

AMENDMENT TO CONTRACT 18383**PARTIES**

The parties to this Agreement are THE CITY OF PORTLAND, OREGON, a municipal corporation, DEPARTMENT OF PUBLIC AFFAIRS, BUREAU OF PARKS AND PUBLIC RECREATION, whose address is 409 Southwest 9th Avenue, Portland, Oregon 97205, hereinafter "**Owner**", and JOHN WARNER, an individual, doing business as JOHN WARNER ASSOCIATES, Landscape architects, whose address is 123 Northwest 2nd Avenue, Portland, Oregon 97209, hereinafter "**Architect**".

SUBJECT MATTER OF TRANSACTION

The subject matter of this transaction is amendments to Contract 18383 between the parties related to design modifications for Essex and McKenna Parks in the City of Portland, Oregon.

GENERAL TERMS AND CONDITIONS

It is agreed by the parties as follows:

- (1) That all information to be provided by Architect to Owner, including but not limited to cost estimates, feasibility studies, memoranda, Architect's billings, or any other documentation required by this Agreement, shall be on a format to be provided by Owner and incorporated as an exhibit to this Agreement as though the same were wholly set forth.
- (2) That all communications between Owner and Architect shall be in writing.
- (3) That this Amendment applies only to Essex and McKenna Parks.
- (4) That Architect's services shall terminate as of the completion of the design development and construction document development phases only with the exception that Architect agrees to provide such additional services according to the terms and for the fees set forth in Article 16.

(5) Permits. All permits of any nature, be they building permits, conditional use permits, or any other permits, are the obligation of Owner.

(6) Architect's fees shall be paid upon receipt of billing.

(7) Architect's billing is to be under the format provided by the City, and as used herein, the term days shall mean calendar days, and not working days.

SPECIFIC COVENANTS AND AGREEMENTS

Owner hereby engages the services of Architect for the improvement of the following parks: Essex and McKenna Parks, as funded through an Urban Park and Recreation Recovery Program grant from the Bureau of Outdoor Recreation.

In planning of the Parks specified above in accordance with Article 15 herein.

The Architect shall, as part of the basic service:

(1) Provide drawing, technical specifications, and detailed costs estimates within 70 days of the execution of this Agreement for Essex Park and within 110 days from the date of execution of this Agreement for McKenna Park improvement.

(2) Architect represents to Owner that he has investigated the project, understands its scope and requirements, and has the professional expertise and staff time available to perform in a timely and workmanlike manner.

TERMS AND CONDITIONS OF AGREEMENT

AIA Document B141a as modified hereby, is hereby incorporated and the Terms and Conditions of these Amendments take precedence over those provisions specified in Exhibit "A".

(1) All references to "Owner" shall mean City.

(2) All references to AIA Document A201 are deleted, and all references to the "General Conditions" of the document shall mean the latest edition of the "Standard Construction Specifications", City of Portland, dated March 1, 1978, as adopted by Ordinance No. 145046.

(3) Pages 1 and 2 are deleted.

- (4) Articles 1.1 to 1.3.4 are included.
- (5) Article 1.4.1 is deleted.
- (6) Article 1.5 is deleted in its entirety.
- (7) Article 1.6 is deleted. (See Article 16)
- (8) Article 1.7 is modified as follows:
 - (a) 1.7.1 shall be provided as a basic service.
 - (b) 1.7.2 is deleted.
 - (c) 1.7.3 shall be provided by Architect as a basic service.
 - (d) 1.7.4 is deleted.
 - (e) 1.7.5 shall be provided by Architect as a basic service.
 - (f) 1.7.6 shall be provided by Architect as a basic service.
 - (g) 1.7.7 is deleted.
 - (h) 1.7.8 is deleted.
 - (i) 1.7.9 shall be provided by Architect as a basic service.
 - (j) 1.7.10 is deleted.
 - (k) 1.7.11 is deleted.
 - (l) 1.7.12 shall be provided by Architect as an extra service as set forth in Article 16 hereto only.
 - (m) 1.7.13 through 1.7.15 are deleted.
 - (n) 1.7.16 shall be provided by Architect as an extra service according to Article 16.
 - (o) 1.7.17 through 1.7.21 are deleted.
 - (p) 1.7.22 shall be provided by Architect as an extra service according to Article 16.
- (9) Paragraph 1.8 is included in this Agreement as set forth in Exhibit "A".
- (10) Article 2, Paragraph 2.1 is included as set forth in Exhibit "A", subject to the format requirements hereof.

- (11) Article 2.2 is hereby modified. (See 3.2.2)

Owner shall provide a budget for the Project on a format set forth as on an Exhibit incorporated herein and attached hereto, which budget shall be certified by Owner to be the total available budget for the Project.

- (12) Article 2.3 is modified as follows:

Owner appoints Scott Reese as its authorized representative to act in Owner's behalf with respect to the Project. The authorized agent shall examine the documents submitted by Architect and shall render decisions pertaining thereto according to the time schedules set forth herein in Article 15, to avoid unreasonable delay in the progress of the Architect's services. All communications between Architect and Owner shall be in writing from Reese to Architect and from Architect to Owner through Reese. No other communication shall be binding upon either party.

- (13) Article 2.4, 2.5, and 2.6 are deleted.

- (14) Article 2.7 is included as set forth in Exhibit "A".

The Architect shall provide and pay for any required site or soil survey during design and construction drawing and specification phases of the Project only.

- (15) Article 2.8 through 2.10 are deleted.

- (16) Article 3.1.1 through 3.1.3 are included as set forth in Exhibit "A".

- (17) Article 3.2.1 is modified as follows:

Architect will provide a reasonable number of cost alternates within the limits of the budget provided by Owner. The choice of alternates shall be entirely the right of Owner and solely their responsibility.

