phase includes construction support from the pre-construction meeting through substantial completion. SCJ will assist with construction support services and provide the following services:

- Attend one pre-construction meeting.



- Review material submittals.
- Prepare for and attend three (3) construction meetings / site visits and prepare field reports after each site visit.
- Provide response to contractor request for information (RFI). SCJ anticipated no more than five (5) RFI's throughout the duration of the project.
- Coordinate with other disciplines to resolve RFI's and questions related to the design.
- Provide engineer's supplemental information as needed.
- Provide civil documents associated with change orders as needed.

Phase 8 Fee: \$7,000

Phase 9 – Project Closeout

This phase includes construction closeout tasks required for project closeout. SCJ will assist with project closeout and provide the following services:

- Provide one site visit to prepare punch list.
- Prepare civil punch list.
- Provide one site visit to back punch.

Phase 9 Fee: \$1,000

Phase 9 Deliverables

- Punch List

Phase 10 – Conformed Construction Documents

This phase includes modifications to the construction documents addressing any addendas issued during the bidding or negotiating process.

- Revise civil plans associated with the conformed construction documents.
- Revise specifications associated with the conformed construction documents.

Phase 10 Fee: \$2,500

Phase 10 Deliverables

- Conformed civil drawings and specifications.



Phase 11 – Record Documents

- Provide civil engineering related record drawings.

Phase 11 Fee: \$2,000

Phase 11 Deliverables

- Civil Record Drawings

Phase 11 Assumptions

- The contractor will keep accurate redline plans on-site for use in drawing preparation.

Expenses / Reimbursables

Expenses will be charged on a time and materials basis and include items such as mileage, plan reproduction, copies, etc. Fees for expenses are not included in the fee estimate above. Expenses are estimated to be approximately \$500.

Budget Summary

	<u>Proposed Fee</u>	<u>Fee type</u>
Phase 7 – Bidding Support Services	\$ 2,000	Lump Sum
Phase 8 – Construction Support Services	\$ 7,000	Lump Sum
Phase 9 – Project Closeout	\$ 1,000	Lump Sum
Phase 10 – Conformed Construction Documents	\$ 2,500	Lump Sum
Phase 11 – Record Documents	\$ 2,000	Lump Sum
Total Fee	\$14,500 + Expenses	

We appreciate the opportunity to provide engineering services for you and look forward to initiating this agreement. If you have any questions or comments, please call me at 360-352-1465. Thank you.

Respectfully,
SCJ Alliance

Ross Jarvis, PE
Principal, Civil Engineering Manager

Jared VerHey, PE
Project Manager

SCOPE OVERVIEW

Murase Associates, Inc. (Murase) is pleased to submit the following proposal for Landscape Architectural Services to KMB Architects (architect) and The City of Lacey (Owner) for the BP-1 Phase of the City of Lacey Museum (project) located in Lacey, Washington.

I SCOPE OF WORK

- A. Murase Associates, Inc. (Murase) will provide Construction Documents and permit drawings including: planting plans, irrigation plans with details. Complete landscape specifications will be provided.
- B. Murase will provide Bidding services including answering contractors' questions and providing additional information.
- C. Murase will provide Construction Administration services including submittal review and One site inspection with Site Review Report.

II HOURLY RATES, FEES AND EXPENSES

A. Hourly Rates

Fees for services described herein, and any extra services shall be based on the following hourly rates:

Rates:

Principal in Charge (Partner)	-Mark Tilbe	\$150.00
Landscape Architect	-Debbie Ramos	\$110.00
Technical Support		\$70.00 - \$80.00
Administrative		\$65.00

These rates are in effect through 2021. Rate reviews are planned during the first quarter of subsequent years.

B. Expenses

Reimbursable and consultant expenses are in addition to compensation for professional services and include expenditures required by the Project or requested by the Architect or Owner such as printing and reproduction, travel, parking, long distance telephone calls, faxes, postage and similar project related expenses. There will be no mark-ups on reimbursables. Expenses are not to exceed \$50.00.

C. Fees

Fixed lump sum fee will be billed against in each phase on a percent complete basis.

