



11/24/2021

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

**Approval of an Intergovernmental Agreement Between:
The City of Milwaukie and North Clackamas Parks and Recreation District
for Grant Administration, Construction, and Operation of Phase III of Milwaukie Bay Park**

Purpose/Outcome	Establish roles and responsibilities between the City and NCPRD for grant administration, construction, and operation of Phase III of Milwaukie Bay Park.
Dollar Amount and Fiscal Impact	\$32,000 annually estimated from NCPRD's operating budget for maintenance of new improvements after the park is constructed. No County General Funds are involved. (Details related to funding for indirect and direct costs of construction are under separate IGA.)
Funding Source	NCPRD General Fund
Duration	In effect until terminated or superseded.
Previous Board Action/Review	<ul style="list-style-type: none"> • June 28, 2018 Business Meeting: Board approved professional services contract between NCPRD and 2.ink Studio for Milwaukie Bay Park Final Design Services. • 2019-2021 Board approvals: grant submittals, grant agreement, IGA with City of Milwaukie to transfer City funds to NCPRD for project, contract for Owner's Representative Services, and authorization to obtain a Construction Manager/General Contractor. • 2017-2021 Board Updates (5)
Strategic Plan Alignment	<p>1. How does this item align with your department's Strategic Business Plan goals?</p> <ul style="list-style-type: none"> • Aligns with the NCPRD Asset Development Strategic result of completing 33% of NCPRD project phases in the annual Capital Improvement Plan • Supports the purpose of the Asset Development program by providing planning and development services to NCPRD residents • Supports the purpose of NCPRD overall by providing access to parks, natural areas, trails, recreation services and facilities <p>2. How does this item align with the County's Performance Clackamas goals?</p>

	<ul style="list-style-type: none"> • <i>Honor, Utilize, Promote, and Invest in our Natural Resources</i> by creating increased tree canopy, increased natural areas, better on-site stormwater utilization, increased floodplain resilience. • <i>Build a Strong Infrastructure</i> through improved recreation infrastructure, active transportation corridor and safe access public transportation, and improved stormwater management. • <i>Build Public Trust through Good Government</i> by design with inclusive engagement and partnership building to leverage funding. • <i>Grow a Vibrant Economy</i> by increasing visitation in the area and attracting more people to the surrounding retail and commercial areas within Clackamas County.
Counsel Review	<ol style="list-style-type: none"> 1. 10/7/2021 2. JM
Procurement Review	<ol style="list-style-type: none"> 1. No
Contact Person	<p>Michael Bork, NCPRD Director, x4421</p> <p>Heather Koch, NCPRD Acting Planning & Development Manager, x4358</p>

SUMMARY

The Intergovernmental Agreement (IGA) establishes the roles and responsibilities between the City of Milwaukie (City) and the North Clackamas Parks and Recreation District (NCPRD) for grant administration, construction and operation of Phase III of Milwaukie Bay Park. The agreement is constructed to be similar to the most recent park development project agreement with the City for Wichita Park (2017). A termination clause protects both parties by ensuring that, if terminated, the terminating party would pay a prorated portion of the other party's development costs. Members of the NCPRD Board, City Council and respective legal staff and administrators negotiated this agreement.

On November 2, 2021, the City Council introduced and adopted Council Resolution 56-2021 to authorize the City Manager to execute the agreement.

An upcoming update to the 2020 Funding IGA between the City and NCPRD for the Milwaukie Bay Park Project will update funding commitments needed to construct the project. The current estimated Total Project Cost is \$9.6 million including construction costs, design costs and indirect costs.

BACKGROUND

NCPRD partnered with the City of Milwaukie in 2018-19 to develop a final design to complete Milwaukie Bay Park as a District-wide recreational waterfront. The design transforms 3.6 acres of underutilized and predominantly undeveloped land into places to play, rest and gather. Key features include: an amphitheater, nature play area, interactive water feature, plaza with picnic terrace, a permanent alignment for the regional Trolley Trail, pathways, natural areas, public art and restrooms. NCPRD engaged a broad and diverse range of over 1,300 community members in the District during the design phase, advanced a funding strategy to leverage local, regional, state and other funds, and developed a process to build a preconstruction and construction services team in FY20-21.

The park is identified as a high priority need in the 2004 NCPRD Master Plan and 2007 NCPRD Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvement Plan. The City owns the park and NCPRD plans for, develops and manages the City's parks under a Cooperative IGA. The Cooperative IGA was created as part of the formation of the District in 1990, and last amended in 2020 to reflect the adoption of new bylaws for the District Advisory Committee (DAC).

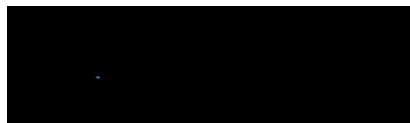
RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners, acting as the NCPRD Board of Directors, approve this Intergovernmental Agreement Between: The City of Milwaukie and North Clackamas Parks and Recreation District for Grant Administration, Construction, and Operation of Phase III of Milwaukie Bay Park.

ATTACHMENTS:

1. Intergovernmental Agreement Between: The City of Milwaukie and North Clackamas Parks and Recreation District for Grant Administration, Construction, and Operation of Phase III of Milwaukie Bay Park
2. Council Resolution 56-2021

Respectfully submitted,



Michael Bork, Director
North Clackamas Parks and Recreation District

**INTERGOVERNMENTAL AGREEMENT BETWEEN:
THE CITY OF MILWAUKIE AND
THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
FOR GRANT ADMINISTRATION, CONSTRUCTION, AND OPERATION OF PHASE III
OF MILWAUKIE BAY PARK**

THIS AGREEMENT (this “Agreement”) is entered into and between North Clackamas Parks and Recreation District (“NCPRD” or the “District”), a county service district established pursuant to ORS Chapter 451, and the City of Milwaukie (“City”), an Oregon municipal corporation (collectively, the “Parties” and individually “Party”).

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

This Agreement establishes roles and responsibilities between the City and NCPRD for funding, grant administration, and construction of Phase III of Milwaukie Bay Park (the “Project”), which is owned by the City and is intended to be operated and maintained by NCPRD.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall remain in effect until terminated or superseded.
2. **Grant Management.** NCPRD and City agree to the following Grant responsibilities under this Agreement:
 - A. **Grant Performance.** The District shall have primary responsibility for performance and completion of the Project, as it is described in the Oregon Community Paths Program and the Metro Local Share Grant Agreements. This includes, but is not limited to, project design, contractor selection and procurement, project management, compliance with all applicable laws and regulations, and payment pursuant to the Grant.
 - B. **Grant Administration.** The District shall administer and comply with all conditions and requirements set forth by the Grant awards to District. This includes, but is not limited to, requests for reimbursement, progress reports, final reports, inspection reports, completed site plan, project boundary map, project appraisals, digital images of the completed project, and representations and warranties. The District shall send copies of all grant deliverables and correspondence to the City.
 - C. **Recovery of Funds.** Any funds disbursed to the District under the Grant that are expended in violation or contravention of one or more of the provisions of the Grant or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to the Grantor by the District.

- D. **Responsibility for Grant Funds.** The District shall assume sole liability for City or District breach of the Grant. Upon City or District's breach of conditions that requires State to return funds to the federal government, hold harmless and indemnify State for an amount equal to the funds received under the Grant; or if legal limitations apply to the indemnification ability of the Grantees of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under the Grant.
 - E. **Records Maintenance and Access.** The District shall make and retain proper and complete books of record and account and maintain all fiscal records related to the Grant and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations as identified in Exhibit A. The District shall send copies of all records and expenditures to the City.
 - F. **Audit Requirements.** The District shall adhere to all terms and conditions regarding auditing requirements set forth by the Grant.
3. **Project Management.** The District and City agree to the following responsibilities under this Agreement:
- A. Permits required for the initiation of construction will be secured by The District by March 31, 2024, and all construction must be completed by December 31, 2024, or such other dates as mutually agreed by the Parties.
 - B. City shall allow District to construct the park and offsite improvements on City property.
 - C. City shall delegate authority to District to act as the lead on development and construction.
 - D. District shall plan, design, engineer, and construct park improvements to District and City standards, and comply with conditions and requirements set forth by the Grants.
 - E. District shall develop construction plans, specifications, and estimates for park facilities, fixtures, open space, and offsite improvements in accordance with District procurement policies.
 - F. District shall advertise, bid, and award a contract for construction plans and specifications for park facilities, fixtures, open space, and offsite improvements in compliance with District procurement policies and State of Oregon public works contracting laws.

