



**NORTH CLACKAMAS
PARKS & RECREATION DISTRICT**

Administration

Michael Bork, Director
North Clackamas Parks and Recreation District
3811 SE Concord Road
Milwaukie, OR 97267

June 29, 2023

BCC Agenda Date/Item: _____

North Clackamas Parks and Recreation District Board of Directors

Approval of a professional services contract with Mackenzie Engineering, Inc. for planning and design to develop a neighborhood park at Jennings Lodge Elementary School Property. Total value is \$372,408. Funding through NCPRD Capital Asset Funds. No County General Funds are involved.

Previous Board Action/Review	<p>June 27, 2023 – Briefed at Issues</p> <p>June 15, 2023 – Approval of an updated Intergovernmental Agreement between North Clackamas Parks and Recreation (NCPRD) and Oregon City School District (OCSD) for the development and Ongoing Provision of Park Facilities at Jennings Lodge Elementary School.</p> <p>June 13, 2023 - Briefed at Issues</p> <p>March 19, 2020 - Approval of an Intergovernmental Agreement between North Clackamas Parks and Recreation (NCPRD) and Oregon City School District (OCSD) for the development and Ongoing Provision of Park Facilities at Jennings Lodge Elementary School.</p> <p>March 12, 2020 - NCPRD District Advisory Board recommended the BCC, acting as NCPRD Board of Directors, approve the IGA.</p> <p>December 18, 2018 - Policy Session</p>		
Performance Clackamas	<ul style="list-style-type: none"> • Build public trust through good government • Honor, utilize, promote and invest in our natural resources • Ensure, safe, healthy and secure communities 		
Counsel Review	05/16/2023	Procurement Review	Yes
Contact Person	Alex Gilbertson	Contact Phone	(971) 430-0388

EXECUTIVE SUMMARY:

North Clackamas Parks and Recreation District (“NCPRD”) seeks to approve a contract with Mackenzie Engineering, Inc. for design and planning to develop a neighborhood park at Jennings Lodge Elementary School Property. The school is located at 18521 SE River Road, Oak Grove, OR 97267.

NCPRD’s adopted Parks and Recreation Master Plan (2004) and

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Revised Draft Master Plan (2015) identify the need for additional neighborhood park opportunities in the area of the District in which Jennings Lodge Elementary School is located. Based on this need, and in partnership with the Oregon City School District (“OCSD”), NCPRD wishes to cooperatively develop a neighborhood park and associated park amenities on land owned by OCSD at Jennings Lodge Elementary School. On June 15, 2023, the NCPRD Board of Directors approved an updated Intergovernmental Agreement (“IGA”) that governs how to develop the park and associated amenities by NCPRD at Jennings Lodge Elementary School. Under this IGA, NCPRD will coordinate with OCSD staff to engage the community in a public process to conduct planning and schematic design to determine the desired plan for a neighborhood park on the property.

In order to realize this vision, NCPRD issued a formal solicitation (RFP #2022-108 for the Design Services of the Jennings Lodge Elementary School Neighborhood Park Improvements) to contract with a team of people with expertise in landscape architecture/urban design, engineering, and community engagement. This procurement process resulted in a top, qualified proposer, Mackenzie Engineering, Inc. NCPRD seeks approval of a contract for the design services of the Jennings Lodge Elementary School Neighborhood Park Improvements from the Board of Directors. Staff is seeking authorization for the total contract value of \$372,408; however, in the first stage of the project, staff will only execute Tasks 1 through 3 (for a total of \$166,784) for initial planning and design. Staff will authorize Tasks 4 through 8 to further advance work if further project funding becomes available. This authorization step is articulated in the scope of work within the contract document.

RECOMMENDATION:

Staff recommends that the NCPRD Board of Directors approve a professional services contract with Mackenzie Engineering, Inc. for planning and design to develop a neighborhood park at Jennings Lodge Elementary School Property. Total value is \$372,408.

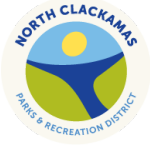
ATTACHMENTS:

1. Contract #7886

Respectfully submitted,



Michael Bork
NCPRD Director



**NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
PERSONAL SERVICES CONTRACT
Contract #7886**

This Personal Services Contract (this “Contract”) is entered into between Mackenzie Engineering, Inc. (“Contractor”), and North Clackamas Parks and Recreation District, a political subdivision of the State of Oregon (“District”).

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2025.
- 2. Scope of Work.** Contractor shall provide the architectural, engineering, transportation planning, design, and land use services for the Jennings Lodge Elementary School Neighborhood Park improvements project (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed three hundred seventy-two thousand four hundred and eight dollars (\$372,408.00), for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Alexandra Gilbertson

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and Exhibit A.

7. Contractor and District Contacts.

Contractor	District
Administrator: Steven Tuttle, PLA, LEED, AP, ASLA Phone: 971-346-3693 Email: stuttle@mcknze.com	Administrator: Alexandra Gilbertson Phone: 971-430-0388 Email: agilbertson@ncprd.com

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay to the extent which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County (“County”), purport to act as legal representative of District or County, or settle any claim on behalf of District or County, without the approval of the Clackamas County Counsel’s Office. District or County may assume their own defense and settlement at their election and expense.

8. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only. In the event County uses Work Product in the future without Contractor's involvement, County shall to the extent allowed by law, hold harmless, defend, and indemnify Contractor from any claims and/or losses, resulting from whatever reason, that result from such use.

13. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.

14. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20,

21, 25, 27, and 29, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

15. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. By execution of this Contract, County approves Contractor using the following subcontractors: Reyes Engineering, DCW, RQ4D, Studio Pacifica, JLA Public Involvement

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. . This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work

20. REMEDIES. If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate

performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.

29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

<p>Mackenzie Engineering, Inc.  <hr/> Authorized Signature</p>	<p>5-16-2023 <hr/> Date</p>	<p>North Clackamas Parks and Recreation District <hr/> Chair</p>	<p> <hr/> Date</p>
<p><hr/> Name / Title (Printed) 085041-10 <hr/> Oregon Business Registry # DBC/OR <hr/> Entity Type / State of Formation</p>	<p><hr/> Recording Secretary Approved as to Form: <hr/> County Counsel</p>	<p><hr/> Date</p>	

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

MACKENZIE.