Design Phase	Subtotal
Construction Developments	\$950.00
Construction Administration/Bidding	<u>\$750.00</u>
Total Maximum Fee:	\$1,700.00

AGREEMENT

Signatures below by the Landscape Architect and Owner shall constitute acknowledgement and acceptance of the Agreement.

By:

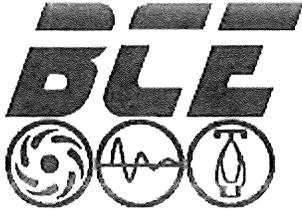
Mark Tilbe

Date

By:

Owner

Date



May 3, 2021

KMB Architects
Davis-Williams Building
906 Columbia St SW, #400
Olympia, WA 98501

Attn: Ruben Nunez

RE: City of Lacey Museum: Phase 1 Construction Assistance - Electrical Engineering Fees

Dear Ruben,

We are excited to continue working with you on the Lacey Museum project. The scope of work, as we understand it, is to provide construction assistance for the Phase 1 portion of the Lacey Museum project.

Construction Assistance will consist of the following:

- Bidding Assistance (answering questions and issuing addenda)
- Submittal Reviews
- RFI Responses
- Coordination with other disciplines and utilities (as appropriate to assist the contractor)
- (1) Site Visit during installation
- (1) Punchlist (or additional site visit if a full punchlist is not desired)

The anticipated hours involved are as follows:

Senior Engineer:	4 Hours
Journeyman Engineer:	<u>20 Hours</u>
Total:	24 Hours

We propose the above services for a Fixed Fee of: \$2,800

Again, thank you for the opportunity to continue working on this project with you, and if you have any questions please do not hesitate to call.

Sincerely,

BCE ENGINEERS, INC.

Ben R. Hedin
Principal



**Scope and Fee proposal for LEED NC v4 Project Management
on the New Lacey Museum project - Revised for Phased Construction**
presented to KMB Architects on 5/20/2021

O'Brien & Company Staff	2021 Rates
Michelle Bombeck, Senior Associate	\$150
Atlas Turner, Project Assistant 1	\$100

SCOPE OF WORK	Phase Fee	
Construction Administration - BP-1	\$9,000	
- Project management		
- Provide up to 20 hours of technical assistance to the design team for completing and documenting design phase credits.		
- Proven Provider review of all BP-1 and BP-2 design phase LEED documentation prior to submittal to GBCI and facilitate responses to clarifications during the review process. Does not include time to facilitate any appeals, if needed.		
- Conduct an on-site LEED Construction kick-off meeting to review the LEED requirements during construction, LEED submittals required from contractor and LEED best management practices on the job site.		
Total Fixed Fee for Services		\$9,000

Assumptions & Conditions

- Proposal is for a fixed fee service agreement, plus reimbursable expenses.
- Proposal rates are effective for 90 days from the date of submission.
- Please allow three weeks notice for project start-up.
- Targeting LEED NC, v4 Cert/Silver certification.
- Scope and fee are prepared with understanding based on information provided by the project team at the time of preparing this proposal.
- Energy Modeling is not included in this proposal and will be performed by others.
- Commissioning is not included in this proposal and will be performed by others.
- Design and Construction complete within 4 years of date of this proposal.



STAFF REPORT

November 3rd, 2021

SUBJECT: Professional Services Agreement for the Museum & Cultural Center Site

RECOMMENDATION: Approve PSA PW 2021-23 with KMB Architects for bidding, construction administration, and LEED services for Demolition at the Lacey Museum & Cultural Center Site.

STAFF CONTACT: Scott Egger, Public Works Director *SE*
Jen Burbidge, Parks, Culture and Recreation Director *JB*
Ashley Smith, Capitol Projects Engineer *AS*

ATTACHMENTS: 1. Professional Services Agreement (PW2021-32)

FISCAL NOTE: Funding is provided through source fund 301.0101.514.6004, and the project code is BF5700. The contract value is \$62,450.

This project is in partnership with Washington State Historical Society and expenditures will be reimbursed via Heritage Capital Projects Grant #23-21.

The Museum & Cultural Center Project is not listed as a 2022 Capital Fund project. Funds are intended to be used for cash flow only prior to grant reimbursement, and a **budget amendment will be needed**.