- G. District shall manage and administer contractor and subcontractor bonds, licenses, insurances and certified payrolls in compliance with District procurement policies and State of Oregon public works contracting laws.
 - H. District shall coordinate relocation and installation of utilities with existing utility providers.
 - I. District shall coordinate community outreach with City during design and construction, including quarterly project updates to Milwaukie City Council, Milwaukie Parks and Recreation Board, and District Advisory Committee.
 - J. District shall provide City with as-built construction plans upon completion of project.
4. **Other Terms and Conditions.** District and City agree to the following responsibilities under this Agreement:
- A. City shall retain ownership of park, offsite infrastructure and all other improvements that are not moveable and integral to the built out environment following completion of construction. For example, concrete pads, paths and walkways, sidewalk and curb improvements, striping, restroom facilities, shade structures, grading and scarifying of soils, imported fill material, trees, shrubs, grasses, and other landscaping materials .
 - B. District shall retain ownership of fixtures which are easily moveable and are not part of the permanent built out environment following completion of construction (i.e. picnic tables, signage, and waste receptacles) except for any portion of playground equipment paid for by the City or associated non-profit or Neighborhood District Association.
 - C. The District shall operate and maintain Milwaukie Bay Park as a High Maintenance Area as defined in the Master IGA between District and City. For any period of necessary construction or maintenance occurring at the park, portions or the entire park, may be closed consistent with District policy, practice, contract, ordinance, rule or law.
 - D. The District shall be responsible for scheduling of Milwaukie Bay Park programs with priority for District and City Events and activities. The District will manage and coordinate all District-led events and activities and District special use permits, including collection of appropriate fees.
 - E. The District shall offer structured recreational and community opportunities for youth and adults at Milwaukie Bay Park four days a week during the summer (mid-June – August), and as available the rest of the year. Programming shall reflect community interests, and be offered at times that meet attendance minimums. Programming may be impacted and reduced due to access, weather, conflicting events or health mandates.

5. Termination.

- A. Either NCPRD or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within twenty-one (21) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such twenty-one (21) day period, this provision shall be complied with if the breaching Party begins correction of the default within the twenty-one (21) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- B. NCPRD may terminate this Agreement without penalty or obligation to the City in the event NCPRD fails to receive expenditure authority, grant awards, or other funding sufficient to allow NCPRD, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or NCPRD is prohibited from paying for such work from the planned funding sources.
- C. Unless otherwise provided in this Agreement, a defaulting party shall be treated as if that party terminated this Agreement.
- D. The District or City's "Development Costs" for the construction for Phase III of Milwaukie Bay Park shall include all costs incurred, funds contributed, work performed, consultants hired, debt incurred, if as a result of termination of this agreement penalties accrued through non-performance, and any other costs or obligations incurred.
- E. Prorated Development Costs and funds contributed by a party shall be the amount of money that represents that percentage of the Development Costs and funds contributed based upon the 25 year useful life of the park improvements. For example if the contract were to terminate after five years 80% of the useful life of the improvements would be remaining. The terminating party would pay 80% of the other party's development costs in that example.
- F. Should a party terminate the agreement and after termination the City assumes operation and maintenance of the park and does not operate Milwaukie Bay Park with access for all NCPRD residents on the same terms (equal use rights for district and city residents) for a period of 25 years from park completion City shall pay the prorated Development Costs of NCPRD, and return funds to any entity granting funds for the Project consistent with the grant agreement.
- G. Should the City be withdrawn from NCPRD, City will be deemed to have terminated the Agreement.

6. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the District, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

7. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (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. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

Milwaukie:

City Liaison
Peter Passarelli
10722 SE Main Street
Milwaukie, Oregon 97222
Email: passarellip@milwaukieoregon.gov

District:

District Liaison
Michael Bork
150 Beaver Creek Road
Oregon City, OR 97045
Email: Mbork@ncprd.com

8. **General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas District without giving effect

to the conflict of law provisions thereof. Any claim between District and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas District for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then 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. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** District shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. District shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, District shall permit the City’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** City and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 Agreement.
- K. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- L. **Survival.** All provisions in Sections 2, 4 (A-B), 6, and 8 (A), (C), (D), (F), (G-L), and (O) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- M. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- N. **Force Majeure.** Neither City nor District shall be held responsible for delay or default caused by events outside of the City or District's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, City and District 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 Agreement.

- O. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

**North Clackamas Parks
and Recreation District**

City of Milwaukie

Tootie Smith, Chair, Board of Directors

Ann Ober, City Manager

Date

Date

COUNCIL RESOLUTION No. 56-2021**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD) FOR MILWAUKIE BAY PARK PHASE III GRANT ADMINISTRATION, CONSTRUCTION, AND OPERATIONS.**

WHEREAS the city wishes to fulfill the community's vision for Milwaukie Bay Park through the construction of a new play area, amphitheater, interactive water feature, picnic space, and plaza; and


WHEREAS the city has worked diligently since the 1990s to plan and construct multiple phases of improvements to the riverfront so that everyone can enjoy the beauty of the Willamette River; and in recognition of its unique position as a regional amenity offering unparalleled river access to the North Clackamas community and serving as a gateway to Clackamas County for visitors entering along highway 99E; and

WHEREAS the city wishes to finalize the grant administration, construction, and operational role commitments for the Milwaukie Bay Park project so that NCPRD can move forward and identify the final resources needed to construct Milwaukie Bay Park.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the city manager is authorized to sign an intergovernmental agreement between the City of Milwaukie and NCPRD for grant administration, construction, and operation of Milwaukie Bay Park Phase III.

Introduced and adopted by the City Council on **November 2, 2021**.


This resolution is effective immediately.



Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:



Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney



11/24/2021

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

**Milwaukie Bay Park Project Design Services –
Contract Amendment #5 with 2.ink Studio Landscape Architecture**

Purpose/Outcome	Execution of Amendment #5 to Contract #3105 between NCPRD and 2.ink Studio, P.C. for Design Services for the Milwaukie Bay Park Project
Dollar Amount and Fiscal Impact	The contract fee for amendment #5 is \$643,536 for Design Services. The Total Contract Value for this and previously approved work is \$809,574. No County General Funds are involved.
Funding Source	System Development Charges (Zone 1) will provide \$533,941; NCPRD General Funds will provide \$109,595.
Duration	The contract termination date is December 31, 2024, or whenever NCPRD deems the project is complete, whichever is later.
Previous Board Action/Review	<ul style="list-style-type: none"> • June 28, 2018 Business Meeting: Board approved professional services contract between NCPRD and 2.ink Studio for Milwaukie Bay Park Final Design Services. • 2019-2021 Board approvals: grant submittals, grant agreement, IGA with City of Milwaukie to transfer City funds to NCPRD for project, contract for Owner’s Representative Services, and authorization to obtain a Construction Manager/General Contractor. • 2017-2021 Board Updates (5)
Strategic Plan Alignment	<p>1. How does this item align with your department’s Strategic Business Plan goals?</p> <ul style="list-style-type: none"> • Aligns with the NCPRD Asset Development Strategic result of completing 33% of NCPRD project phases in the annual Capital Improvement Plan • Supports the purpose of the Asset Development program by providing planning and development services to NCPRD residents • Supports the purpose of NCPRD overall by providing access to parks, natural areas, trails, recreation services and facilities <p>2. How does this item align with the County’s Performance Clackamas goals?</p>