March 9, 2023 (*Revised April 11, 2023*)

North Clackamas Parks and Recreation District
Attention: Alexandra Gilbertson
3811 SE Concord Road
Milwaukie, OR 97267

Re: **JENNINGS LODGE PARK**
Project Number 2220400.00

Dear Alexandra:

Mackenzie appreciates this opportunity, and we are pleased to present to NCPRD (“Client”) the following Scope of Services and fee proposal for your Jennings Lodge Neighborhood Park project.

Mackenzie’s integrated team of design professionals will provide landscape architecture, civil engineering, transportation planning, and land use services for the above project. In addition, Mackenzie will retain ADA, cost estimating, public outreach, and surveying consultants to complete the team. See attached proposals from our consultants (Attachments B – E).

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.

1. The two-acre project site is located on the west side of Jennings Lodge Elementary School at 18521 SE River Road in Oak Grove, Clackamas County. The goal of the project is to convert the existing Jennings Lodge Elementary School field to a neighborhood park use to benefit the school district and community-based programs by means of an inclusive outreach process. The project construction budget has been established at \$2-2.5 million.
2. The park features are expected to include a playground, vegetation, grading, and similar site development. New structures are not expected.
3. No work is anticipated within the school or east of the school.
4. Parking for the new neighborhood park is expected to be shared with Jennings Lodge Elementary School.
5. The land is owned by the Oregon City School District and being developed by NCPRD through an Inter-governmental Agreement.
6. The site has split zoning; part is in low-density urban residential (R-10), and the remainder is in open space (OSM). Use as a park is permitted outright in both base zones. The school is a Conditional Use on the property. Based on the history of the school and when zoning regulations were adopted, the property may have some non-conforming use rights that could come into play. Depending on the set of improvements proposed, the project may be eligible for approval by staff with notice and opportunity to appeal. Design Review, Open Space Review, and Nonconforming Use Alteration are all “Type II” land use procedures with decisions issued by staff.



Additionally, depending in part on the proposed improvements, a Type III Conditional Use or other land use review procedure requiring a public hearing may be necessary.

7. The proposal may be subject to development standards that typically require development projects to improve street frontages by constructing wider streets; adding planter strips, sidewalks, streetlights, and signage; and dedicating additional right-of-way. Such exactions could pose a financial risk to the project. With the County, we will seek to limit the extent of adjacent roadway improvement requirements. For this scope of work, it is assumed that the project will not require full frontage improvements, and that the only improvement along SE Wilmont and SE Hull will be a simple pedestrian connection. If additional right-of-way improvements are required, a separate fee will be developed and issued as additional services, pending confirmation with the County on the extent of required improvements.
8. A traffic (limited in nature) and parking study will be required.
9. Storm and water are available in both SE Wilmont and SE Hull. Stormwater appears to be managed on-site through several existing drywells, and public stormwater does not appear to be available in either SE Wilmont or SE Hull.
10. The construction timeline is currently unknown and will be dependent on funding availability. It is expected that Tasks 1-3 will be commenced and completed in Summer/Fall of 2023, but subsequent tasks will not be executed until authorized by NCPRD. Depending on the length of time between the end of Task 3 and the authorization of additional tasks, Mackenzie reserves the right to submit revised fees based on updated billing rates and additional labor to restart the project.
11. The project will be delivered through a traditional Design/Bid/Build process.

SCOPE OF SERVICES

TASK 1 PROJECT SETUP

Time Duration: 4 Weeks

1. Provide one (1) kickoff meeting at Mackenzie's office or virtually to initiate the project. The following disciplines will attend the kickoff meeting: Landscape Architecture, Civil Engineering, Land Use Planning, and our Public Outreach and ADA consultants. Meeting minutes for this meeting will be prepared by Mackenzie.
2. Develop Project Schedule including meetings and milestones, Cost and Accessibility Tracking tool, Decision log, QAQC Plan, and fee tracking tools.
3. Review Existing Documentation.
4. Commission site survey. See attached scope of services (Attachment B).
5. Contact the County to determine planning and zoning criteria affecting the project, right of way requirements and funding mechanisms.

Deliverables

1. Workplan.
2. Schedule.
3. QAQC Document.
4. Site Survey.
5. Summary of preliminary findings.
6. Meeting Minutes.

TASK 2 COMMUNITY ENGAGEMENT

Time Duration: 24 Weeks

Create an overall outreach plan and narrative that describes meetings, roles and intended outcomes. Coordinate meetings, events, and advertising for these events. We anticipate two (2) specific outreach events. See attached proposal from JLA for additional scope and deliverables on this task (Attachment C). The final schematic plan will be delivered electronically for posting on NCPRD's website; a third open house is not assumed.

Mackenzie will participate in all of JLA's outreach as well as the following:

1. Organize and attend virtual Neighborhood Meeting.
2. Engage summer intern with this, and other, Mackenzie projects.
3. Provide outreach to local high schools to engage them in the project and career opportunities. Assumes up to two (2) meetings with students.

Deliverables

1. Outreach plan.
2. Bilingual outreach materials.
3. Intern timesheet and summary of effort and involvement on the project.
4. Summary emails on engagement with high schoolers.

TASK 3 SCHEMATIC DESIGN

Time Duration: 14 Weeks

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

Schematic Design shall include:

1. Meet at Mackenzie's office or virtually with Client to kick off Schematic Design phase services. Meet with Client up to six (6) times throughout SD.
2. Develop graphics and renderings for outreach events. Graphics to include renderings, sketches, and imagery. 3D models are not anticipated. Assumes up to three (3) 2D renderings.
3. Develop up to two (2) design concepts based on community outreach to present to NCPRD, and then the community.
4. Coordinate with cost consultant.
5. Refine one (1) concept and present back to NCPRD and the community.
6. Coordinate, prepare for, submit request, and attend one (1) Pre-Application Conference with County staff to discuss site issues/process and confirm understanding. One (1) Mackenzie land use planner, civil engineer, and landscape architect will attend the meeting. A submittal will include the following:
 - A. Site plan.
 - B. Aerial map.
 - C. Project description and list of questions from the applicant team.
 - D. Application form.
 - E. Fee (by North Clackamas Park & Recreation District).
7. Prepare and distribute written meeting notes from Pre-Application Conference.

