

AMENDMENT NO. 5

CONTRACT NO. 37631

FOR

South Waterfront Central District (SW Gibbs Street to SW Lane Street)

Pursuant to Ordinance No. _____

This Contract was made and entered by and between Walker Macy, LLC, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. Additional work is necessary as described in the Scope of Work as follows:

Provide technical assistance in selection of a Construction Manager/General Contractor (CM/GC); collaborate with the CM/GC on custom design of the bioremediation features of the project; collaborate on constructability review of the project, cost estimate reconciliation, staging planning and value engineering the project so that it fits the budget. Produce construction drawings and technical specifications.

2. Additional compensation is necessary and shall not exceed \$219,759.59.

All other terms and conditions shall remain unchanged and in full force and effect.

CONTRACTOR SIGNATURE:

This contract amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same contract amendment.

The parties agree the City and Contractor may conduct this transaction by electronic means, including the use of electronic signatures.

Walker Macy, LLCBy: Date: 1.6.11Name: MICHAEL W. ZILISTitle: PRINCIPALAddress: 111 SW OAK SUITE 200, PORTLAND, OR.Telephone: 503 228 3122

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Contract No. 37631 Amendment/Change Order No. 5

Contract Title: South Waterfront Greenway - Central District (SW Gibbs Street to SW Lane Street)

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: APPROVED AS TO FORM Date: 1/10/19
Office of City Attorney
Amela Menezes
CITY ATTORNEY

December 21, 2010
Liz Moorhead
Portland Parks and Recreation
1120 SW Fifth Avenue,
Suite 1302
Portland, OR 97204-1933

Re: Additional Services Proposal
South Waterfront Greenway Central District

Dear Liz:

Over the last few months, we have worked with Portland Parks and Recreation (PPR), Portland Development Commission (PDC), the Bureau of Environmental Services (BES), and other City, State and Federal agencies to revise the original design and find a compromise that would better meet the goals of the agencies. In June 2010, we submitted a scope of work to achieve this re-design goal and bring the project to a level where it could be submitted for Design Review and Land Use Review (LUR). This scope of work proposal is called Addendum #4. The LUR set will be submitted to the City of Portland before December 31, 2010. As noted in Addendum #4, once the design refinement was settled, we would re-visit the original 2007 contract scope and provide an updated proposal to document the new design to the 90% CD level, and then proceed with finalizing the documents and taking the project through construction. It is understood that PPR has also made the decision to add a CMGC process to the project that will begin after the LUR drawings are submitted. The following proposal is for work necessary to finalize and document the re-design of the South Waterfront Greenway Central District and incorporate a CMGC process.

This re-design effort will require services from most of our existing sub consultants. Walker Macy will lead the re-design effort, collaborate with and manage the design team. Our team will collaborate and coordinate with Buster Simpson during the documentation effort.

Assumptions

Re-designed Bank Area and Slurry Evaluation

Additional exploration of the slurry area, as scoped in Addendum #4, has not yet been completed and is awaiting a notice to proceed from the City. This work will be completed under the Addendum #4 contract and is not included in this proposal. **Collaboration with Artist (Buster Simpson)**

Given the recent information that the Zidell ship hulls, originally intended for inclusion in the art installation, will not be made available, we understand that Buster Simpson will be re-

designing his art installation centered on the bilge pump concept. We anticipate this will require modification to the drawings and additional effort to coordinate with Buster Simpson. Our team will continue to collaborate and coordinate with the project artist, Buster Simpson, throughout the revised project documentation phases per our current contract. We have already met with Buster Simpson and Peg Butler (at Buster's request) regarding the change in direction on the Zidell ship hulls.

We will work with Buster Simpson to locate and integrate a revised public art installation. We anticipate that this will require Kpff to bring water service to the art facility, and to provide Civil Engineering advice to ensure feasibility of a working interactive bilge pump. Grummel Engineering will provide structural engineering advice to ensure structural feasibility of the art installation. Kpff, Grummel Engineering, and Walker Macy will attend up to two meetings with Buster Simpson to successfully integrate the re-designed art installation into the new design. This proposal does not include scope and fees for assisting Buster Simpson with documenting his design. We understand that this cost is Buster's responsibility.

Schedule

Portland Parks and Recreation has provided us with an anticipated project schedule. We understand that the CMGC effort has already begun, and the City is projecting a final selection by May 2011. We will begin the effort to finalize the 90% construction documents and coordinate with the selected contractor at that time, in an effort to submit the building permits and begin the Design Review process by August 2011.

Finalization of the drawing set will occur after permits, land use review and design review have all been acquired and approved. Final construction documentation is expected to begin in January 2012, with construction beginning in May 2012.