	<ul style="list-style-type: none"> • <i>Honor, Utilize, Promote, and Invest in our Natural Resources</i> by creating increased tree canopy, increased natural areas, better on-site stormwater utilization, increased floodplain resilience. • <i>Build a Strong Infrastructure</i> through improved recreation infrastructure, active transportation corridor and safe access public transportation, and improved stormwater management. • <i>Build Public Trust through Good Government</i> by design with inclusive engagement and partnership building to leverage funding. • <i>Grow a Vibrant Economy</i> by increasing visitation in the area and attracting more people to the surrounding retail and commercial areas within Clackamas County.
Counsel Review	<ol style="list-style-type: none"> 1. <i>Date of Counsel review: 11/15/21</i> 2. <i>Initials of County Counsel performing review: AN</i>
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? Yes
Contact Person	Michael Bork, NCPRD Director, x4421 Heather Koch, NCPRD Acting Planning & Development Manager, x4358
Contract No.	#3105

SUMMARY

The attached contract amendment #5 is to support the second phase of design team work for the Milwaukie Bay Park Project. The total fee is not to exceed \$643,536. Phases I & II combine for a Total Contract Value of \$809,574. Phase II services include: design development, land use submittal, preparation of construction documents, bid support, outreach materials, and construction administration. Construction administration will not commence until NCPRD ensures all requirements are met for construction to move forward. These requirements include: completing all documentation, obtaining approvals and permits, securing all funding, executing an Intergovernmental Agreement with the City of Milwaukie (“City”), and executing a Guaranteed Maximum Price (“GMP”) amendment with the construction phase contractor. The contract termination date is December 31, 2024, or whenever NCPRD deems the project is complete, whichever is later. This includes a one-year warranty period. With support from 2.ink Studio, NCPRD plans to conduct design and preconstruction work in FY 21-22 and FY 22-23. Construction start is planned for FY 22-23.

BACKGROUND

NCPRD partnered with the City of Milwaukie in 2018-19 to develop a final design to complete Milwaukie Bay Park as a District-wide recreational waterfront. The design transforms 3.6 acres

of underutilized and predominantly undeveloped land into places to play, rest and gather. Key features include: an amphitheater, nature play area, interactive water feature, plaza with picnic terrace, a permanent alignment for the regional Trolley Trail, pathways, natural areas, public art and restrooms. NCPRD engaged a broad and diverse range of over 1,300 community members in the District during the design phase, advanced a funding strategy to leverage local, regional, state and other funds, and developed a process to build a preconstruction and construction services team in FY20-21.

The park is identified as a high priority need in the 2004 NCPRD Master Plan and 2007 NCPRD Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvement Plan. The City owns the park and NCPRD plans for, develops and manages the City's parks under a Cooperative IGA. The Cooperative IGA was created as part of the formation of the District in 1990, and last amended in 2020 to reflect the adoption of new bylaws for the District Advisory Committee (DAC).

In 2018, NCPRD selected 2.ink Studio through a competitive RFP process for design services for the Milwaukie Bay Park Project ("Project"). The Board approved the contract on 6/28/18. The contract work supports design services starting with schematic design (Phase 1) and continuing through project completion, including but not limited to preparation of construction documents, permitting services, and construction administration. The initial fee was for a sum not to exceed \$166,038 for Phase I. Amendments #1-5 were approved to extend termination date only. To date, the total expended has been \$159,081.

As an NCPRD SDC-eligible project, \$533,941 in System Development Charges (Zone 1) and \$109,595 in NCPRD General Funds will be used for design services. No construction phase funds will be expended until the Project meets requirements to move into construction.

NCPRD's District Advisory Committee continues to review the full project funding. This design contract is part of Total Project Cost of \$9,600,000. Currently there is \$1,172,715 funding gap, therefore NCPRD staff is reaching out to other partners to identify potential funding sources. The contract work will allow NCPRD to prepare construction documents for the confirmed funding package.

Draft Funding Plan (updated November 2021)

Funding Source	Proposed	Status of Agreements*	Est. Date
City of Milwaukie	250,000	IGA approved; revision pending	Dec 2020 & 2021
Metro-City Local Share	750,000	City engagement and Metro IGA	Apr 2022
NCPRD SDC Zone 1	2,541,875	Construction IGA requested by Board; pending DAC SDC discussions scheduled	Jun 2021, Jun 2022

Metro-NCPRD Local Share	3,000,000	District engagement and Metro IGA pending	Jun 2022
NCPRD Gen Fund	48,475	Annual budget adoption	Jun 2021
State grant (LGGP)	750,000	Grant Agreement approved	Jun 2021
State grant (LWCF)	1,046,935	Grant Agreement pending	Mar 2022
Milwaukie Parks Found.	40,000	Fundraising underway	Spring 2022
Additional Funds	1,172,715	Outreach in process	2022
TOTAL (hard & soft costs)	9,600,000	<i>Final costs must align with budget confirmed</i>	

PROCUREMENT PROCESS:

This Amendment #5 is in accordance with LCRB C-047-0800(a) for an anticipated amendment. Phase I of the process has been completed and the project is going forward with Phase II which will consist of the Final Design Work and CMGC collaboration.

RECOMMENDATION:

Staff respectfully recommends that the Board, acting as the NCPRD Board of Directors, approve this Amendment #5 to Contract #3105 between NCPRD and 2.ink Studio for Design Services for the Milwaukie Bay Park Project.

ATTACHMENTS:

1. Amendment #5 – To the Contract Documents with 2.ink Studio PC for RFQ 2017-108 Milwaukie Bay Park Final Design

Respectfully submitted,



Michael Bork, Director
North Clackamas Parks and Recreation District

**AMENDMENT #5
TO THE CONTRACT DOCUMENTS WITH 2.INK STUDIO PC FOR RFQ 2017-108
MILWAUKIE BAY PARK FINAL DESIGN**

Contract #3105

This Amendment #5 is entered into between **2.Ink Studio PC** (“Contractor”) and North Clackamas Parks and Recreation District (“District”) and shall become part of the Contract documents entered into between both parties on **June 28, 2018** (“Contract”).

The Purpose of this Amendment #5 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:
The Contract termination date is hereby changed from December 31, 2021 to **December 31, 2024 or project completion, whichever is later.**
2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
District is requesting Contractor to perform Phase II of the project to include Final Design. The scope of work for Phase II is attached as Exhibit E and hereby incorporated by reference.
3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
In consideration for the additional Work for Phase 2, District is authorizing \$643,536.00 to complete the tasks. The budget is included as Exhibit F and the total Contract Compensation shall not exceed \$809,574.00.

ORIGINAL CONTRACT	\$ 166,038.00
AMENDMENT #1	Time Only
AMENDMENT #2	Time Only
AMENDMENT #3	Time Only
AMENDMENT #4	Time Only
<u>AMENDMENT #5</u>	<u>\$643,536.00</u>
TOTAL AMENDED CONTRACT	\$ 809,574.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #5, effective upon the date of the last signature below.

2.Ink Studio, PC

North Clackamas Parks and Recreation District

 11/10/21

Authorized Signature Date

Chair


Jonathan Beaver, Principal

Printed Name

Recording Secretary

Date

Approved as to form

 11/15/2021

County Counsel Date

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Exhibit E

STATEMENT OF WORK

WORKPLAN (PHASE II)

This “Milwaukie Bay Park Final Design Project, Workplan” (the “Workplan”) is incorporated into Contract Services between 2.ink Studio and Clackamas County, for the work described herein.

I. Project Understanding

Based on 2.ink Studio’s (“Consulting Team”) final schematic design for the North Clackamas Parks and Recreation District (“NCPRD”) Milwaukie Bay Park, the Consulting Team understands the intent of the Milwaukie Bay Park Project (“Project”) as follows. Building upon the completed 2019 schematic design, work for the approximate 3.6-acre scope area will continue to focus on improvements that integrate park amenities and interpretive context, provide for safe, accessible and diverse recreational use, and emphasize the unique character of the park. Work for this contract will focus on a portion of the 6.8-acre site bound by the Willamette River to the west, SE McLoughlin Blvd. to the east, SE Harrison St. to the north and SE Washington St. to the south (“Project Site”), as shown in Figure One (final page of this Exhibit E).

The Consulting Team will provide design development, construction documentation, permitting, GMP set, and construction administration services for the project. In addition, the Consulting Team will provide cost estimating and coordination with a Construction Manager/General Contractor (“CM/GC”) administered through NCPRD. The project schedule anticipates work to begin December 2021 with project completion expected end of 2023.