8. Following County Pre-Application Conference, participate in one (1) 2-hour virtual team meeting/conference call to discuss comments received from County staff regarding issues, including but not limited to zoning and access issues, entitlement strategy, schedule, and scoping for additional services (if applicable). One (1) Mackenzie land use planner, civil engineer, and landscape architect will attend the meeting.
9. Issue 100% Schematic Design documents for Client review.
10. Obtain written approval from Client to proceed with Design Development.

Deliverables

1. Plans, Graphics, and Imagery for outreach events.
2. Pre-application conference request materials.
3. 100% SD Plans.
 - A. Site Survey.
 - B. Layout and materials.
 - C. Site Plan.
 - D. Grading Plan.
 - E. Utility Plan.
4. Cost Narrative.
5. Written meeting notes from Pre-Application Conference.
6. Meeting Minutes.

TASK 4 Design Development

Time Duration: 12 Weeks

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

Design Development shall include:

1. Meet at Mackenzie's office with Client to kick off design development phase services. Meet with Client six (6) times throughout DD.
2. Develop and refine materials, layout, geometries, landscape, and engineering through plans, details, and sections.
3. Issue 100% Design Development set for Client review.
4. Obtain written approval from Client to submit for Land Use Review.

Deliverables

1. 100% Drawings, Details, and Specifications.
 - A. Survey.
 - B. Demolition Plan.
 - C. Site Plan.
 - D. Layout and Materials Plan.
 - E. Planting Plan
 - F. Design/Build Irrigation Plan.
 - G. Grading Plan.
 - H. Erosion Control Plan.

- I. Utility Plan.
- J. Outline Specifications.
2. Package of proposed products for unique site amenities including playground, site furnishings, and materials.
3. Comment/Decision Log.
4. Cost Estimate.
5. Meeting Minutes.

TASK 5 LAND USE

Time Duration: 20 weeks

Mackenzie will lead the Land Use Review Process and provide the documentation necessary for Land Use Application. We will meet up to three (3) times, as a part of regularly scheduled DD Client meetings, to discuss land use deliverables and items.

Consolidated Land Use package

Based on the Pre-Application Conference with Clackamas County (as described under Task 2 above), Mackenzie will prepare a consolidated land use application package responding to the required Type II and/or Type III land use application(s), which may include a combination of actions such as Conditional Use, Open Space Review, Nonconforming Use Alteration, and Site Development Review.

1. Review development standards and coordinate with design team.
2. Request Service Provider Letters from:
 - A. Oak Lodge Water Services.
 - B. Clackamas County Water and Environmental Services.
 - C. Clackamas County Street Lighting District.
 - D. Waste Management.
3. Coordinate with North Clackamas Park & Recreation District and consultants to identify and prepare/assemble land use application and supporting documents as required by Clackamas County.
4. Prepare burden of proof materials including narrative addressing approval criteria/policies, maps, and other materials necessary to describe the design intent in accordance with Clackamas County Zoning and Development Ordinance.
5. Review materials including Client-provided geotechnical report, survey title report, and other materials necessary to describe the design intent in accordance with Clackamas County Zoning and Development Ordinance.
6. Compile materials for the land use review procedures identified as necessary:
 - A. Application Form.
 - B. Application Fee (by North Clackamas Park & Recreation District).
 - C. Proof of ownership (deed, title report, etc.) (by North Clackamas Park & Recreation District).
 - D. Tax Map.
 - E. Burden of proof narrative.
 - F. Service Provider Letter(s).
 - G. Design Development drawings: existing conditions plan (survey); demolition plan; site plan; layout and materials plan; erosion prevention and sediment control plan; utility plan; electrical/lighting plan; grading plan; landscaping plan; and applicable specifications.
 - H. Geotechnical Report (provided by North Clackamas Park & Recreation District).

- I. Vicinity Map.
 - J. Preliminary stormwater report prepared by Mackenzie.
 - K. Trip Generation Letter prepared by Mackenzie. A trip generation letter summarizing the estimated trip generation of the site using the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition. The proposed Neighborhood Park is not estimated to trigger the County's threshold of 25 peak hour trips for a full Transportation Impact Study (TIS).
 - L. Parking Study prepared by Mackenzie. A parking study summarizing the peak parking demand estimate for the existing Jennings Lodge Elementary School and the proposed Neighborhood Park. Components of the parking study will include conducting observations of existing parking demand generated by the school facility during peak times, parking demand estimates/requirements for new parks per ITE data/County requirements, and a time-of-day evaluation of hourly parking demand needs based on existing demand, neighborhood park estimates, and hourly demand data published by ITE.
7. Submit narrative and required supporting materials to Clackamas County.
 8. Monitor application through completeness review (no more than 30 days per Oregon law).
 9. If application is deemed incomplete, prepare completeness response letter, revise land use narrative if needed, and provide additional and/or revised materials for up to one (1) response. Assumes completeness response can be prepared (including any items from North Clackamas Park & Recreation District) within three (3) weeks of receipt of incomplete notice. Assumes up to nine (9) hours.
 10. Post application notice signs at project site (if required).
 11. Attend up to one (1) virtual meeting or conference call with the Clackamas County and/or North Clackamas Park & Recreation District team. Assumes four (4) hours.
 12. Review draft land use staff report/decision (if available) with North Clackamas Park & Recreation District and provide recommendations to address potential issues and conditions of approval. Assumes five (5) hours.
 13. Prepare for and attend one (1) public hearing with Clackamas County Hearings Officer (if required). Present the project on behalf of North Clackamas Park & Recreation District. No continuances and/or appeals included at this time.
 14. Review final decision with North Clackamas Park & Recreation District. Assumes four (4) hours.
 15. Review details of the decision and conditions of approval with the design team for incorporation into permit drawings.
 16. Monitor appeal period.

Deliverables

1. Burden of proof consolidated land use application, including supporting documents noted above.
2. If deemed incomplete, completeness response package described above.

