To request translation or disability-related accommodations, please contact us at **bcc@clackamas.us** | **503-655-8581**.

Si quiere solicitar servicios de traducción o adaptaciones para la discapacidad, contáctenos en/al **bcc@clackamas.us** | **503-655-8581**.

Чтобы запросить перевод или приспособления, связанные с инвалидностью, пожалуйста, свяжитесь с нами по: **bcc@clackamas.us** | **503-655-8581**.

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **bcc@clackamas.us** | **503-655-8581**.

如需翻译服务或残障相关的协助，请与我们联系：**bcc@clackamas.us** | **503-655-8581**。

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **bcc@clackamas.us** | **503-655-8581.**

Clackamas County

www.clackamas.us

NORTH CLACKAMAS
PARKS & RECREATION DISTRICT
Administration

Kia Selley, *RLA,* Director
North Clackamas Parks and Recreation District
3811 SE Concord Road
Milwaukie, OR 97267

December 10, 2026 BCC Agenda Item: _____

Board of County Commissioners
Acting as North Clackamas Parks and Recreation District Board of Directors
Clackamas County

Approval of Professional Services Contract #1966 with Mayer/Reed for the planning and design of park improvements at the Justice Property. Contract value is $590,461. Funding through Metro Community Choice Grant and NCPRD System Development Charges (SDC) Zone 3. No County General funds are involved. No NCPRD General Funds are involved.

Previous Board Action/Review: None

Performance Clackamas:
1. Safe, Secure and Livable Communities
2. Healthy People
3. Public Trust in Government

Counsel Review: AK, 10/28/2026 **Procurement Review:** TC, 10/29/2026
Contact Person: Alex Gilbertson **Contact Phone:** 971-430-0388

EXECUTIVE SUMMARY: Staff requests authorization of a $590,461 contract for planning and design services at the Justice Property, located at 13871 SE 122nd Avenue in unincorporated Clackamas County. The consultant will develop design concepts informed by multiple rounds of community engagement and prepare the construction documents and permits needed to begin park construction. NCPRD will proceed with construction only if existing parks maintenance staff have sufficient capacity to operate and maintain the park.

NCPRD has owned the Justice Property since 1993. The site has remained undeveloped, despite a 33-year commitment to the unincorporated community to develop a park at this site. The NCPRD 2025 System Plan identifies this area as park deficient and lists development of the Justice Property as a short-term priority within the 5-year capital project list.

NCPRD issued a public Request for Proposals (RFP #2026-46; Planning and Design Services for Neighborhood Park Improvements) to contract with a consultant team specializing in landscape architecture, engineering, and community engagement. Thirteen proposals were received. Following a thorough evaluation process, Mayer/Reed was selected as the highest-ranked proposer.

The Metro Community Choice Grant awarded in July 2025 will fund $173,825 of the planning and design work. Additional funds will be assigned from the NCPRD's Metro Local Share allocation and System Development Charges (SDCs) Zone 3. To fund construction, NCPRD expects to apply for a Metro Nature in Neighborhoods Capital Grant and an Oregon Parks and Recreation Local Government Grant, with additional funds from SDC Zone 3. No NCPRD General Funds will be used for this project.

For Filing Use Only

RECOMMENDATION: Staff recommend that the NCPRD Board approve Professional Design Services Contract #1966 with Mayer/Reed for planning and design services for development of a neighborhood park at the Justice Property. Total contract value is $590,461.

Respectfully submitted,

Kia Selley, *RLA*, Director
North Clackamas Parks and Recreation District

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
PERSONAL SERVICES CONTRACT
Contract #0000001966

This Personal Services Contract (this "Contract") is entered into between Mayer/Reed, 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, 2029.