Improvements may include, but are not limited to, community gathering space and pedestrian corridor, children’s play area (including traditional and nature play elements), interactive water feature, picnic area(s), grassy open space/amphitheater, native plantings, tree preservation, a restroom/storage building and trellis, stormwater management, elements to deter geese, design to support views, interpretive elements (up to 5), wayfinding signage, site furnishings that enhance a unique park character, and public art. Pedestrian/bike circulation, and pedestrian gateway features and improvements are included as well to integrate surrounding context where existing Trolley Trail and pedestrian access terminates at the site. The Consulting Team’s efforts will also include working with NCPRD’s selected artist to integrate public art within park improvements.

II. Project Assumptions

The Work Tasks, as set forth in Section III below, have been prepared under the following set of assumptions. These assumptions are based on conversations with NCPRD staff and research accomplished to date by the Consulting Team.

1. The Project Site is defined per Figure One (final page of this Exhibit E), and assumes that current primary vehicular patterns, right-of-ways, adjacent land use and ownership patterns will remain the same for the duration of work. Street work, if any, will be limited to minor modifications at existing curb ramps or curb area striping.
2. The Project Budget for the total hard construction costs (site work plus margins and adjustments) is \$7,200,000, excluding artwork. NCPRD acknowledges that the Project Budget and scope may be modified to remain within available funding, but that it is important to work closely with the Consulting Team to continue to meet the requirements of grant agreements for the Project.
3. NCPRD will provide adequate survey information covering the study area to the Consulting Team for the development of a detailed base plan. Survey information will include all property lines, surface improvements, topography, spot elevations on all key elements and grade breaks, site vegetation, underground utilities including invert elevations and all other information necessary to thoroughly document the site and adjacent street entries for construction. The Consulting Team will rely on the accuracy of the survey information when preparing designs and construction documents.
4. The Consulting Team assumes the Project Site does not contain contaminated soils requiring mitigation, nor wetlands.
5. Project assumes no Milwaukie Arts Committee process. The artist will be selected to work with the Consulting Team prior to the start of Construction Documents.
6. To support NCPRD decision-making, the Consulting Team is prepared to organize design documents to accommodate “additional alternate” scope elements to prioritize and align the Project with available funding sources. Prior to initiating design work, NCPRD, Consulting Team and CM/GC will work collaboratively to identify candidate scope elements and dates by when direction is needed consistent with design milestones.
7. NCPRD will pay for all permit applications, fees, and appeals directly.
8. Expenses include up to five full-size printed sets of drawings and specifications for CM/GC use.
9. Drawings and Specifications shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations including those applicable to use, occupancy and accessibility. The Consulting Team shall at its own cost promptly correct any Drawings and Specifications that contain errors, conflicts, or omissions that impair construction.
10. NCPRD has designated Shields Oblatz Johnsen to serve as Owner’s Representative. The Owner’s Representative will be NCPRD’s point of contact for communications with the Consulting Team and CM/GC for the duration of the Project.

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11. NCPRD will be contracting with a third-party consultant to perform special inspections identified in construction documents prepared by the Consulting Team.
12. NCPRD has provided Consulting Team with a copy of the Clackamas County General Conditions incorporated with the CM/GC contract to be included in Contract Documents and Supplemented as appropriate.
13. Consulting Team does not have authority to provide direction to the CM/GC that impacts either the Guaranteed Maximum Price or CM/GC Contract Term without the prior written approval of NCPRD.
14. NCPRD will be responsible for coordinating communications and approvals with its own NCPRD Board of Directors, as well as external agencies such as the Oregon Department of Transportation and the State Historic Preservation Office. The Consulting Team will be responsible for communications and approvals related to land use and permitting with the City of Milwaukie.

III. Project Schedule

The following is the anticipated project schedule. NCPRD will work with the Consulting Team and CM/GC to determine if construction can start earlier.

- December 2021: Project Kickoff
- February 2022: 50% Design Development Complete
- May 2022: 100% Design Development Complete
- May 2022: Submit Land Use Application
- August 2022: 50% Construction Documents Complete
- November 2022: 95% Construction Documents (GMP & Permit Set) Complete
- January 2023: Start Park Construction
- November 2023: Substantial Completion
- December 2023: Final Completion
- December 2024: One-year Warranty Walk

IV. Work Tasks

Consulting Team agrees to perform the following tasks and activities and provide NCPRD with the deliverables referenced in this Section IV, “Work Tasks.”

Task One: Design Development

Upon authorization from the Owner’s Representative, the Consulting Team will proceed with design development drawings for the park.

Task One: Goals and Sub-Tasks

- Further develop or refine, based on information gathered in an initial Kick-Off Work Session, the preferred Design Development alternative, proposed products, furnishings, and equipment and continue developing detailed drawings.
- Provide a more refined package of proposed products, equipment, site furnishings, materials, and proposed color chips/samples for all items.
- Provide a detailed cost estimate and outline level technical specifications.

1.01 Design Development Kick-Off Work Session

Participate in half-day Work Session involving NCPRD, CM/GC and key members of Consulting Team to review updated design assumptions, CM/GC Schematic Design cost estimate and project schedule considerations to establish direction for design development work. Summarize design-related comments on the Schematic Design Plan and distribute to NCPRD and CM/GC.

1.02 Update Design Concepts for Restroom/Storage Building

Based on comments from NCPRD and determinations from the further assessment of Redwood tree root zone, confirm desired restroom building size and provide adjustments to the location based on adjacent features. Further develop façade study and relationship to adjacent trellis structure to ensure compatibility with NCPRD maintenance guidelines, aesthetic of park design, and Land Use requirements.

1.03 Conduct Geotechnical Investigation (site specific) & Prepare Final Report

Conduct supplemental geotechnical investigation at the locations of key project elements (e.g. interactive water feature, restroom/picnic overlook, stormwater swale, and event stage) to develop final geotechnical design recommendations and construction guidelines. Geotechnical work will include:

- Excavating up to four test pits with a backhoe to depths up to 10 feet below grade and conducting infiltration testing at a depth of approximately 5 feet below grade at one location.
- Maintaining a log of the soils encountered in the explorations and collecting soil samples for laboratory testing.
- Conducting a program of limited laboratory testing on select samples including moisture content, Atterberg limits, and grain size distribution determination.
- Performing limited engineering analysis to evaluate final foundation, retaining wall, and infiltration design parameters.
- Preparing a letter-report outlining the geotechnical findings and recommendations, including information related subsurface soil and groundwater conditions, earthwork guidelines, infiltration design parameters, retaining wall design, and foundation design parameters.

1.04 Geese Management Analysis & Report

Conduct an analysis of schematic design to determine what elements of design are most effective in deterring and managing geese and what additional standards, changes or additions are recommended to guide design changes, from placement and height of vegetation and structures to

other key components and details. Utilize research provided by NCPRD on local input and regional resources, following up if necessary with sources to clarify any additional standards, changes or additions needed. Summarize needs and changes in report.

1.05 Design Modifications to Plan (Design Development)

The Consulting Team's services shall include but not be limited to a comparison of the CM/GC's estimate of the Cost of the Work based upon the Schematic Design Documents with NCPRD's Project Budget. The Consulting Team's services shall include revisions to the Schematic Design concept for the purpose of aligning the Cost of the Work with NCPRD's Project Budget. Once aligned, the Consulting Team shall request NCPRD's approval to proceed with preparation of Design Development documents.

Provide more detailed drawings, including existing conditions plan (survey), demolition plan including any recommended tree removals and root zone conflicts, grading plan (slope directions and gradients to communicate concepts), preliminary drainage designs, storm water treatment areas, site layout plan (scoring, paving interfaces, primary dimensions only, such as sidewalk widths and overall sizes of features (not detailed layout geometry), materials plan, irrigation zone plan (describe and/or show approach for modifying existing system to accommodate new improvements), planting plan (locations, massing and species alternatives), lighting plan, water feature plans, architectural improvements, and preliminary site details including art concept and plans as developed by NCPRD-contracted artist. Include a more refined package of proposed products, equipment, site furnishings, materials, and proposed colors for all items.