PRIOR REVIEW:

BACKGROUND:

The City plans to demolish the existing building at 5700 Lacey Blvd SE in early 2022. The scope of work includes the demolition of existing pre-manufactured steel building, walls, doors, relites, ceilings, casework, floor finishes, plumbing fixtures, and concrete floor slab on grade. The project will also include demolition of the existing mechanical systems, electrical systems, gas lines, fire sprinkler lines, plumbing and waste lines, data and telecommunications systems, underground site utilities and existing landscaping. Installation of temporary power will be provided to the Lacey Depot until the future Museum & Cultural Center is constructed.

KMB Architects completed preparation of bid documents for this work as part of a previous contract via Heritage Capital Projects Grant #21-26. The attached Professional Service Agreement is for demolition, civil, landscape, and electrical bidding support and construction administration services. In addition, O'Brien 360, the project LEED consultant, will provide monitoring and support during demolition/construction and submit required documentation to GBCI for certification. Work performed by KMB will be on an hourly not-to-exceed basis as needed.

ADVANTAGES:

1. Meet requirements of Heritage Capital Projects Grant # 23-21
2. Prepare the site for future facility construction.

DISADVANTAGES:

1. None noted.

Scope of Collecting

1. The collection shall reflect the history of human occupants of the area now known as the City of Lacey (historically Woodland) and the immediately surrounding area.
2. High priority will be given to items created, made, used, owned or associated with people, events, business and places in Lacey, Woodland, the Lacey Urban Growth Area or the North Thurston Public Schools boundaries.
3. A lower priority will be given to items from Thurston County that provide a context for Lacey history.
4. Objects of state, national or international historical importance may be included in the collection if they are associated with and relevant to the history of Lacey.
5. The Museum strives to collect primary source material that contributes to the understanding of the history of Lacey and may include written records, oral histories, diaries and photographs.
6. Items of aesthetic or artistic value will be accepted only if they have great historical significance.

Repatriatable: Objects that are subject to the Native American Graves Protection and Repatriation Act.

Repatriation: The return of human remains, burial goods, sacred objects, or objects of cultural patrimony to the appropriate culture, tribe or nation.

1. Under no circumstances will any item be accepted for acquisition that has been acquired by violating or potentially violating any local, state, federal or international law. If the question of legal acquisition exists, the Museum should err on the side of caution. Following is a list of object types that may require special scrutiny, but should not be considered all-inclusive.

NATIVE AMERICAN OBJECTS SUBJECT TO NAGPRA (NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT): The Museum shall not acquire any repatriatable Native American object without the related tribal consent. The Museum shall not acquire any illegally obtained Native American object. The Museum shall confer with the National NAGPRA office before accepting any Native American object to ensure it does not fall under NAGPRA. Human remains will only be accepted by the Museum as a conduit for repatriation and/or reburial.

Recent Acquisitions for December 2021 LHC Meeting

According to LMC 2.4.050, the Historical Commission has the supervision, along with the Museum Curator, of accepting gifts of property for historical purposes. To that end, the following items have been accepted by the Museum Curator for inclusion into the Lacey Museum collection subject to the review of the Commission.

Commissioners should consider the museum mission, the [museum acquisitions policy](#), and the usefulness of the item(s) for display and research.

ACCEPTED FOR THE PERMANENT COLLECTION

2021-017 DAR Olympia Chapter

- Chair, used at the Steamboat Island School, attended by Squaxin Island tribal children. Made by the father of Velma May (Griffin) Rodgers, a teacher at the school during that time. When the Squaxin Island children were brought in to the school, there were no supplies or equipment for the new students. He handcrafted this chair and others like it so that the students would have a place to sit.

Relation to Mission: This chair relates to the story of forced assimilation of Native American students in our area and the compassion of individuals in a difficult situation. This is an important interpretive theme in the new museum's core exhibit.

Relation to Collection: Although we have another chair similar to this, we have nothing related to this interpretive theme of the education of Native Americans, particularly with a story like this.



2021-018 Olympia Historical Society & Bigelow House Museum

- Artifacts from the Bigelow House, including books, clothing, toys, household goods (1 box) – inventory available on request

Relation to Mission: These items were all left from the Bigelow family when the house was donated for a museum. These are items that were never accessioned by the museum. They all have a local connection.