2. **Scope of Work.** Contractor shall provide design services necessary for the planning and design of neighborhood park improvements at 13871 SE 122nd Ave, Clackamas 97015 ("Work"), further described RFP 2026-46 the negotiated scope of which is attached as **Exhibit A.**

3. **Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed Four Hundred Eighty-Four Thousand Seven Hundred Ninety-Eight Dollars ($484,798) for accomplishing the Work detailed in Phase 1, Phase 2 and Phase 3, further identified in Exhibit B.

   After the execution of this contract, the District will issue notice to proceed for Phase 1 (Tasks 1-5) for initial planning and design work totaling $221,083. Authorization for Phases 2 and 3 will occur at a later date, as outlined in Exhibit A.

   The District has reserved an additional amount of One Hundred Seven Thousand One Hundred Sixty-Three dollars ($107,163) for the work detailed as contingency items in Exhibit B; however, this work will only be executed at the sole discretion of the District, upon authorization to the Contractor in writing. There is no guarantee to Contractor that this contingency amount will be authorized.

   The total Contract value shall not exceed **Five Hundred Ninety Thousand Four Hundred Sixty-One Dollars ($590,461).**

   Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

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: finance@ncprd.org

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, Exhibit A and Exhibit B.

7. **Contractor and District Contacts.**

Contractor	District
Contractor Administrator: Shannon Simms Phone: 971-255-4446 Email: ssimms@mayerreed.com	Administrator: Alexandra Gilberston Phone: 971-430-0388 Email: Agilbertson@ncprd.org

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 damage to property, injury to persons, and loss, expense, inconvenience, and delay to the extent 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, and employees from and against all third-party 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. Provided, however, that pursuant to ORS 30.140(4), Contractor's duty to defend obligations arising from or related to Contractor's professional negligence, or related to professional services provided by Contractor, are limited to reimbursement of reasonable defense costs (including reasonable attorney fees) of District and Clackamas County in an amount not to exceed the proportionate fault of Contractor, as determined by adjudication, alternative dispute resolution, or otherwise resolved by settlement agreement.

   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 District 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.
☒ 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.

☒ 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.
☒ 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 Contact 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 I, Section 7. 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") shall become property of District upon payment to Contractor as set forth in this Contract. District and Contractor intend that such Work Product be deemed "work made for hire." If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District a limited 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 granting the District the right to use work product for construction, maintenance and/or improvement of only the project for which Contractor produced the Work Product. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor 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. If the Contractor is an architect, the Work Product is the property of the Contractor-Architect, and by execution of this Contract, the Contractor-Architect grants the District an exclusive and irrevocable license to use that Work Product. District's alteration of Contractor's Work Product or its use by District for any other purpose shall be at District's sole risk.

The Contractor shall have the right to include photographic or artistic representations of the design of the Contractor's portion of the Project among the Contractor's promotional and professional materials.

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 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and County 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 County.

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, 28 and 32, 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.

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. **Termination.** 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. **Reserved**.

29. **Reserved**.

30. **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.

31. **Reserved**.

32. **Reserved**.

33. **Reserved**.

34. **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.

Mayer/Reed, Inc.	North Clackamas Parks and Recreation District
_____	_____
Authorized Signature Date	Signature Date
Shannon Simms, Secretary	_____
_____	Name
Name / Title (Printed)	Chair
	_____
986032-94	Title
Oregon Business Registry #	

DBC/OR
Entity Type / State of Formation

Approved for Legal Sufficiency:

_____
County Counsel Date

EXHIBIT A
SCOPE OF WORK

Mayer/Reed

M E M O R A N D U M

To	Project Team				
Project	Park at Justice Property			**M/R Code**	PJP
Date	10/2/2026	**Sent via**	Email	**# Pages**	1
Subject	Scope of Work Outline				
By	Shannon Simms, Laura Hartzell			**Copies to**	file ,NCPRD

Purpose

Develop total project fee for Phases 1-3. Client is seeking board approval for project fee through all design phases, although plans to only authorize phase 1 in initial task order. Fee proposals for Phase 4 construction will be provided at a later date.
Clarify scope of work, assumptions and exclusions for accurate fee proposal development.