TASK 6 Construction Documents

Time Duration: 16 Weeks

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

1. Meet at Mackenzie's office or virtually with Client to kick off Construction Documents phase services.
2. Provide Construction Documents consisting of drawings and specifications. Incorporate Conditions of Approval and comments on 100% DD Set into CD Set.
3. Issue 60% Construction Documents for Client review.

4. Perform ADA Audit at 60% CD. See consultant proposal.
5. Meet at Mackenzie's office or virtually to review 60% Construction Documents.
6. Continue to develop and refine documents based on review of 60% Construction Document set.
7. Issue Cost Estimate and 90% Construction Documents for Permit. See Task 7 below.
8. Continue to develop and refine documents to 100% CD's/Bid.

Deliverables

1. Plans, Details, and Specifications.
 - A. Survey.
 - B. Demolition Plan.
 - C. Site Plan.
 - D. Layout and Materials Plan.
 - E. Planting Plan.
 - F. Design/Build Irrigation Plan.
 - G. Grading Plan.
 - H. Erosion Control Plan.
 - I. Utility Plan.
 - J. Specifications.

Task 7 Permitting Assistance

Time Duration: 20 Weeks

Mackenzie's involvement in permitting of the project includes submitting for and resolving (to the extent defined below) plan review comments for the following permits:

- A. Demo Permit
 - B. Site Development Permit (Clackamas County)
 - C. Grading Permit (Clackamas County)
 - D. DEQ 1200-C Permit
1. Calculate project cost and estimate permit intake fees using Oregon-prescribed formula and current project assumptions. Includes preparation of custom PDF fee estimate if desired.
 2. Prepare permit applications and associated forms for the permits listed above.
 3. Submit Permit Applications to the County and DEQ.
 4. Update plans/respond to one (1) round of plan check comments electronically

Note: The permits listed above may not include all necessary permits required for the project. The project may require other permits by the Client, the Client's separate consultants and/or vendors, the Client's General Contractor, etc.

Deliverables

1. Permit application forms and submittal copies.
2. Submit for and track comments associated with permits listed above.
3. Permit fee estimate(s) for permit submittals included in Mackenzie's Scope of Services above.
4. Written correspondence responding to up to one (1) round of check sheet comments.
5. Updated permit Construction Documents for re-submittal to permit agency(ies) for formal approval.

Task 8 Bid Assistance and Construction Contract Administration

Time Duration: 26 Weeks

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

1. Assist Client in reviewing and qualifying General Contractors for inclusion as a selected bidder.
2. Issue Bid Documents consisting of bidding requirements, proposed contract forms, general conditions, supplementary conditions, drawings, and specifications to General Contractors for bidding.
3. Attend pre-bid meeting administered by Client.
4. Respond to written questions from General Contractors and those specifically discussed in formal Pre-Bid meeting during the bid period via addenda as appropriate to address clarifications to bid documents prepared by Mackenzie and/or our consultants.

Upon completion of the bid period and contract approval by the County, Mackenzie will support the Construction phase by the following:

Mackenzie's Landscape Architect will attend pre-construction meeting at NCPRD.

1. Review and act on properly prepared specified submittals once (1).
2. Provide in-office support to assist with normal Construction Contract Administration duties for items such as phone calls and requests for additional information (RFIs) for clarification to Contract Documents prepared by Mackenzie and our consultants as follows:
 - A. Civil engineer for up to 20 hours.
 - B. Landscape architect for up to 40 hours a week over 20 weeks.
3. Conduct job site visits to observe the work in progress and prepare written field observation report(s) as follows:
 - A. Civil engineer to attend up to two (2) job site visits.
 - B. Landscape architect to attend up to eight (8) job site visits weekly.
4. Keep a project log for items such as addenda, substitution requests, RFIs, submittals, COPs, and change orders.
5. Process and review monthly properly prepared applications for payment from the General Contractor.
6. Landscape Architect and Civil Engineer will conduct a punch list site visit and subsequent verification visit to observe the substantially complete work-in-progress, prepare written punch list report, and prepare and issue a Certificate of Substantial Completion.
7. Process and review project close-out materials.
8. Provide record contract documents based on formally issued modifications to the contract documents and General Contractor as-built mark-ups of Construction Documents.

Deliverables

1. Construction log
2. Eight (8) site observation reports
3. Punch lists
4. ASI's and RFI's
5. Record Drawings

FEE SUMMARY

Our hourly not to exceed fees for the disciplines and related design services described above are as follows:

Task 1 Project Setup:	\$41,482
Task 2 Community Engagement:	\$53,307
Task 3 Schematic Design:	\$71,995
SUBTOTAL FOR INITIAL AUTHORIZATION:	\$166,784
Task 4 Design Development:	\$62,387
Task 5 Land Use Review:	\$28,919
Task 6 Construction Documents:	\$70,334
Task 7 Permitting Assistance:	\$10,973
Task 8 Bid and Construction Contract Admin:	\$33,011
TOTAL:	\$372,408

Reimbursable expenses (printing, copying, deliveries, ride share vehicles, application-based transportation, mileage, etc.) are not included in the fee outlined above and will be invoiced at 1.1 times cost. Reimbursables are not anticipated to exceed \$15,000.

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 any reports that are available, and other studies and/or reports as may be necessary for completion of the project.
- 1.b. Client's geotechnical engineer shall provide paving recommendations and related paving specifications via separate contract as determined may be required.
 - 1.b.i. Recording of surveys, deeds, easements, final plat, or other real estate documents will be the responsibility of the Client, Client's attorney, and/or Client's surveyor.
- 1.c. 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. 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.c. As noted in the Basis of Design, we have assumed an estimated construction value of \$2 -2.5M. Our estimated level of service anticipated a level of design, coordination and documentation consistent with our representative experience for executing similar projects within this budget range. Should the budget increase beyond the estimated construction value, there is the potential that the level of service to document and coordinate the design decisions may also increase. Should this become a consideration, we will review and negotiate these potential impacts at that time.
- 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 occur at Mackenzie's office or virtually, other than construction site meetings, unless specifically noted otherwise within the Scope of Services outlined above. We will record and distribute minutes following each meeting for all meetings through all phases up to Construction Contract Administration. During Construction Contract Administration, the General Contractor will provide meeting minutes. Mackenzie will review Construction Phase meeting minutes for those meetings attended by Mackenzie for general consistency with Mackenzie's interpretation of topics discussed and communicate such to General Contractor for their use in preparing Construction Phase meeting minutes.