Relation to Collection: These items are either a category or a particular time period that is under represented in our collection.

2021-019 Ralph Munro

- DVD, "The Olympia Highlanders at the Sound Circle"
- DVD, "Louie, Louie and the history of Northwest Rock & Radio"
- Record, "Louie Louie" by George Barner and the Original Trendsetters a special recording to benefit the Thurston County Food Bank

Relation to Mission: These are all related to Washington State and/or Lacey area history.

Relation to Collection: The Highlanders DVD is a good addition to our heritage collections. The history of radio is an important interpretive theme for us and these items provide state-level context for this theme.

2021-020 Amber Raney (Byers Collection)

- Copies of material, mostly related to George Himes. 21 black binders, 1 file folder plus numerous loose pages, includes:
- George Himes diaries copies from 1853-1937 (incomplete), Transcriptions excerpted from George Himes diaries, ranging from October 1858-1935, copy of Thurston County, Washington by J. C. Rathbun, 1895 (1972 facsimile reproduction), History of the Balch Family, copies of newspaper articles and genealogical documents.

Relation to Mission: These are all related George Himes or the Balch family, both related to the early history of the Lacey and Olympia area.

Relation to Collection: Although not originals, this provides easily accessible research information and adds to our Himes and genealogical collections. There is some overlap with our George Himes diary project but the collection should not be parsed out.

DECLINED

Jennifer Ganey

Piano

Reason: Not locally related and too large

Cameron Harwell

Fossils, geologic specimens

Reason: not within our collection scope

Roberta Pierson

Pot belly stove

Reason: Not locally related

LACEY HISTORICAL COMMISSION CALENDAR 2022

JANUARY:

Wednesday, January 19: 6pm Regular Meeting, Zoom

FEBRUARY:

Thursday, February 24: 4pm Joint Historical Commission/City Council Worksession, Zoom

MARCH:

Wednesday, March 16: 6pm Regular Meeting, Zoom

APRIL:

Wednesday, April 20: 6pm Regular Meeting, Zoom

MAY:

Wednesday, May 18: 6pm Regular Meeting, Zoom

JUNE:

Wednesday, June 15: 6pm Regular Meeting, Zoom

JULY:

Wednesday, July 20: 6pm Regular Meeting, Zoom

AUGUST:

Wednesday, August 17: 6 pm Regular Meeting, Zoom

SEPTEMBER:

Wednesday, September 21: 6pm Regular Meeting, Zoom

OCTOBER:

Wednesday, October 19: 6pm Regular Meeting, Zoom (Nomination of Officers)

NOVEMBER:

Wednesday, November 16: 6pm Regular Meeting, Zoom (Election of Officers)

DECEMBER:

Wednesday, December 21: 6pm Regular Meeting, Zoom

2021-2030 Lacey Museum Strategic Plan

End of 2021 Update

The Historical Commission reviews and updates the strategic plan at regular intervals. This plan was approved by the Historical Commission on December 16, 2020. For the purposes of this plan, near-term means 1-3 years, mid-term means 3-5 years, and long-term means 5-10 years.

Goal #1: Plan and build the new Lacey Museum & Cultural Center.

Near-Term Objectives:

Create construction documents with a strategy for phasing as funds become available.
Completed May 2021.

Secure funding for phase 3, site preparation for construction.
Awarded a \$608,000 Capital Heritage Grant 2021-2023. Contract has been signed.

Mid-Term Objectives:

Develop an operations and interpretive plan for the new facility.

Secure funding for Phase 4 of building construction.
Staff worked on developing a funding timeline.

Long-Term Objectives:

Provide equipment and supplies for all museum functions.

Open the new museum to the public.

Goal #2:

Create and deliver high-quality experiences at the Lacey Museum & Cultural Center.

Near-Term Objectives:

Hold a grand opening event for the new depot and playground.
Due to COVID concerns, an in-person event could not be held. A virtual event was held on March 13, 2021. We expect to have the grand opening event in spring 2022.