CMGC Process

We understand that PPR intends to proceed with a CMGC contract to construct the South Waterfront Greenway work. We have already begun working with Allison Rouse with PPR to provide feedback on the "Proposed Exemption from Competitive Bidding Document". All coordination work to occur after the contractor is selected will be included in our construction documentation proposal, currently in draft form.

Scope of Services

We have prepared the following proposed scope and fee adjustment. We propose to add scope and fee to already established project Tasks, or to re-scope Tasks with remaining budget. We have made every effort to maximize the team's efficiency in order to ensure that available funding is spent wisely. Note, tasks that appear in *italics* are scope items that are included in

the current contract, and are only subject to escalation of rates in this scope. All other tasks are new to the project, or have been modified due to changes in the project.

Task One: CMGC Selection (WM)

- 1.1 Finalize contracting document – Provide feedback and consultation on Portland Parks and Recreation's "Proposed Exemption from Competitive Bidding" document.
- 1.2 Review PPR advertisement, soliciting bidders for the CMGC selection.
- 1.3 Review proposals received by the City and prepare an analysis of the proposals.
- 1.4 Participate in 1 meeting with PPR to discuss the proposals and prepare the interview shortlist (3 teams on shortlist).
- 1.5 Participate in interviews of the selected 3 teams. The three interviews are anticipated to occur consecutively on one day.
- 1.6 Participate in PPR interview ranking and assist with selection.

Task Two: Prepare 90% Construction Documents Re-visited + CMGC Process and Integrate Contaminated Soils Remediation Approach Re-visited, and Prepare Site Development Permits (WM, TBA, Kpff, Grummel Engineering, LUMA, PBPorts, &ACC)

- 2.1 The team will update the drawing set to the new design and provide the selected contractor with a drawing set and specification book for review.
- 2.2 Attend up to 3 meetings with CMGC to discuss the project design and determine the approach to construction and possible cost savings.
- 2.3 *Support PDC and Hart Crowser by providing soil quantity and soil movement information. Coordinate with Hart Crowser while they update risk analysis and contaminated soils/ sediment remediation approach. This work is in addition to the work currently under contract. Hart Crowser/ PDC will provide all documentation necessary to perform, coordinate and certify the contaminated soil remediation approach for the project (some coordination with Hart Crowser has already occurred). All documentation, coordination with jurisdictional agencies, construction administration, and project close out related to contaminated soils and hazardous materials will be provided by PDC or its consultants. The Walker Macy team will help coordinate efforts relative to these materials only.*

- 2.4 Attend up to 2 meetings with PPR, PDC and CMGC to discuss possible design changes and effects on construction.
- 2.5 Walker Macy will review the possible design changes and get confirmation on the direction from PPR prior to changing drawings.
- 2.6 Buster Simpson was recently informed that Zidell would not be allowing the ship hulls intended for the art piece to be moved to the Curry Street overlook. Buster Simpson is now revising his approach to the art installation. Walker Macy, Grummel Engineering, and Kpff will coordinate with Buster Simpson to revise drawings to accommodate his installation.
- 2.7 Revise the drawing and specifications, and prepare a 90% Construction Document set, include information provided by Hart Crowser/PDC pertaining to the soil contamination in the bid set, and incorporating recommendations provided by CMGC and approved by PPR.
- 2.8 The team will have 4 internal design team meetings to coordinate the 90% CD set.
- 2.9 Develop quantity take-offs for revised 90%CD cost estimate. Revise cost estimate.
- 2.10 Deliver 90% Drawing Set, Specifications and Cost Estimate to CMGC for coordination.
- 2.11 CMGC will provide the design team with their cost estimate. We will review their estimate and prepare comments.
- 2.12 Walker Macy will participate in 1 meeting with PPR, PDC, and CMGC to reconcile the two cost estimates, and determine recommendations for bringing the project in budget.
- 2.13 Walker Macy will participate in 1 meeting with PPR to present the reconciliation results.
- 2.14 The team will participate in 2 Value Engineering meetings lead by PPR to discuss options for construction cost reduction.
- 2.15 Following the VE sessions described in task 2.14, Walker Macy will prepare materials to describe recommended VE measures and participate in a meeting to present the rationale for these changes.
- 2.16 The team will modify the drawings and specifications to meet the VE goals, as directed by PPR.

- 2.17 Revise the drawing and specifications, and prepare a Permit set, specifications, and applications, incorporating recommendations provided by CMGC and approved by PPR.
- 2.18 The team will provide drawing and specification revisions during the permitting process, as required by the City.
- 2.19 The team will provide additional support and assistance to PDC and PPR pertaining to unforeseen issues.