General Information

NCPRD Project Manager	Alex Gilbertson, (971) 430-0388, Agilbertson@ncprd.org
Mayer/Reed Principal-in-Charge	Shannon Simms, (971) 255-4446, ssimms@mayerreed.com
Mayer/Reed Project Manager	Laura Hartzell, (503) 444-7540, lhartzell@mayerreed.com
Construction Budget	$3 million, design-bid-build
Contract Billing Type	Time & Materials Not-To-Exceed. Design team to incorporate estimated rate escalation into fee estimates.

Scope of Work Outline

Description	Discipline	Firm
Task 1: Project Management & Coordination		
Biweekly PM coordination meetings. Manage project schedule. Prepare meeting agendas and notes. Manage subconsultants & invoicing.	Landscape	Mayer/Reed
Kick-off Meeting (2 hrs), virtual. Project setup.	ALL	ALL

PHASE 1: Assume 6-month duration, Fall 2026 – Spring 2027

Description	Discipline	Firm
Task 2: Survey & Geotech		
Survey of existing site conditions including property lines, project area, topography, trees, utilities, internal paths, roads, fixed objects, and adjacent rights-of-way. *Deliverable: Draft & Final Site Survey AutoCAD files.*	Survey	HHPR
Perform geotechnical evaluation of the site. Provide geotechnical conclusions and recommendations. *Deliverable: Draft Geotechnical Report.*	Geotech	GRI
Task 3: Existing Conditions Analysis		
Site Visit & "Lessons Learned" tour (4 hrs). In-person. Includes Justice Property tour and "Lessons Learned" tour of other NCPRD park properties.	Landscape Civil Public Engagement Natural Resources	Mayer/Reed HHPR EnviroIssues HHPR
Review background materials, plans, policies and code requirements. HHPR conduct land use due diligence. HHPR conduct natural resource due diligence to evaluate the potential presence of wetlands and other waters of the State and/or U.S. Prepare wetland memo. If potential wetlands are identified, the client may choose to authorize the Wetland Delineation contingency task. Mayer/Reed create site analysis diagrams and site photography exhibits. *Deliverables: Existing Conditions Assessment Memo,* *Permitting Conditions Summary Memo*	Landscape Civil Natural Resources Land Use Public Engagement	Mayer/Reed HHPR HHPR HHPR EnviroIssues
Task 4: Community Engagement		
Develop Community Engagement Plan.	Public Engagement	EnviroIssues
Community Touchpoint #1: EnviroIssues organize and facilitate community stakeholder interviews (up to 3) and one interactive workshop event to gather community feedback on preferred park programs and amenities. Mayer/Reed produce engagement graphics and presentations with review by EnviroIssues. EnviroIssues will produce supplemental materials, such as factsheets or worksheets for the meeting, meeting plans, agendas, questions for interviews and events.	Public Engagement Landscape	EnviroIssues Mayer/Reed

Deliverables: Engagement materials, Engagement summary from Community Touchpoint #1		
Community Touchpoint #2: EnviroIssues organize and facilitate an event to gather feedback on design alternatives. Assume 1 in-person event (at park site or nearby location) and online engagement using a map-based survey Mayer/Reed produce engagement graphics and presentations with review by EnviroIssues. EnviroIssues will produce promotional content for the event/survey via website, email, social media, and flyer/yard sign, and supplemental materials like factsheets or handouts for event. *Deliverables: Engagement materials, Engagement summary from Community Touchpoint #2*	Public Engagement Landscape	EnviroIssues Mayer/Reed
Task 5: Schematic Design		
Develop up to 3 conceptual design alternatives testing different arrangements of park programs, amenities, and circulation. HHPR coordinate with County on improvements within right-of-way. KJF develop order-of-magnitude costing for each alternative. *Deliverables: Concept Design Alternative Plans, Narratives and ROM Cost Estimates.*	Landscape Civil Costing	Mayer/Reed HHPR KJF
Develop preferred schematic-level design plans, narrative, and cost estimate for preferred concept. *Deliverables: 100% SD Plans, Narratives and Cost Estimates.*	Landscape Civil Costing	Mayer/Reed HHPR KJF
Prepare for and attend District Advisory Committee meeting. Present final schematic design.	Landscape	Mayer/Reed

PROJECT PAUSE

Project pause after completion of Phase 1. NCPRD will authorize Phase 2 to proceed based on the status of operational funding to maintain the park upon completion. Consultant team should anticipate pause after completing and delivering SD materials.