Continue to provide mission-driven programs, outreach and events.
Nine HistoryTalks! were presented in 2021.
A History Scavenger Hunt for the public occurred in June.
Two history kits were sold through registration.

Update the front-room exhibit in the current museum facility.
Traveling exhibit *Who Are We? Washington was up from July 1-October 1. Righting A Wrong: Japanese Americans and World War II* and a suffrage exhibit *From Parlor to Podium* were installed in November.

- Create a permanent part-time benefitted educator position.

This position was requested in the 2022 budget, but did not get funded.

The Museum Assistant position was moved to a higher level in the wage chart.

- Identify pre-opening programming that could be implemented at the new site.

Lacey In Tune was at the Depot two times during the summer with 55 people attending.

The City started a pilot program of the Lacey Food Truck Plaza and Pop-up Market at the depot site.

- Develop an interpretive plan for the core exhibit in the new museum facility.

Schematic design was completed by Pacific Studio in May.

Mid-Term Objectives:

- Develop and implement an annual free community event.
- Construct the core exhibit at the new museum facility.
- Develop a five-year changing exhibit plan for the new facility.
- Develop policies for community exhibits, events and facility rentals.
- Develop education and exhibits staffing needs as identified in the operations and interpretive plans.
- Develop a field-trip program for North Thurston Public Schools.
- Develop an education trunk program for teachers.

Long-Term Objectives:

- Revisit education and exhibits staffing needs as identified in the operations and interpretive plans.
- Create a quiet research room with public access to frequently used materials.
- Develop a history festival event targeted to reach all fourth grade students.
- Begin planning for the museum's 50th anniversary in 2030-31.

Goal #3: Preserve, care for and manage collections professionally.

Near-Term Objectives:

- Continue to process and catalogue new acquisitions as well as the backlog.

All but 2 of the 2021 accessions have title documentation. Six acquisitions have been prepped and are ready for cataloguing. Three accessions have been fully catalogued.

Some progress was made on backlog, mostly as a result of customer service requests. This included working on an inventory of 2001-008 (Lacey Fire) and 2000-002 (Gwin Hicks), and cataloguing some of 2000-002 (Gwin Hicks) and 2016-004 (Ken Balsley).

- Continue to make the collections accessible through the online portal.

The collection is available to the public at <https://hub.catalogit.app/2936> .

- Review and update museum policy manual.
- Develop and implement procedures for collections stewardship based on the policies adopted in 2018.
- Ensure that new facility plans meet the needs for collections preservation.

This was completed as part of the development of the construction documents.

- Continue to retain professionally-trained collections preservation staff and provide them with ongoing professional development.

Museum Curator Erin Quinn Valcho meets this requirement.

Mid-Term Objectives:

- Complete the comprehensive collections inventory.
1,245 items have been inventoried this year.
- Prepare the collections to move to the new facility.
- Develop collections staffing needs as identified in the operations plan.
- Develop a prioritized list for collections care improvements.
- Update the disaster recovery plan.

Long-Term Objectives:

- Move the collections to the new facility.
- Revisit collections staffing needs as identified in the operations plan.
- Develop a collecting plan.
- Secure funding to rehouse collections to meet a professional standard of care.

Goal #4:

Identify and secure stable, long-term funding and revenue sources for the museum.

Near-Term Objectives:

- Complete the 2019-2021 Heritage Capital Grant project.

Completed June 2022.

Continue to request funds for priority projects through the Thurston County Heritage grant, CLG Grant and Nisqually Charitable funds program, and other grant programs as potential projects are identified.

Thurston County Heritage Grant - \$5,000 requested

Diversity in Local History – Requested and awarded \$5,616 for an intern.

Request additional operating funding through the lodging tax process.

We weren't able to make an additional request for 2022.

Begin selling a few items at the museum to explore gift shop revenue opportunities.

The museum is selling Thurston County history books, Thurston County Historical Journals, and leftover Sasquatch items. Staff is working on getting set up to take credit cards and once that is complete, we can sell some logoed merchandise that we purchased.

Implement Heritage Capital Grant for the 2021-2023 biennium, once (and if) funding is awarded.

Awarded July 1, 2021. Contract has been signed.

Implement recommendations from the sponsorship insights plan.