3. Client and Jurisdiction Approvals

- 3.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.
- 3.b. This Scope of Services includes preparation of factual evidence to satisfy the applicant's burden of proof associated with the land use application(s) in an uncontested-case situation. The Scope does not include preparation of supplemental or rebuttal evidence to overcome objections raised by jurisdiction staff or third parties; if required, additional material can be supplied subject to an additional services agreement.

4. Standard Design Items

- 4.a. Square footage calculations will be provided as required to confirm compliance with building and zoning code requirements only.

5. Unique Design Services

- 5.a. The Client will not be pursuing sustainability certification for the project (i.e. LEED, Green Globes, WELL, etc.).
- 5.b. It is our understanding a full Transportation Impact Study will not be required based on low trip generation.

6. Construction and Client's Contractor Services

- 6.a. The client will administer and log the bidding process.
- 6.b. The Client acknowledges that in order to construct the Work, the Client's contractor will provide additional information stipulated in the Construction Documents that include shop drawings, product data, samples and other similar submittals, which the Architect and other disciplines included herein shall review to the extent of confirming consistency with the design intent depicted in the Construction Documents.

7. Expenses/Billing

- 7.a. Client is responsible for all fees paid to public bodies having jurisdiction over the project.

8. Mackenzie Consultant Services

- 8.a. For additional Assumptions related to the Scope of Services of our retained consultants, refer to their attached proposals.

EXCLUSIONS

Please review and notify Mackenzie if Client believes that any of the Exclusions listed here are to be included in Mackenzie's Scope of Services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Client to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services. 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. Geotechnical Engineering investigation/testing and related specifications.
- 1.b. Pavement design and related specifications. These specifications are typically provided by the Client's Geotechnical Engineer.
- 1.c. Coordination of Client-provided consultants not identified at the date of this proposal.

2. Land Use Process/Permitting

- 2.a. Environmental review such as 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. Permits other than those identified within the proposal identified above (e.g., phased permitting, trade permits, separate demolition permit, any other special permits).
- 2.f. Transportation Improvement Plan.

3. Standard Design Items

- 3.a. 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. Architecture
4.b. Mechanical/Plumbing
4.c. Geotechnical
4.d. Electrical

5. Unique Design Services

- 5.a. Off-site improvements (such as roads, half street improvements, and utilities).
5.b. Buildings or structures requiring architectural input or structural engineering.
5.c. Graphics and/or signage design, permitting, and related coordination.
5.d. Sustainability Certification Services.
5.e. Full Transportation Impact Study.
5.f. Any work east of the school building.

6. Construction Process

- 6.a. Evaluate and act on substitution requests during or after bid period.
6.b. Process and act on partial or incorrect (multiple rounds) of non-compliant submittals.
6.c. Review of contractor proposed change order proposal (COP) pricing.
6.d. Materials testing/special inspections.
6.e. As-built certification to local jurisdiction unless noted specifically above within our Scope of Services.
6.f. Our construction contract administration fees do not cover the correction of construction errors or design changes made after the start of construction.

7. Graphics

- 7.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.
7.b. Marketing materials.
7.c. Use of CAD Drawings by any parties other than the design team.

8. Expenses/Billing

- 8.a. Reimbursable expenses.
8.b. Special billing requirements required by Client outside of Mackenzie's standard billing procedures.
8.c. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.

North Clackamas Parks and Recreation District
JENNINGS LODGE PARK
Project Number 2220400.00
March 9, 2023 (Revised April 11, 2023)
Page 13

It is our understanding the project will start in March 2023. 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 60 days.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Butts', with a stylized flourish at the end.

Matthew Butts, PE
Principal/Director of Civil Engineering

Enclosure(s): Attachment A – Jennings Lodge Park Schedule
Attachment B – RQ4D Proposal dated February 7, 2023
Attachment C – JLA Proposal dated February 28, 2023
Attachment D – Studio Pacifica Proposal dated February 27, 2023
Attachment E – DCW Proposal dated February 28, 2023
Attachment F – Hourly Billing Rate Schedule
Attachment G – Reimbursable Rates Schedule

c: Steven Tuttle – Mackenzie

JENNINGS LODGE PARK	2023												2024												2025			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
	Task 1: Project Setup																											
Task 2: Community Engagement																												
<i>Open House #1: Neighborhood Outreach</i>				x																								
<i>Open House #2: 2 Design Concepts</i>						x																						
Task 3: Schematic Design																												
<i>2 Design Concepts</i>						x																						
<i>High Level Cost Summary</i>																												
<i>Preferred Design Concept</i>									x																			
<i>Preapplication Meeting</i>									x																			
<i>Submit 100% SD Plans</i>									x																			
Task 4: Design Development																												
<i>Engage OC student with DD and LUR</i>																												
<i>*Submit 100% DD Drawings for Land Use Review</i>																												
<i>Cost Estimate</i>																												
Task 5: Land Use																												
<i>Hearing - 8 WEEKS AFTER COMPLETENESS</i>																												
Task 6: Contract Documents																												
<i>*Submit 60% CD Drawings/Specs</i>																												
<i>Accessibility Review</i>																												
<i>*Submit 90% CD Drawings/Specs for Permit</i>																												
<i>Cost estimate</i>																												
Task 7: Permitting																												
<i>Respond to comments</i>																												
Task 8: Bid Services, CA, Closeout																												
<i>*Submit 100% Permitted Drawings/Specs for Bid</i>																												
<i>Bid Opening</i>																												
<i>Break ground</i>																												
<i>Site Visits</i>																												
<i>Record Drawings</i>																												



REALITY. QUANTIFIED.