1.06 50% Design Development Package

- Existing Conditions Plan (Survey)
- Civil Stormwater & Utility Plans, Utility Preliminary Details
- Demolition Plan
- Tree Inventory, Mitigation, and Preservation and Removal Plan
- Grading Plan
- Materials Plan
- Preliminary Layout Plan (primary dimensions only)
- Planting Concept Plan and Plant List
- Irrigation Zone Plan
- Preliminary Custom Details
- Water Feature Plans and Details
- Site Structural
- Site Electrical
- Preliminary Restroom/Shade Structure Plans and Details
 - Plumbing
 - Electrical/Low Voltage
 - Structural
 - Fixtures and finishes

1.07 Prepare 50% Design Development Specifications

Prepare outline level specifications to provide basis for cost estimating and coordination between consultants.

1.08 Prepare 50% Design Development Cost Estimate

Construction cost estimates will be prepared to confirm probable costs and to determine that the proposed improvements are within the Project Budget. Seek input from Consulting Team's cost estimating consultant during design process to align design with Project Budget prior to initiating cost estimate. Cost estimate exercises will include coordination and reconciliation with costing by the project CM/GC. Review the construction cost estimates with NCPRD staff to inform NCPRD's decision regarding inclusion of bid alternates.

1.09 Prepare Design Modifications Based on Budget

Compare the Consulting Team's cost estimating consultant estimate and the CM/GC's estimated Cost of the Work based upon the fifty percent (50%) Design Development Documents with the NCPRD's Project Budget. The Consulting Team's services shall include revisions to the fifty percent (50%) Documents for the purpose of aligning the Cost of the Work with the NCPRD's Project Budget. Once aligned, the Consulting Team shall request NCPRD's approval.

1.10 100% Design Development Package

- Existing Conditions Plan (Survey)
- Civil Stormwater & Utility Plans, Utility Preliminary Details
- Demolition Plan
- Tree Inventory, Mitigation, and Preservation and Removal Plan
- Grading Plan
- Materials Plan
- Preliminary Layout Plan (primary dimensions only)
- Planting Concept Plan and Plant List
- Irrigation Zone Plan
- Preliminary Custom Details
- Plans and details to support Artist Work
- Water Feature Plans and Details
- Site Structural
- Site Electrical
- Preliminary Restroom/Shade Structure Plans and Details
 - Plumbing
 - Electrical/Low Voltage
 - Structural
 - Fixtures and finishes

1.11 Prepare 100% Design Development Specifications

Prepare outline level specifications to provide basis for cost estimating and coordination between consultants.

1.12 Land Use Submittal

The Consulting Team shall lead the preparation of application materials and coordination and communication with the jurisdictional authorities regarding all matters associated with the land use approval process.

1.13 Prepare Draft Storm Water Management Report

Prepare draft of soil infiltration testing, reports, forms, calculations and drawings necessary to meet the City of Milwaukie storm water management requirements.

1.14 Administrative/General Coordination/Meeting Minutes

Coordinate communication with Owner's Representative on behalf of Consulting Team to refine project preconstruction schedule, monitor the design team deliverables and schedule, provide written summaries of all meetings attended exclusive of OAC meetings, and monitor Consulting Team invoices and budgets

Task One: Deliverables

- Additional study of restroom building and shade structure to incorporate size as confirmed by NCPRD and determine final location per further investigation of site conditions; review of design and finishes with NCPRD staff to determine suitability for long-term maintenance and Land Use approval.
- Value engineered version of schematic design (if directed by NCPRD)
- Report on Geotechnical Investigation
- Geese Management Report
- Draft Storm Water Report
- 50% and 100% Design Development Packages
- Technical Specifications
- Package of proposed products for unique site amenities including playground equipment, site furnishings, and materials, including web links for each
- Detailed design development cost estimates by cost estimator (at 50% Design Development)
- Prepare SD and DD comments log and track responses
- Comments/corrections to OAC meeting summaries as appropriate
- Written meeting summaries for all meetings attended, except OAC meetings

Task One: Meetings

- One Kick-off Work Session (half day) with NCPRD, CM/GC, and key members of Consulting Team to review updated design assumptions, CM/GC Schematic Design cost estimate, and project schedule considerations to establish direction for design development work. Summarize design-related comments on the Schematic Design Plan and distribute to NCPRD and CM/GC.
- OAC meetings to occur every other week throughout preconstruction
- Internal Design Team meetings – 2.ink and sub-consultants
- Up to two (2) Artist meetings – NCPRD and 2.ink Studio
- Two (2) NCPRD Staff Review meetings
- Meetings as required with jurisdictions having authority over land use approval (anticipate

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- this to be City of Milwaukie Pre-application Conference and land use hearing at City Planning Commission). Meetings associated with a land use appeal would be considered additional services.
- Up to five (5) meetings with various City of Milwaukie staff and boards (planning, design City Council) and the NCPRD Board (and/or District Advisory Committee)
 - One meeting with ODOT to review right of way, permitting and other priorities
 - One meeting with architect to discuss design alternatives in detail

Task Two: Construction Documents

Upon authorization by the Owner's Representative, the Consulting Team will proceed with preparation of construction documents.

Task Two: Goals and Sub-Tasks

- Obtain input from NCPRD staff
- Refine project work to provide documentation leading toward a plan set that is consistent with applicable permit requirements and sufficiently detailed to support CM/GC preparation of a Guaranteed Maximum Price.
- Ensure all drawings and specifications contained in Construction Documents are complete and consistent to minimize added cost risk to NCPRD

2.01 Design Modifications Based on Budget

Compare the CM/GC's estimated Cost of the Work based upon the one hundred percent (100%) Design Development Documents with NCPRD's Project Budget. The Consulting Team's services shall include revisions to the one hundred percent (100%) Design Development Documents for the purpose of aligning the Cost of the Work with NCPRD's Project Budget.

Include up to three bid alternates and technical specifications in compliance with NCPRD standards.

Compare the CM/GC's estimated Cost of the Work based upon the fifty percent (50%) Construction Documents with NCPRD's Project Budget. The Consulting Team's services shall include revisions to the fifty percent (50%) Construction Documents for the purpose of aligning the Cost of the Work with NCPRD's Project Budget.

Provide all construction documents necessary to construct the project including construction drawings and technical specifications that are coordinated with Clackamas County General Conditions of the Contract and Division One specifications. NCPRD will provide to the Consulting Team NCPRD's standard requirements and materials. Technical specifications are required in CSI Masterformat. The final version of drawings is required to be produced in a CAD format in .dwg format. The information will be required to be separated into levels (layers) and identified by level (layer) name.

Perform all work necessary to meet the City of Milwaukie Stormwater Management requirements, with assumption that they will be based on new Water Environment Services standards, including soil infiltration testing, reports, forms, calculations, and drawings. Perform all work necessary to meet other codes and requirements and provide a final report of findings.

Seek regular input from CM/GC throughout Construction Documents task to align design with Project Budget, and as directed by NCPRD, adjust the design and/or materials to align the project's cost with the Project Budget, allowing for some alternates to be carried forward through construction documents and CM/GC bidding.

2.02 Prepare 50% Construction Documents (including, but not limited to)

- Existing Conditions Plan (Survey)
- Erosion Control Plan
- Civil Drainage, Storm & Utility Plans, Utility Details
- Demolition Plan
- Tree Mitigation/Tree Preservation and Removal Plan
- Grading Plan
- Materials Plan
- Layout Plan
- Irrigation Plan
- Planting Plan
- Details
- Plans and details to support artist work
- Water Feature Plans and Details
- Site Structural
- Site Electrical
- Restroom/Shade Structure Plans and Details
 - Plumbing
 - Electrical/Low Voltage
 - Structural
 - Fixtures and finishes

2.03 Prepare 50% Construction Document Specifications

Prepare specifications to provide basis for cost estimating, construction standards, and coordination between consultants. Work will include Cover Pages, Contact Pages, Table of Contents, and Technical Specification Sections. Assist NCPRD in coordinating and supplementing General Conditions and Supplemental Reports.