Partner with the PARC Foundation (or another non-profit organization) to secure, manage and invest privately-raised funds for the museum capital campaign.

A new non-profit, Lacey Community Foundation, has been established and is under development. We will be partnering with them regarding funding for the new museum building.

With the assistance of a campaign consultant, identify sources of revenue for and conduct a capital campaign for new museum construction.

This will likely fall under the Lacey Community Foundation's role.

Develop an annual fundraising event.

Develop an annual giving campaign.

We are in the very early stages of developing a Community Partners Program.

Mid-Term Objectives:

Develop a facility rental plan.

Plan and implement a small gift shop space for the new museum.

Develop a membership strategy.

We are in the very early stages of developing a charter membership program.

Long-Term Objectives:

Partner with the PARC Foundation (or another non-profit organization) to develop an endowment fund.

Goal #5: Increase museum awareness, visibility and value throughout the city and region.

Near-Term Objectives:

Using an email service, develop an easier, more-frequent communication strategy for sharing museum news.

Constant Contact was selected as the Department service provider. Museum newsletters began using this new format for museum news.

Develop a logo, branding and website design for the museum.

The logo, branding and website design were completed. Detailing the website and migrating content is still in progress.

Contribute to city media and publications with heritage stories and images.

The Museum contributed regularly to the Lacey Life newsletter and other city media projects as requested.

Continue to regionally promote museum programs and events.

Museum programs and events were promoted through the City's social media accounts, the Parks, Culture and Recreation Playbook, online event calendars and flyers.

Develop a museum communication plan in partnership with campaign consultant and Public Affairs Department

Pursue obtaining museum standalone social media accounts.

This has been approved.

Mid-Term Objectives:

Develop a marketing strategy for the new museum.

Develop wayfinding signage for the museum site.

Long-Term Objectives:

Develop a system of program, facility and exhibit evaluation.

Goal #6: Build and foster community partnerships to increase capacity and sustainability.

Near-Term Objectives:

Continue to develop and strengthen community partnerships.

Connections were made with the North Thurston Kiwanis and the Olympia Rotary Club. Staff and the Lacey Rotary Club collaborated on an interpretive sign about the history of the club, which has been installed by the playground at the new museum site.

Develop an internship and/or work study program with Saint Martin's University, Evergreen State College, South Puget Sound Community College or other appropriate traditional or online educational institutions.

Mid-Term Objectives:

- Create an educators committee to assist in developing the interpretive plan.
- Develop a History Day partnership with North Thurston Public Schools.

Long-Term Objectives:

- Evaluate community partnership opportunities and challenges.

Lacey Museum Visitation/Customer Service

- The museum had **8** visitors in November, which is a sharp decrease, even by normal museum standards.
- Erin spent over **20** hours on customer service requests this month. We have several large requests in progress, including the Olympia Airport, Lacey Fire, Ken Balsley Collection and KGY which turns 100 next year.
- Staff worked on getting store inventory into CivicRec and received daily report training for store sales.

Staff & Volunteers

- Carson Rouse was trained in research requests, Lacey Leader image processing, and how to enter store inventory.
- Scotty Cole, Kristina Trebil, and Marcia Batchelor worked as gallery hosts.
- Jim Keogh continued his work cataloguing the *Lacey Leader* collection.
- Volunteers gave 30 hours this month.
- We received 5 intern applications for the Diversity in Local History grant. Erin is reviewing them to request interviews.

Collections, Research, Historic Properties, Publication & Registration

- Erin worked on processing new acquisitions.

Outreach, Exhibits, Marketing & Education

- The third HistoryTalk of the season was held virtually on November 10 with Dr. Michael Mays presenting on the Manhattan Project. We had **34** attendees. Carson prepared for the December HistoryTalk by getting the performer agreement, developing the slides and marketing the event. She continued to work on booking speakers for the spring.
- Erin and Carson installed the *Righting A Wrong* and *From Parlor to Podium* exhibits at the museum. These will be up through spring of 2022. Carson worked on the tour guide script and developed a plan to reach out to teachers about how these exhibits match with Washington state curriculum.

New Museum & Lacey Depot

- The Heritage Capital Grant contract was approved by Council and signed by the City Manager.