PHASE 2: Assume 6-month duration, Fall 2027 – Spring 2028

Description	Discipline	Firm
Task 6: Community Engagement		
Community Touchpoint #3: EnviroIssues organize and facilitate an event similar to CI #1 to share the preferred concept and gather feedback on the look and feel of the park. Assume community roadshow and online engagement using a simple survey. Mayer/Reed produce engagement graphics and presentations. Assume EnviroIssues will produce promotional content for the event/survey via website, email, social media, and flyer/yard sign, and supplemental materials like factsheets or handouts for meetings. *Deliverables: Engagement materials, Summary of Feedback from Community Touchpoint #3*	Public Engagement Landscape	EnviroIssues Mayer/Reed
Task 7: Design Development		
Project re-start meeting (1 hr), virtual.	Landscape Civil Land Use Natural Resources Costing	Mayer/Reed HHPR HHPR HHPR KJF
Prepare materials palette and product exhibits.	Landscape	Mayer/Reed
Develop 50% DD plans and narrative in accordance with Land Use review requirements. *Deliverables: 50% DD Plans and Narrative.*	Landscape Civil	Mayer/Reed HHPR
Incorporate feedback from Land Use review process. Develop 100% DD plans and outline specifications. KJF develop cost estimate. *Deliverables: 100% DD Plans, Outline Specifications and Cost Estimates.*	Landscape Civil Costing	Mayer/Reed HHPR KJF

Task 8: Land Use Review & Approvals		
Prepare Land Use Approval Strategy Matrix & Memo	Land Use	HHPR
Prepare land use application materials, including narratives, plans, reports and exhibits. Coordinate comment responses and facilitate approval process. Prepare traffic impact study in accordance with Land Use requirements. *Deliverables: Land Use Application Package, Comment Responses*	Land Use Landscape Civil Traffic	HHPR Mayer/Reed HHPR B&N

PHASE 3: Assume 8-month duration, Spring 2028 – Fall 2029

Description	Discipline	Firm
Task 9: Permitting		
Develop permit strategy and schedule. *Deliverable: Permit Tracking Matrix & Memo.*	Land Use	HHPR
Prepare and submit permit applications. Coordinate comment responses and facilitate approval process. Anticipated permits required during this phase: • DEQ 1200-C Permit • Clackamas County Site Development Permit • Clackamas County Building Permit • Clackamas County Plumbing Permit • Clackamas County Right-of-Way (ROW) Permit • Water Environment Services (WES) Permitting Review (Storm & Sanitary) • Sunrise Water Authority (SWA) Permitting Review (Water) • Clackamas Fire District Review and Approval • Environmental Review and Permitting (as required) *Deliverables: Permit Application Packages, Comment Responses*	Landscape Civil Land Use Natural Resources	Mayer/Reed HHPR HHPR HHPR