Task Three: Additional Services for Site Development Permits

- 3.1 Prepare additional structural engineering technical memorandums to support the updated design for site development/ building permits.

Task Four: Final Construction Documentation with CMGC and HEC-RAS Re-visited

- 4.1 Following the approval of the Design Review process and the development permit, the team will confirm design changes with PPR.
- 4.2 Revise the drawing and specifications, and prepare a 100% Construction Document set, incorporating documents provided by Hart Crowser/PDC pertaining to the soil contamination, and incorporating recommendations provided by CMGC and approved by PPR.
- 4.3 Develop quantity take-offs for revised 100%CD cost estimate. Revise cost estimate.
- 4.4 Deliver 100% Drawing Set, Specifications and Cost Estimate to CMGC for coordination.
- 4.5 CMGC will provide the design team with their cost estimate. We will review their estimate and prepare comments.
- 4.6 Walker Macy will participate in 1 meeting with PPR, PDC, and CMGC to reconcile the two cost estimates, and determine recommendations for bringing the project in budget.
- 4.7 Walker Macy will participate in 1 meeting with PPR to present the reconciliation results.
- 4.8 Revise the drawing and specifications, and prepare a Bid Set, specifications, and applications, incorporating recommendations provided by CMGC and approved by PPR.

Task Five: CMGC Bidding and Construction Administrative Services Re-visited

- 5.1 *The team will respond to sub-contractor questions during the bidding process.*
- 5.2 *The Team will review contractor bids and provide advice as requested.*
- 5.3 *The team will participate in 1 meeting to review the staging assumptions developed by the CMGC.*
- 5.4 *The team will review the staging plan prepared by the CMGC.*
- 5.5 *The team will attend 1 pre-construction conference.*
- 5.6 *Provide feedback to rfi's, submittals and change orders during construction.*
- 5.7 *Attend up to 24 on-site construction meetings.*
- 5.8 *Review contractor period pay requests, as requested.*
- 5.9 *Conduct 2 substantial completion walk-throughs and provide 2 field reports.*
- 5.10 *Conduct 2 Final completion walk-throughs and provide 2 field reports.*
- 5.11 *Compile record drawing set, based on the contractor provided as-builts.*

Task Six: Additional Meetings

- 6.1 *Attend up to six additional meetings with Parks and others to discuss re-design project costs, clean-up and associated costs, NFA status, Prospective Purchaser Agreement, ect.*
- 6.2 *Assist the City in providing information for the meetings.*

Task Seven: Slurry Evaluation

- 7.1 *Test to evaluate stability of slurry.*
- 7.2 *Review BES soil and sediment testing results (recent Hart Crowser report).*
- 7.3 *Review existing soil logs and slurry evaluation. Prepare geotechnical technical memorandum addressing wall construction feasibility and active/ passive loading for wall design.*

Fees

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For the scope of work identified in this proposal we propose to apply the remaining project budget noted in Amendment #4 Tasks 5, 6, HEC-RAS modeling, and Geotechnical Slurry Investigation. We propose to increase the fees associated with the additional CMGC process, to incorporate the escalation resulting from the project timeline, and to provide PPR with additional services including meetings, or unforeseen tasks that will arise during the project duration. Our proposed Fees by Tasks in this proposal are as follows:

Task	2011 Addendum	Remain. Budget
Task 1: CMGC Selection	\$ 5,120.00	\$ 00.00
Task 2: 90% CD Revisited + CMGC	\$ 127,000.00	\$ 00.00
Task 3: Additional Services for Permits	\$ 1,125.00	\$ 00.00
Task 4: Final CD's Revisited+ CMGC + HEC-RAS	\$ 77,000.00	\$ 33,833.40
Task 5: CMGC Bidding + CA Revisited	\$ 74,750.00	\$ 61,580.00
Task 6: Additional Meetings	\$ 16,600.00	\$ 00.00
Task 7: Slurry Evaluation	\$ 26,160.00	\$ 24,510.00
Labor Sub Total:	\$ 327,755.00	\$ 119,923.40
Reimbursable Expenses (6% of total)	\$ 19,650.00	\$ 7722.01
Totals:	\$ 347,405.00	\$ 127,645.41

For this amendment, we propose to add \$219,759.59 in additional fees to the project.

We assume that all of the terms of our original contract will apply to this additional service. Our team is prepared to provide the proposed services upon PPR authorization. We appreciate the opportunity to provide our services on this complex and important project.

Please call if you have any questions or comments regarding this proposal.

Regards,
Walker Macy

Michael W. Zilis
Principal

Chelsea McCann
Project Manager