Jennings Lodge Park – Land Surveying & Mapping Services

Project Approach

We will initiate field work with a retracement of the boundary survey performed in 2003 on the school property, recovering monumentation so that survey control can be laid out as efficiently as possible. Once that work is completed a closed loop traverse will be conducted, with redundant sets of angles and distances measured to all found boundary evidence and set control points. A closed differential leveling loop will be conducted. Additionally, as part of tying the project coordinate system to a useful projection (Oregon Coordinate Reference System – Portland Zone), we will be collecting multiple time offset GNSS vectors. All this data will be reduced using a least squares adjustment. A control accuracy report will be provided as part of our deliverable.

As we are collecting the boundary and control information, we will be performing topographic mapping concurrently to reduce inefficiencies from setting up equipment multiple times on the same control points. Mapping will be conducted to meet the supplied “Survey Consultant Scope Requirements” document.

Once data has been collected in the field it will be mapped in the office and undergo a rigorous QA/QC process. A deliverable drawing will be created to meet the required specifications, and a site walk will be performed to assure that mapping reflects field conditions.

Scope

Project boundary surveying scope to include:

- Resolving the rights-of-way of SE Wilmot Street adjacent to the subject property
- Resolving the rights-of-way of SE Hull Avenue adjacent to the subject property
- Resolving the boundary of the subject property

Project topographic mapping limits to be bound by:

- The westerly edge of pavement on SE Wilmot Street
- The Southerly edge of pavement of SE Hull Avenue
- 5 feet past all portions of the subject property abutting private ownerships
- The centerline of SE River Road

Sufficient structure as-built invert and rim elevations for determining pipe slopes and capacities, at a minimum all existing structures between which exists or could exist a line that could be tapped to serve the subject property. This includes maintenance holes, catch basins, drop inlets, etcetera. Offsite overhead wires will be mapped within the public rights-of-way adjacent such that caution data can be accurately reflected on construction documents if necessary.

Surveying & Mapping | 3D Scanning | Drone Surveying

rq4d.com | 971.249.8165 | 7150 SW Hampton Street, Suite 109, Tigard, OR 97223

Oregon COBID Firm ESB & SDVBE Certificate No. 12264



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Fee

Our fee for these services will be \$19,357.

Surveying & Mapping | 3D Scanning | Drone Surveying

rq4d.com | 971.249.8165 | 7150 SW Hampton Street, Suite 109, Tigard, OR 97223

Oregon COBID Firm ESB & SDVBE Certificate No. 12264



Jennings Lodge Park

	PLS	2-Person Crew	Survey Technician	Drone Operations	Project Coordinator	
Rate/hr						
Control	2	13.5	0	0	0	\$2,827.50
UAS	15	0	0	3	0	\$1,447.50
Topo	1	27	12	0	0	\$6,300.00
Boundary	9.5	33	8	0	0	\$8,432.50
Project Admin	0	0	0	0	4	\$300.00
Materials						\$50.00
Total	14	73.5	20	3	4	
	\$2,310.00	\$13,597.50	\$1,900.00	\$1,200.00	\$300.00	
						Total \$193,577.5

971.249.8165

info@rq4d.com

COBID ESB/SDVE No. 12264 Oregon State Professional Land Surveyor No. 91420

JLA SCOPE OF WORK, REVISED DRAFT 2-28-23

JLA Public Involvement will provide community engagement services for this project to plan and design improvements for the neighborhood park at Jennings Lodge Elementary School.

Community engagement will be led by Kristen Kibler and Stacy Zurcher. JLA will work collaboratively with the District and the consultant team to coordinate and deliver outreach and communication tasks agreed upon.

The following tasks represent work to be completed by JLA.

Task 1: Project Setup

Participate in project kick-off meeting with the consultant team and District staff to consider the following:

- Review and discuss the overall objectives and milestones for the project, including dates and objectives for engagement activities
- Discuss community interests and issues and identify key community partners and audiences
- Define a communication and engagement plan/memo (workplan/schedule) to include team and staff roles
- Identify key messages for public engagement

JLA will participate in periodic project coordination meetings via video/phone conference, with District staff and the consultant team to review and discuss work products and prepare for two rounds of community outreach.

Deliverables:

- Progress reports, approximately monthly
- Participation in virtual team meetings, up to monthly (assume kick off and April-August); meetings will have a public engagement agenda item in advance of the two rounds of engagement.

Task 2: Community Engagement

JLA will work with the District and the consultant team to create opportunities for engagement at two project milestones – the community and project team can share at the onset of the project and again when there are alternative concepts.

- **Task 2.1: Community Engagement Memo:** JLA will develop an engagement workplan that identifies: project and engagement goals; key messages; target audiences; and schedule for engaging the public at two milestones. The plan will document expectations, roles, and responsibilities for the consultant team.

Deliverables:

- Community Engagement Memo (simple community engagement plan)

- **Task 2.2: Open Houses/Park Drop-in Events:** JLA will coordinate up to two in-person open houses. The intent is to provide an on-site and fun opportunity to learn about the project and give feedback during the following phases:
 - Gather knowledge about and hear community desires for the park.
 - Share potential park concepts and seek community preferences.

JLA will compile comments and produce summary info from each event.

Deliverables:

- Prepare for, deliver and document two in-person open houses which will include refreshments (expenses budgeted by JLA, up to \$500/event)

- **Task 2.3: Online engagement opportunities:** JLA will coordinate up to two online engagement opportunities to complement the open houses in 2.2. This will allow people to participate if they are unable to or choose not to attend in-person.

JLA will compile comments and produce a summary. This may be incorporated into Task 2.2. summaries.

Deliverables:

- Prepare for, deliver and document two “simple” online engagement opportunities to complement the in-person events (similar information). These may be a simple survey or a few graphics with explanation and survey comment form. The online survey will be available in English with QR codes on Task 2.4 materials.

- **Task 2.4: Communications Materials and Content:** JLA will prepare postcards to invite stakeholders to up to two events. JLA will draft simple web content at up to two times for posting by District staff.

Deliverables:

- Create and review web content to be posted by District – up to two points in project
- Create print ready project postcards. JLA can send to a mailhouse for NCPRD payment. Distribution list to be outlined or pulled by District.
- Email updates and email lists to be coordinated through Mackenzie

Additional Assumptions: Mackenzie will provide graphics for JLA use. JLA will have minimal graphics to create; JLA will create postcards with available graphics from project team and District.