Task 10: Construction Documents		
Develop 50% CD plans, specifications, draft reports, and cost estimate. Structural provide calculations and review of landscape and/or civil details, as needed. *Deliverables: 50% CD Plans, Specifications and Cost Estimates.*	Landscape Civil Structural Costing	Mayer/Reed HHPR HHPR KJF
Attend 50% CD page-turn review meeting with client (2 hr).	Landscape Civil	Mayer/Reed HHPR
Review 50% CD plans and specifications. Finalize Geotech report for inclusion in bid documents.	Geotech	GRI
Incorporate comments into final drawings. Develop 100% CD plans, specifications, reports, and cost estimate. *Deliverables: Bid-ready 100% CD Plans, Specifications and Cost Estimates.*	Landscape Civil Costing	Mayer/Reed HHPR KJF
Develop illustrative presentation materials of final design. *Deliverables: Final Design Presentation*	Landscape	Mayer/Reed
Task 11: Bidding and Procurement Support		
Attend pre-bid meeting and site walk. Provide responses to bidder questions. Prepare and submit bid addenda, assume up to 2. Prepare conformed set, incorporating addenda and accepted alternatives prior to construction. *Deliverables: Bid Addenda & Question Responses, Issued for Construction Conformed Set*	Landscape Civil	Mayer/Reed HHPR
Evaluate bids and provide recommendation. *Deliverables: Bid Evaluation Summary & Recommendations Memo*	Landscape Civil	Mayer/Reed HHPR

PHASE 4: Construction - Scope and fee for construction phase will be provided at a later date.

Contingency Tasks:

- Task A: Wetland Delineation – HHPR will conduct an additional site visit to complete a full delineation, collect boundaries with GPS and integrate with project survey, and prepare a wetland delineation report for submittal to the Oregon Department of State Lands. If wetland may not meet the definition of a Water of the U.S., HHPR will request an Approved Jurisdictional Determination from the US Army Corps of Engineers
- Task B: Survey Option 2 – Perform survey to collect site conditions features, including topography, trees, utilities, and any fixed objects visible on properties in the area labeled as Outfall Option 2 on Limit of Survey Map. Survey data along SE Summer Place will be curb-to-

curb. Coordinate with Public Utility Locators to schedule and mark any utilities within the project limits. Include survey data from this task with park survey file.

- Task C: ROW Improvements, Crosswalk – Design and prepare plans for public improvements. Assumed to be ADA ramps at the intersection of SE Easthampton St and SE 122nd Ave and a crosswalk with signage, striping, lighting analysis and design.
- Task D: ROW Improvements, Frontage – Design and prepare plans for public improvements along the property frontage and within right-of-way, if required. Based on pre-app notes for the property to the north, ROW dedication along with improvements such as a separated sidewalk, new curb, planter strip, etc.

Assumptions & Exclusions:

- Assume park improvements may include the following:
    - Accessible pathways
    - Fencing and gates
    - Park identity signage and interpretive signage
    - Site furnishings, such as: seating, bike racks, trash cans, skateable elements
    - Play areas with surfacing and equipment following Metro's requirements.
    - Dog park area
    - Vegetated stormwater facilities, sizing calculations by civil
    - Irrigation, seeding and planting
- Exclude signal design in the right-of-way improvements.
- Exclude a through street extension of SE Summer Place through the site.
- Exclude arborist services and tree protection/removal plans.
- Exclude site lighting.
- Exclude parking analysis.
- Assume play structure footings will be delegated design.
- Exclude skate park design.
- Assume stormwater utility connections will be made via a negotiated easement to SE 119th Drive to the west. Assume NCPRD leads easement negotiations.
- Exclude restroom structures and drinking fountains. Exclude pump station.
- Exclude custom picnic shelters and shade structures. Assume no structural plans or details.
- Geotech assumptions:
    - Assume geotechnical work will include performing a geotechnical and geological evaluation of the site by reviewing readily available published data, performing a subsurface exploration program, performing soil infiltration tests, performing laboratory testing, performing engineering analyses, and preparing draft and final geotechnical reports that provide conclusions and recommendations for the design and construction of the project.

  - Recommendations will be provided for site preparation, earthwork, vegetation removal, structural fill placement, utility trench backfill, shallow foundations, retaining walls, on-site asphalt pavement, stormwater infiltration rates, and mitigation of geologic hazards.
  - Geotechnical work will include attending project meetings and reviewing plans and specifications related to geotechnical work.