2.04 Prepare Design Modifications Based on Comments

Compare the CM/GC's estimated Cost of the Work based upon the fifty percent (50%) Construction Documents with NCPRD's Project Budget. The Consulting Team's services shall include revisions to the fifty percent (50%) Documents for the purpose of aligning the Cost of the Work with NCPRD's Project Budget.

2.05 Prepare 95% Construction Documents/GMP and Permit Sets (including, but not limited to)

- Existing Conditions Plan (Survey)
- Erosion Control Plan
- Civil Drainage, Storm & Utility Plans, Utility Details
- Demolition Plan
- Tree Mitigation/Tree Preservation and Removal Plan
- Grading Plan
- Materials Plan
- Layout Plan
- Irrigation Plan
- Planting Plan
- Details
- Plans and details to support artist work
- Water Feature Plans and Details
- Site Structural
- Site Electrical
- Restroom/Shade Structure Plans and Details
 - Plumbing
 - Electrical/Low Voltage
 - Structural
 - Fixtures and finishes

2.06 Prepare 95% Construction Documents (Permit Set and GMP Package)

Prepare drawings and specifications to provide basis for pricing, construction standards, and coordination between consultants. Work will include Cover Pages, Contact Pages, Table of Contents, and Technical Specification Sections. Assist NCPRD in coordinating and supplementing General Conditions and Supplemental Reports.

Provide all information including, but not limited to, drawings, specifications, and reports necessary to obtain required site development/building permits.

Prior to permit submittal, if the Owner's Representative determines, at their sole discretion, that the Permit drawings require too many revisions or there are too many outstanding unresolved issues, the issues will be resolved to the satisfaction of the Owner's Representative by the Owner's Representative in coordination with the Consulting Team and the plan reviewers/stakeholders, and the Consulting Team shall make the revisions prior to producing permit sets for submittal.

If the Owner's Representative determines the NCPRD Permit review comments and any unresolved issues are minor enough that the Permit drawings and specifications are sufficient for permit submittal, any remaining NCPRD Permit review comment revisions may be made during the permitting period, prior to producing the 100% CD set.

2.07 Administrative/General Coordination/Meeting Minutes

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Coordinate communication with Owner's Representative on behalf of Consulting Team to refine project preconstruction schedule, monitor the design team deliverables and schedule, provide written summaries of all meetings attended exclusive of OAC meetings, and monitor Consulting Team invoices and budgets

Task Two: Deliverables

- Written responses to NCPRD comment log from CD comments
- Stormwater Operations & Maintenance Form, Plan and Specifications, if required for permits
- DEQ 1200c documents, as required
- Certified Arborist Report, if required
- Written summaries of Consulting Team and regulatory agency meetings
- Comments/corrections to OAC meeting summaries as appropriate

50% CD Package

- 50% Construction Documents package
- Technical Specifications
- Revised package of proposed products, equipment, site furnishings, materials, and color chips/samples, including web links for each

95% CD Package (Permit Set and GMP Package)

- Value engineered version of 50% CD cost estimate (if directed by NCPRD)
- 95% Construction Documents package (Permit Set and GMP Package) with up to three bid alternates.
- Technical Specifications
- Revised package of proposed products, equipment, site furnishings, materials, and color chips/samples, including web links for each

Task Two: Meetings

- Up to eleven (11) OAC meetings to occur every other week throughout preconstruction
- Internal Design Team meetings – 2.ink and sub-consultants
- Up to two (2) Artist meetings – NCPRD and 2.ink Studio
- One (1) NCPRD Staff Review meeting
- Up to three (3) meetings with City of Milwaukie, City engineering staff, District Advisory Board (or others in place of these)

Task Three: Bidding

The Consulting Team will assist the CM/GC with any bidding questions.

Task Three: Goals and Sub-Tasks

- Provide additional information to the CM/GC to finalize bid and establish final GMP.

3.01 Issue Addenda

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Prepare any addenda based on requested changes during final bidding.

3.02 GMP Set Services/Questions/Substitutions

Prepare all addenda including review of material substitution requests and document clarifications. The Consulting Team will update drawings electronically with all addenda information, and provide the Construction Set of drawings and specifications with all addenda items incorporated.

Assist CM/GC during bidding period providing clarifications, addenda review, substitution requests, pre-bid conference attendance, and answering general questions.

3.03 100% CD (For Construction Set)

Prepare the 100% Construction Set containing all the drawing and specification revisions to date, as well as all permit revisions and bidding revisions. This document will serve as the set used in the field during construction.

3.04 Administrative/General Coordination/Meeting Minutes

Coordinate communication with Owner's Representative on behalf of Consulting Team to refine project preconstruction schedule, monitor the design team deliverables and schedule, provide written summaries of all meetings attended exclusive of OAC meetings, and monitor Consulting Team invoices and budgets

Task Three: Deliverables

- Bid Addenda as needed
- Substitution Requests review and response as needed.
- Construction Set, incorporating all bid addenda revisions, selected alternates and value engineering revisions, and any remaining permit revisions. Includes digital set plus up to five printed sets for use by project team.
- Written meeting summary for all meetings attended, except OAC meetings

Task Three: Meetings

- Up to two (2) OAC meetings
- Up to one (1) Internal Design Team meeting – 2.ink and sub-consultants

Task Four: Permitting

Upon authorization by the Owner's Representative, the Consulting Team will proceed with permit applications based on the permit set prepared in Task 2. The Consulting Team will manage the permit process with the City and coordinate signatures and payments with the Owner's Representative. The Consulting Team will be the applicant and prime point of contact, meaning all communications, check sheets, responses, negotiations, and appeals will flow through them.

Task Four: Goals and Sub-Tasks

- Participate in meetings, and make necessary revisions to obtain permits

4.01 Permit Applications and Forms

The Consulting Team shall take the lead role in preparing application materials and coordinating and communicating with the jurisdictional authorities regarding all matters associated with the permitting and approval process. The Consulting Team will be the applicant and prime point of contact, meaning all communications, check sheets, responses, negotiations, and appeals will flow through them.

4.02 Prepare Final Storm Water Management Report

Prepare final report of soil infiltration testing, reports, forms, calculations and drawings necessary to meet the City of Milwaukie Storm water Management requirements.

4.03 Prepare DEQ 1200c Documents

Prepare DEQ 1200-CN permit application and Standard Erosion Control Template Drawings to City of Milwaukie. Drawings include BMP matrix, notes and details.

4.04 Revisions/Appeal to Permit Set

Provide all additional information, resubmittals, corrections and additions necessary to obtain required site development/building permits, including trips to City of Milwaukie to mark up or attach revisions to the permit review sets as necessary. The Owner's Representative will give direction on revisions.

4.05 Street Improvement Submittal (ODOT)

Provide Street Improvement Documents per ODOT standards for limited work within the right of way, including changes to street utilities, street planting zone trees and shrubs, modifications to existing striping, and modifications to existing curb cuts. Work includes required 30%, 60%, 90% and final submittals. Anticipated signal changes include removal and replacement of a single signal pole at the Monroe Street Plaza.

4.06 Administrative/General Coordination/Meeting Minutes

Coordinate communication with Owner's Representative on behalf of Consulting Team to refine project preconstruction schedule, monitor the design team deliverables and schedule, provide written summaries of all meetings attended exclusive of OAC meetings, and monitor Consulting Team invoices and budgets.

Task Four: Deliverables

- Permit application preparation and submittal
- Revisions to permit sets as necessary to obtain building permit
- Appeal applications as necessary to obtain permits (completed by Owner's Representative)
- Written meeting summary for all meetings attended, except OAC meetings

Task Four: Meetings

- OAC Meetings occurring every other week
- Internal Design Team meeting – 2.ink and sub-consultants

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- Meeting to resolve building permit check sheet comments, if necessary

Task Five: Construction Administration Services

Upon authorization by the Owner's Representative, the Consulting Team will proceed with construction administration.