February 27, 2023

Steven Tuttle
Mackenzie
1515 SE Water Avenue, Suite 100
Portland, Oregon 97214

Re: Accessibility Consulting Services for the Jennings Lodge Park Improvements Project

Dear Steven,

Studio Pacifica (“Consultant”) is pleased to present this proposal to Mackenzie (“Client”) for accessibility consulting services for the park improvement project at 18521 SE River Rd in Oak Grove, OR (the “Project”). The Project is 2.13 acres (~92,800 SF) and involves developing land owned by the adjacent school (Jennings Lodge Elementary) into a neighborhood park with associated park amenities.

I Scope of Basic Services

Consultant proposes to perform the following scope of services as Basic Services:

- A. Review the 60% CD documents for compliance with the applicable accessibility codes. Provide written summary illustrating findings and suggest best practices. Respond to periodic clarification questions posed by the Client.

II Additional Services

Consultant can perform the following services (“Additional Services”) that are not a part of the above listed Basic Services upon your written request:

- B. Review additional Documents for compliance with the listed codes. Provide written summary and/or drawing mark-ups illustrating findings.
- C. Design work to resolve accessibility issues as determined during the above-mentioned Basic Service reviews.
- D. Additional hours for community engagement efforts, Client meetings, and/or pre-design consulting (if any).
- E. Additional hours for responses to RFI’s and Submittals beyond the allowance allotted in Basic Services (if any).
- F. Visit the site in the company of the Client, the architect, and the contractor to briefly review select areas of the project at framing for a total of X visits. Provide one written report per framing site visit outlining our findings.
- G. Visit the site in the company of the Client, the architect, and the contractor to briefly review select areas of the project prior to COO for a total of X visits. Provide one written report per site visit outlining our findings.
- H. A closeout letter, if requested, will require a back check review of completed drawings as an additional service. Certifications of compliance are not provided.
- I. Other consulting research or reports not specifically listed in Basic Services above.



III Fee Schedule

Consultant proposes to perform the Basic Services outlined in A above for a fixed fee of (\$7,000.00) plus reimbursable expenses.

This proposal is valid for a period of six months from issue date. Additional Services shall be performed solely upon the Client's request and at our hourly rates or as mutually agreeable.

The following are the 2023 Consultant hourly rates.

Category/ Level of Service	Hourly Rate
Principal — Accessibility Consulting	\$300
Staff — Accessibility Consulting	\$200
Project Administration	\$150
Administrative Support	\$100

~~The above rates are subject to change at the beginning of each calendar year. Travel time is billed at 100% of the hourly rate of pertinent staff level. Invoices will be monthly progress billings and are due upon receipt. Invoices will earn interest at one percent per month when not paid within 30 days.~~

~~Reimbursable expenses include travel outside the Seattle Metro area, large scale printing, and delivery services. These reimbursable expenses will be billed at 110% of cost incurred.~~

IV Assumptions

The Americans with Disabilities Act and other accessibility laws and statutes ("Accessibility Laws") place accessibility and usability requirements on the Project. We are responsible for reviewing the documents to assure that they comply with the accessibility design rules in the Accessibility Laws applicable to your Project. There are other constraints that are aspirational and do not translate into Project design advice. Portions of the Accessibility Laws are subject to various and possibly contradictory interpretation. Finally, compliance involves factors beyond our control such as changes in use of the completed Project. We can only promise that we will use reasonable care consistent with other design professionals in interpreting and advising on compliance with Accessibility Laws.

Consultant will review the Project documentation to determine any areas of non-compliance with the accessibility design rules in the Accessibility Laws applicable to your Project. The deliverable will be a detailed report in spreadsheet format along with an executive summary narrative. A multi-stage review (such as at 50% DD and 95% CD phase) is recommended to allow the Consultant to confirm previously identified areas of non-compliance are resolved and to review for details shown only in later documentation. The Architect is responsible for resolving any areas of non-compliance identified and altering the plans to reflect those changes.

Consultant may rely on information provided by the Client as accurate.



An electronic file and HARD COPY half-sized set of plans are required for the plan review including architectural, civil, landscape, and interiors. Interior design and architectural drawings are expected to be substantially integrated, not separate designs. Review of non-coordinated interior drawings will be charged hourly for the additional time required due to the design changes.

Civil engineering drawings will be reviewed on an overview basis to look for “problem conditions,” to assess covered units, non-compliant site accessible route connections, and accessible site details, but not checked for all grades of all walkways in detail.

Studio Pacifica does not review product specification manuals. Specific concerns about a specific product may be discussed as part of hourly consulting.

It is in the Client’s best interest to provide a minimum of two weeks’ notice for scheduling of site visits. Consultant will endeavor to accommodate Client’s timing for all site visit requests. Consultant will provide reports within 7 business days of the site visit.

V Limits and Disclaimers

Design and Construction is by Others

Consultant shall have no responsibility for designing any aspect of the Project except for accessibility and then only when Consultant has provided drawings. Consultant shall have no liability for any acts or omissions of Client or any construction contractors.

Waiver of Consequential Damages

The Consultant and Client waive consequential damages (such as lost profits, lost revenues, loss of use and loss of reputation) for claims, losses, costs, or damages relating to this Agreement whether arising in tort or contract.

Limitation of Liability

In recognition of the relative risks and benefits of the Project to both Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant to the Client for any and all claims, losses, costs, damages or claims expenses (including attorney’s fees and expert-witness fees), so that the total aggregate liability of Consultant to the Client shall not exceed the amount of compensation paid to Consultant for Basic Services and any Additional Services related to the Project multiplied by five. The types of claims to which this limitation applies include claims based on professional errors and omissions, malpractice, negligence, breach of contract, breach of expressed or implied warranty, indemnity and contribution.

Play Structures and Surfaces

Play structures and surrounding attenuating surfaces are exempt from Consultants' review. Consultant does review for an accessible route onto the play area surface.



VI Summary

We appreciate the opportunity to present this proposal, Steven. If this proposal is acceptable, please sign below and forward a signed copy to our office. The signed and accepted proposal will constitute the complete agreement between our firms respecting the Project, superseding all previous representations, negotiations, and commitments.