- Costing assumptions:
  - Estimate to be presented in Uniformat II Level 2 Format.
  - The development of an estimate of probable construction cost for each scheme includes pricing of 2-3 bid alternates at the CD-phase only. This is excluded from the SD and DD cost estimates.
  - One virtual meeting to walk through & review the estimate is included.
  - A single estimate revision is included to reflect changes that arise through meetings and issue a Final Report.
  - Breakout of Estimate into Work Areas to be determined prior to start of estimate.
  - Reasonable durations shall be provided for estimate delivery from date of acceptance of this proposal to KJF Cost Studio. No less than (10) working days shall be provided with advanced notice or scheduling.
  - Excludes any VE pricing or sessions.
  - Excludes pricing of any owner soft costs, development fees, or FFE.
- Reimbursable expenses include the following items:
  - Traffic data collection
  - Geotechnical expenses for subconsultants, lab testing, and direct expenses
  - Mileage for attending in-person site visits and community engagement events.
  - Printing for up to 300 color copies for workshop/event handouts, translation of 6 materials into 1 language, and mileage for 4 roundtrips.
  - Printing community engagement presentation boards.
  - Title Report
  - Private Utility Locate

END

EXHIBIT B
FEE SCHEDULE

10/27/2026

The Park at Justice Property

Design Team Fee Proposal

ROLE	**Mayer/Reed** Landscape Architecture, Prime	**EnviroIssues** Community Engagement	**HHPR** Survey, Civil, Permitting, Structures	**GRI** Geotech	**B&N** Traffic	**KJF** Cost Estimating	**TOTAL**
PHASE 1: 6-months, Fall 2026-Spring 2027						**Phase 1 Total:**	**$221,083**
Task 1: Project Management & Coordination	$23,240	$1,095	$0	$0	$0	$0	$24,335
Task 2: Survey & Geotech	$1,860	$0	$19,500	$22,980	$0	$0	$44,340
Task 3: Existing Conditions Analysis	$15,152	$2,628	$17,000	$0	$0	$0	$34,780
Task 4: Community Engagement	$12,504	$48,177	$0	$0	$0	$0	$60,681
Task 5: Schematic Design	$24,997	$0	$19,000	$0	$0	$12,950	$56,947
PHASE 2: 6-month duration, Fall 2027 – Spring 2028						**Phase 2 Total:**	**$130,396**
Task 6: Community Engagement	$5,213	$21,829	$0	$0	$0	$0	$27,042
Task 7: Design Development	$34,832	$0	$19,000	$0	$0	$6,000	$59,832
Task 8: Land Use Review & Approach	$6,556	$0	$22,000	$0	$14,966	$0	$43,522
PHASE 3: 8-month duration, Spring 2028 – Fall 2029						**Phase 3 Total:**	**$115,915**
Task 9: Permitting	$5,570	$0	$16,000	$0	$0	$0	$21,570
Task 10: Construction Documents	$45,945	$0	$26,000	$0	$0	$15,000	$86,945
Task 11: Bidding and Procurement Support	$7,400	$0	$0	$0	$0	$0	$7,400
Labor Subtotal	$183,269	$73,729	$138,500	$22,980	$14,966	$33,950	$467,394
Expenses	$3,000	$1,274	$3,150	$8,220	$1,760	$0	$17,404
Total Fee	$186,269	$75,003	$141,650	$31,200	$16,726	$33,950	**$484,798**
Contingency Items							
Task A: Wetland Delineation			$25,500				$25,500
Task B: Survey Option 2			$4,000				$4,000
Task C: ROW Improvements (Crosswalk)			$7,000		$34,463		$41,463
Task D: ROW Improvements (Frontage)	$5,000		$30,000				$35,000
Labor Subtotal	$5,000	$0	$66,500	$0	$34,463	$0	$105,963
Expenses			$1,200				$1,200
Contingency Tasks Fee Total	$5,000	$0	$67,700	$0	$34,463	$0	**$107,163**