Task Five: Goals and Sub-Tasks

- Provide construction administration services to ensure successful interpretation of the construction documents
- Review operations and maintenance manuals
- Assist NCPRD in close-out procedures
- Attend preconstruction meeting, generally weekly project meetings and site visits during construction, site observation visits as necessary, site observation reports, fabrication plant, nursery and quarry visits as required in the project specifications, additional site visits as necessary for problem solving, samples and mockups
- Communication with the CM/GC through Owner's Representative
- Track all drawing and specification changes throughout the construction process in the electronic files for ease of compiling Record Drawings during Close-Out
- General Conditions: NCPRD and Consulting Team will jointly provide administration of the Contract between NCPRD and the CM/GC as set forth in Clackamas County General Conditions. The Consulting Team shall not advise nor have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- Certificate for Payment: The Consulting Team shall review and certify the amounts due the CM/GC and shall issue certificates in such amounts. The Consulting Team's certification for payment shall constitute a representation to NCPRD, based on the Consulting Team's evaluation of the Work and on the data comprising the CM/GC's Application for Payment, that, to the best of the Consulting Team's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

5.01 Submittals and Shop Drawings Review

Consulting Team shall review Submittal List and Schedule provided by and maintained by the CM/GC to ensure completeness and coordinate review. The Consulting Team shall review and approve or take other appropriate action upon the CM/GC's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the CM/GC's responsibility. The Consulting Team's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consulting Team, of any construction means, methods, techniques, sequences or procedures. Incomplete submittals will be rejected.

If the Contract Documents specifically require the CM/GC to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Consulting Team shall specify the appropriate performance and design criteria that such services must satisfy. The Consulting Team shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the CM/GC that bear such professional's seal and signature when submitted to the Consulting Team. The Consulting Team shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

5.02 Respond to Requests for Information

The Consulting Team shall review and respond to requests for information about the Contract Documents. The Consulting Team's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Consulting Team shall prepare and issue supplemental Drawings and Specifications in response to requests for information. Prior to finalizing response, Consulting Team shall review with CM/CG to confirm there is no impact to project schedule or budget.

5.03 Issue Architectural Supplemental Instructions (ASI)

Provide supplemental information to the CM/GC as required to clarify design intent, provide greater detail, or provide information that was otherwise unavailable.

5.04 Substitution Request Review and Response

Provide responses to CM/GC's requests for substitutions during construction.

5.05 Review OAC Meeting Minutes

Review weekly meeting minutes prepared by Owner's Representative and provide corrections as appropriate.

5.06 Evaluation of the Work (Field Reports)

The Consulting Team shall visit the site at intervals appropriate to the stage of construction to become generally familiar with and to keep NCPRD informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the NCPRD against defects and deficiencies in the Work, and (3) to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Consulting Team shall report to the NCPRD (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the CM/GC, and (2) defects and deficiencies observed in the Work. The Consulting Team shall provide field reports and documentation for each site visit.

5.07 Project Close Out Document Review

Review Operations and Maintenance Manuals prepared by CM/GC for completeness, providing all comments to NCPRD Project Manager.

5.08 Punch List, Substantial and Final Completion

The Consulting Team's inspection shall be conducted with NCPRD and Owner's Representative to confirm conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CM/GC of Work to be completed or corrected. The Consulting Team will prepare punch list and conduct up to two site visits to ensure items have been closed out.

The Consulting Team shall promptly: conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive and review completeness of written warranties, and related documents required by the Contract Documents from the CM/GC and forward to the Owner's Representative, for review and NCPRD records; and recommend issuance of a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

5.09 Record Drawings and Specifications (As-Builts)

Review CM/GC provided marked up as-builts and provide comments on their accuracy and completeness. Produce electronic record drawings that include all changes made to the project since the Conformance Set, including owner/design team revisions and the information from CM/GC's as-built mark ups.

5.10 One Year Warranty Visit

Upon request of NCPRD and/or the Owner's Representative, and prior to the expiration of one year from the date of Substantial Completion, the Consulting Team shall, without additional compensation, conduct a meeting with NCPRD and CM/GC to review the facility operations and performance.

Task Five: Deliverables

- Review and certification of Pay Applications
- Review and approval of submittals and shop drawings, including a prompt initial completeness review
- Requests for Information (RFI) responses
- Architect's Supplemental Instructions (ASIs) as necessary
- Substitution Request review and responses
- Substantial Completion punchlist, including items keyed to a key map and photos as appropriate to illustrate deficiencies
- Final Completion punchlist, including items keyed to a key map and photos as appropriate to illustrate deficiencies
- Final Electronic Record Drawings & Specifications (As-Builts)
- Written comments from review of Operations and Maintenance Manuals
- One Year Warranty Visit Report

Task Five: Meetings

- One (1) Pre-Construction Meeting

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- Weekly OAC Construction Meetings and Site Observations with NCPRD, Owner's Representative, CM/GC and Consulting Team members as appropriate. Site Observations will occur after or before each weekly meeting and include observation reports as necessary to document progress, deficiencies, and on-site discussions. Meeting notes provided by Owner's Representative.
- Four (4) Nursery/Fabricator/Quarry Visits
- Two (2) Substantial Completion walk-through and punch list
- Two (2) Final Completion walk-through
- One (1) One Year Warranty Visit

Task Six: Supplemental Outreach Materials

Upon authorization by the Owner's Representative, the Consulting Team will proceed with providing supplemental outreach materials on an hourly/not-to-exceed basis. The purpose of these materials is to support continued public outreach for the project centered around specific project areas as appropriate, such as the water feature, playground, or other site features.

Task Six: Goals and Sub-Tasks

- Provide colored and annotated plan graphics.
- Provide updates to 3D modelling and rendered views.
- Provide updates to previous renderings, plans, or diagrams.
- Provide narratives or precedent imagery of any design elements.

Task Seven: Early Earthwork Package

Upon authorization by the Owner's Representative, the Consulting Team will proceed with preparation of an early earthwork package at around the time of the 50% Construction Document Set to procure a grading permit to allow site grading operations to begin prior wet weather conditions on the site.

Task Seven: Goals and Sub-Tasks

- Obtain input from NCPRD staff
- Refine project work to provide documentation leading toward a plan set that is permissible and suitable for setting Guaranteed Maximum Price and proceeding with construction with CM/GC.

7.01 Prepare 100% Construction Documents for Rough Earthwork

Set will include, but not limited to:

- Existing Conditions Plan (Survey)
- Erosion Control Plan
- Civil Drainage, Storm & Utility Plans, Utility Details (confirm)
- Demolition Plan
- Tree Mitigation/Tree Preservation and Removal Plan
- Grading Plan
- General Site Plan (for reference only)

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7.02 Revisions/Appeal to Permit Set

Provide all additional information, resubmittals, corrections and additions necessary to obtain required grading permits, including trips to City of Milwaukie to mark up or attach revisions to the permit review sets as necessary.

7.03 Administrative/General Coordination

Including communication within Consulting Team and with Owner's Representative, refining project schedule, monitoring the design team deliverables and schedule, invoices and budgets, and facilitating communication between NCPRD and Consulting Team.

Task Seven: Deliverables

- Permit Documents package
- Revisions to Permit Documents as required by City.

Task Seven: Meetings

- Up to one (1) meeting with City of Milwaukie or City engineering staff

Task Eight: Interpretive Elements

Upon authorization by the Owner's Representative, the Consulting Team will proceed with preparation of interpretive elements for the project.

Task Eight: Goals and Sub-Tasks

- Conduct Historical Research for use in interpretive elements and/or public art.
- Develop graphic interpretive elements (up to 5)

8.01 Historical Research and Interpretive Concepts

Conduct further research into the City of Milwaukie's downtown, park, and area history. With guidance from NCPRD and Consulting Team, expand on the Historical Overview and Historical Themes prepared in Schematic Design Phase. Prepare a final report to discuss with project team. Write narratives for up to five (5) topic areas that may be developed into specific interpretive features integrated into the park's infrastructure. Research will include text, images, and timelines. Interpretive elements may be text and/or image based and will be integrated into park elements designed by the Consulting Team, stand-alone interpretive plaques, or artwork to be developed for installation at the park. Integrate information into appropriate previous Tasks as needed: Design Development Documents in conjunction with Task 1; Construction Documents in conjunction with Task 2; Bidding tasks in conjunction with Task 3; and Construction Administration in conjunction with Task 5.