Please feel free to call and discuss any questions you may have.

Sincerely,

Karen L. Braitmayer, FAIA, President

Signed for Mackenzie:

Signature Date

Print name

February 28, 2023

Steven Tuttle
Mackenzie
500 Union St, Suite 410
Seattle, WA 98101

RE: Jennings Lodge Elementary School & Neighborhood Park Improvements

FP-OR-2023-0019

Dear Steven Tuttle,

Thank you for inviting our team to submit a proposal for Cost Consulting services on this project.

My understanding of the scope of services to be provided is incorporated into the attached assumptions as detailed in Schedule 1. The proposed fees in Schedule 2 assume these terms & conditions will be in effect for the provision of our services, and we reserve the right to adjust our fee should these be changed, or should we be required to execute a different contract between us.

I look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees or the scope of our services, please do not hesitate to contact me. If you are in agreement with the scope, fees, and contract terms, please sign as indicated, retain a copy, and return the signed copy.

Sincerely,



Trish Drew, CPE, LEED AP
Managing Director

SCHEDULE 1**DCW COST MANAGEMENT, LLC's Basic Services****Project Description:**

We understand that the project comprises cost planning for the Jennings Lodge Elementary School & Neighborhood Park Improvements located at 18521 SE River Rd, Oak Grove, OR 97267. The cost study scope of work includes performing an options study as well as costing the Design Development, and Progress Set documents.

The intended design package consists of the development of a neighborhood park. This park and associated park amenities will be established on a 4.04-acre plot of land owned by Oregon City School District (OCSD) at Jennings Lodge Elementary School and support school district and community-based programs.

Detailed Scope of Work:**Task 1 Design Options Study**

- Prepare a high-level summary outlining an opinion of probable construction for costs during this stage for up to two options, including all other elements as necessary for a complete cost estimate.
- Develop soft costs with the design team and Owner group.
- One team and client meeting is included during this phase.

Task 2 100% Design Development

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Uniformat II component format.
- Update soft costs.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to two team and client meetings are included during this phase.

Task 3 90% Progress Set

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Uniformat II component format.
- Update soft costs.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- One team and client meeting is included during this phase.

**SCHEDULE 2
Fee Schedule**

Fee Breakdown

	HRS	RATE	SUM
Task 1 Design Options Study	20	\$170	\$3,400.00
Task 2 100% Design Development	30	\$170	\$5,100.00
Task 3 90% Progress Set	24	\$170	\$4,080.00
SUM Total	74		\$12,580.00

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$12,580**.

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications, and reports required for the performance of our work will be provided electronically, at no cost to DCW Cost Management, LLC. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report.

(end of page)

SCHEDULE 3

DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule

All other services not detailed above, including additional estimates, further revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services will be considered additional services. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Currently, these hourly rates are:

	<u>Bill Rate</u>
Directors	\$180.00
Specialists	\$170.00- \$180.00
Cost Estimators*	\$160.00 - \$150.00
Clerical	\$105.00
Deposition and Trial	Additional 50%

*Primary work performed by Cost Estimators

Confirmation of Agreement: This letter correctly sets out the scope and fees to be provided by DCW Cost Management, LLC for the proposed project.

DCW COST MANAGEMENT, LLC.

Client: Mackenzie

DATE: 2/28/2023

~~*DATE:*~~


By: Trish Drew

~~*By: Steven Tuttle*~~

Its: Managing Director

~~*Its: Landscape Architecture, Senior Associate*~~



~~
_____~~

MACKENZIE.

P 503.224.9560 ▪ F 503.228.1285 ▪ W MCKNZE.COM

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

Portland, Oregon ▪ Vancouver, Washington ▪ Seattle, Washington

HOURLY BILLING RATE SCHEDULE*

PRINCIPALS	\$ 160 – \$ 290
ARCHITECTURE/LANDSCAPE	
Design Director	\$ 190 – \$ 235
Senior Project Architect	\$ 160 – \$ 260
Project Architect I – III	\$ 100 – \$ 210
Architectural Designer II-III	\$ 90 – \$ 175
Architectural Designer I	\$ 65 – \$ 100
Designer/Drafter	\$ 50 – \$ 80
Intern	\$ 50 – \$ 75
ENGINEERING	
Senior Project Engineer	\$ 160 – \$ 250
Project Engineer I – III	\$ 100 – \$ 200
Designer I – II	\$ 75 – \$ 155
Transportation Analyst I – II	\$ 65 – \$ 115
Designer/Drafter	\$ 85 – \$ 140
Intern	\$ 55 – \$ 85
PLANNING	
Senior Project Planner	\$ 150 – \$ 235
Project Planner I – IV	\$ 90 – \$ 210
Permit Coordinator	\$ 55 – \$ 95
Assistant Planner	\$ 70 – \$ 110
Intern	\$ 50 – \$ 75
INTERIOR DESIGN	
Senior Project Interior Designer	\$ 150 – \$ 230
Interior Designer III – V	\$ 100 – \$ 175
Interior Designer I – II	\$ 70 – \$ 135
Intern	\$ 50 – \$ 75
ADMINISTRATION	
Administrator	\$ 60 – \$ 175
Word Processor	\$ 70 – \$ 110
Graphic Artist	\$ 85 – \$ 130

*Subject to change April 2023

REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

IN-HOUSE PRINTING

Scanning – Black & White

Small Format: \$0.25/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet
(Including Half Size)

Scanning – Color

Small Format: \$0.50/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet
(Including Half Size)

Printing/Copying – All Sizes

Black & White: \$0.21/sq. ft.
Full Color: \$4.00/sq. ft.

Fax

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

OTHER IN-HOUSE REIMBURSABLE ITEMS

Digital Photo Documentation

\$15.00/download

Check Generation Fee

\$25.00

Automobile Mileage

Billed according to IRS guidelines

Delivery Service

Fixed rates: \$7.75 to \$54.40
(depending on mileage)

Data Supplies

CD documentation: \$15.00
DVD documentation: \$30.00

Report Binder

Without tabs: \$3.00/book
With tabs: \$4.00/book

Foamcore:

\$4.25/sheet