Task Eight: Deliverables

- Historical Research Final Report and Interpretive Narratives
- Written text for five (5) themes
- 50% and 100% Design Development Documents

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- 50% and 100% Construction Documents

Task Eight: Meetings

- Meetings in coordination with OAC meetings or others as integrated with Tasks 1-5.

Figure One - Project Site



EXHIBIT F

MILWAUKIE BAY PARK Proposed Cost of Design 11/9/2021 Task / Phase	2.ink Studio			Zucker Engineering	ESA		Material Architecture		Nemariam Engineers			Grummel Engineering		R&W Engineering				Hart Crowser					STO Design Group, Inc.			Consulting Historian	Rider Levett Bucknall		Ambrosini Design	Pacific Resources	Estimate / by Task
	JB	CO	TECH	ASZ	JV	LJ/TR	TF	staff	Sr. Mngr.	Proj Mngr.	QC Eng.	RJG	JW	SrEngr II	SrEngr I	SrTech II	CAD	Principal	Project	Sr. Staff	Drafter	PA	DS	MK	PF	consultant	SR CM	CM	STAFF	STAFF	
	\$139	\$113	\$82	\$140	\$160	\$120	\$175	\$100	\$201	\$146	\$178	\$200	\$180	\$160	\$130	\$125	\$75	\$265	\$160	\$140	\$125	\$100	\$250	\$210	\$160	\$100	\$210	\$200	\$125	\$190	
Task One: Design Development/Land Use Submittal																															
OAC Meetings (10)	14	16		8										3	3								2						3	49	
Design Team Coordination Meetings (8)	12	12		16	4		2	2	2			2	8	3	3															66	
Artist Meetings (2)	2	2																												4	
NCPRD Staff Review (2)	4	4		3																										11	
Misc. Advisory Meetings (5)	10	10																												20	
Pre-application for Land Use and Land Use Hearing at Planning Commission (2)	4	4		6	4																									18	
Early Assistance City Engineering (1)	2	2		3																										7	
ODOT Meeting (1)	2	2		2																										6	
Architect Meeting	2	2					2	2																						8	
1.01 Kickoff Meeting	4	4		2	2		2	2				1		3									1							21	
1.02 Update Design Concepts for Restroom/Storage Bldg	2	8	2				8	32				1	2	2	2															59	
1.03 Conduct Geotechnical Investigation & Prepare Final Report																		4		20	4	3								31	
1.04 Geese Management Analysis & Report	2	8	8	4																										22	
1.05 Design Modifications to Plan	16	20	32						4			2		3	4	4	4													85	
1.06 Prepare 50% Design Development Drawings	4	60	140	24			8	32				1	12	4	4	4	4						2	6	16					317	
1.07 Prepare 50% Design Development Specifications	16	2		6			5	8				4		2	2									2						47	
1.08 Prepare 50% Design Development Cost Estimate	2	2		4										4	4								1							64	
1.09 Design Modifications Based on Budget	4	12	20	6			5	22						4	4	4	4									22	25			81	
1.10 Prepare 100% Design Development Drawings	4	60	140	30			8	24				6		2	2	4							2	8	21.5					311.5	
1.11 Prepare 100% Design Development Specifications	16	2		6								2		2	2								1	3						34	
1.12 Prepare Land Use Submittal and Narrative	2	2		14	78	48								2	2															144	
1.13 Prepare Draft Storm Water Report				20																										20	
1.14 Administrative/General Coordination/Meeting Minutes	16	22							1																					39	
Task One - Subtotal Staff Hours	140	256	342	154	88	48	40	124	3	4	0	5	36	0	32	30	16	4	0	20	4	3	5	23	37.5	0	22	25	0	3	1464.5
Task One - Subtotal Staff Labor Cost	\$19,460	\$28,928	\$28,044	\$21,560	\$14,080	\$5,760	\$7,000	\$12,400	\$603	\$584	\$0	\$1,000	\$6,480	\$0	\$4,160	\$3,750	\$1,200	\$1,060	\$0	\$2,800	\$500	\$300	\$1,250	\$4,830	\$6,000	\$0	\$4,620	\$5,000	\$0	\$570	\$181,939
TASK ONE - TOTAL LABOR FEE		\$76,432		\$21,560	\$19,840		\$19,400		\$1,187			\$7,480		\$9,110				\$4,660					\$12,080			\$0				\$0	\$181,939
Task Two: Construction Documents/ GMP Set																															
Key Meetings	OAC Meetings (11)	22	22	4																										48	
	Design Team Coordination Meetings (8)	12	12	10			2	2	2					3	3			4					8							3	61
	Artist Meetings (2)	2	2																												4
	CM/GC Meetings (6)	9	9	4										3	3																28
	NCPRD Staff Review (1)	2	2	2																											6
	Misc. Advisory Meetings (2)	4	4																												8
	City Engineering Meeting (1)	2	2	3																											7
	2.01 Design Modifications Based on Budget (if required)	8	20	40				4	12						8	8	4														104
2.02 Prepare 50% Construction Document Drawings	40	80	240	30			4	32			1	6		20	16	8						2.5	14	24.25						517.75	
2.03 Prepare 50% Construction Document Specifications	16	2		6									1	4	4								1	2						36	
2.04 Design Modifications Based on Comments (if required)	4	12	20	10										4	4	4														58	
2.05 Prepare 95% Construction Document Drawings (GMP/Permit Set)	41	98	274	70			12	48			1	14		2	16	16	12	1	4			2	11	26					648		
2.06 Prepare 95% Construction Document Specifications (GMP/Permit Set)	16	2		8			4	8					1	2	2			1	4			1	2							52	
2.07 Administrative/General Coordination/Meeting Minutes	16	19							2																					37	
Task 2 - Subtotal Staff Hours	194	286	574	147	0	0	26	102	4	0	0	2	22	2	60	56	28	6	8	0	0	1	6.5	37	50.25	0	0	0	0	3	1614.75
Task 2 - Subtotal Staff Labor Cost	\$26,966	\$32,318	\$47,068	\$20,580	\$0	\$0	\$4,550	\$10,200	\$804	\$0	\$0	\$400	\$3,960	\$320	\$7,800	\$7,000	\$2,100	\$1,590	\$1,280	\$0	\$0	\$100	\$1,625	\$7,770	\$8,040	\$0	\$0	\$0	\$0	\$570	\$185,041
TASK TWO - TOTAL LABOR FEE		\$106,352		\$20,580	\$0		\$14,750		\$804			\$4,360		\$17,220				\$2,970					\$17,435			\$0				\$0	\$185,041
Task Three: Bidding																															
Key Meeting	OAC Meetings (2)	4	4	3										3	3																17
	Design Team Coordination Meetings (1)	1.5	1.5	2			2	2						2	2								1								14
	3.01 Issue Addenda	1	12	12	4									4	4	2															39
	3.02 GMP Set Services/Questions/Substitutions	1	16		4			2	4					4	4	4								2	4						41
3.03 Issue For Construction Set	1	8	20	12				4					2	2	4	4	2					1	1	2						63	
3.04 Administrative/General Coordination/Meeting Minutes	4	14																												18	
Task 3 - Subtotal Staff Hours	12.5	55.5	32	25	0	0	4	10	0	0	0	0	2	2	17	17	4	0	0	0	0	0	1	4	6	0	0	0	0	192	
Task 3 - Subtotal Staff Labor Cost	\$1,738	\$6,272	\$2,624	\$3,500	\$0	\$0	\$700	\$1,000	\$0	\$0	\$0	\$0	\$360	\$320	\$2,210	\$2,125	\$300	\$0	\$0	\$0	\$0	\$0	\$250	\$840	\$960	\$0	\$0	\$0	\$0	\$0	\$23,198
TASK THREE - TOTAL LABOR FEE		\$10,633		\$3,500	\$0		\$1,700		\$0			\$360		\$4,955				\$0					\$2,050			\$0				\$0	\$23,198