- (18) 3.3.3 is included as set forth in Exhibit "A". (See Item 10)

- (19) 3.2.3 is included as set forth in Exhibit "A".

- (20) 3.2.4 is deleted.

- (21) Article 4 is deleted.

- (22) Article 5 is deleted.

(23) Article 6 is modified according to the payment schedules set forth in Article 15.

(24) Article 7 is deleted.

(25) Article 8.1 is hereby modified.

Drawings and specifications shall become the property of Owner and shall not be used in whole or in part without the written consent of Owner.

(26) Article 8.2 is deleted.

(27) Article 9 is deleted.

(28) Article 10 is hereby modified.

Either party may terminate this Agreement for any reason on seven days written notice. In the event of termination, Owner shall pay Architect for those services rendered to the date of termination as evidenced by product documentation as set forth under Article 15. All products generated by Architect and accepted by Owner shall at that time become the property of Owner.

Additionally, Architect shall be entitled to a pro rata percentage of retainage due as of the date of termination.

(29) Article 11.1 is modified as follows:

This Agreement is entered into and shall be governed under the laws of the State of Oregon.

(30) Article 11.2 is modified as set forth in Paragraph 2, under Terms and Conditions of Agreement.

(31) Article 11.3 is included as set forth in Exhibit "A".

(32) Article 11.4 is modified as follows:

Owner and Architect waive all rights against each other and against the contractor(s), consultant(s), agent(s), and employee(s) of the other for damages covered by any property insurance during construction as required by and set forth in the "Standard Construction Specification", City of Portland, dated March 1, 1978, as

adopted by Ordinance No. 145046. Owner and Architect shall require the same waiver or appropriate similar waiver from contractors, consultants and agents.

(33) Article 12 is included as set forth in Exhibit "A".

(34) Article 13 is included as set forth in Exhibit "A".

(35) Article 14 is hereby modified. Article 14.1

An initial payment of \$1,724.20 for McKenna Park, and \$1,029.30 for Essex Park shall be made upon the execution of this Agreement.

(36) Article 14.2 is modified as follows:

PAYMENT SCHEDULE

Planning, Programming and Concept Design Phase	\$24,506.60
Schematic Plan Phase	\$18,379.95
Design Development & Competitive Bidding Phase	\$36,759.90
Construction Inspection Phase, excluding Essex and McKenna Parks	\$18,675.06
Project Close-Out Phase, excluding Essex and McKenna Parks	\$10,913.99
Sub Total	\$109,235.50
Design, Development and Construction Documents: McKenna Park	\$17,242.00
Design, Development and Construction Documents: Essex Park	\$10,293.00
Total	\$136,770.50

(37) Article 14.2.2 is deleted.

(38) Article 14.3 is modified as set forth in Article 16.

(39) Article 14.4 and subparagraphs thereunder is modified as set forth in Article 16.

(40) Article 14.5 is deleted.

- (41) Article 14.6 is deleted.
- (42) Article 14.7 is deleted.
- (43) Article 14.7.1 is included as set forth in Exhibit "A".
- (44) Article 14.7.2 is included as set forth in Exhibit "A". (12 Months).
- (45) Article 15. Requirements under Design and Development and Construction Document Phases.

Architect's design and development and construction document responsibility under Contract Number 18383 as modified by these Amendments.

The tasks included in the Design Development Construction Document Phases of Contract Number 18383 are outlined as follows:

McKENNA PARK

STEP 1

TASK

JWA prepares revised check set I plans and specifications and submits them to Park Bureau. JWA submits detailed cost estimates with unit and total costs. JWA submits three sets of each.

<u>TIME</u>	<u>PAYMENT AMOUNT</u>
Initiate - Upon Execution	(10%) 1,724.20
Complete - 70 Days	(25%) 4,310.50

STEP 2

TASK

Park Bureau reviews and prepares a master check set of plans and specifications and accompanying written comments. Park Bureau convenes a review session with JWA to review all comments and questions raised in the master check set and written review.

<u>TIME</u>	<u>PAYMENT AMOUNT</u>
Complete - 7 Days after Receipt of Documents in Step 1.	(No Payment)

STEP 3TASK

JWA prepare check set II plans and specifications and revises cost estimates with unit and total costs. JWA submits three sets of each to the Park Bureau.

<u>TIME</u>	<u>PAYMENT AMOUNT</u>
Complete - 21 Days following Completion of Step 2.	(15%) 2,586.30

STEP 4TASK

Park Bureau reviews plans and specifications and submits a master check set and written comments to JWA on necessary modifications.

<u>TIME</u>	<u>PAYMENT AMOUNT</u>
Complete - 7 Days after Completion of Step 3.	(No Payment)

STEP 5TASK

JWA incorporates modifications or gives the Park Bureau written reasons for not incorporating modifications. Cost estimates shall be provided for these items.

<u>TIME</u>	<u>PAYMENT AMOUNT</u>
(N/A)	(N/A)

STEP 6TASK

JWA submits one original (camera-ready) and two copies of plans and specifications for bidding. JWA submits final revised cost estimates with unit and total costs and material lead times and availability.

<u>TIME</u>	<u>PAYMENT AMOUNT</u>
Complete - 12 Days (including Step 5) after Completion of Step 4	(20%) 3,448.40

STEP 7TASK

Park Bureau receives authorization and prepares necessary ordinances and transmittal for bidding project. Park Bureau submits these to the Purchasing Agent.

TIMEPAYMENT AMOUNT

Complete - 12 Days after Completion of Step 6.

(30%) 4,172.60

STEP 8TASK

JWA prepares necessary addenda to amend the bid documents in camera-ready form for the Owner's review and approval prior to distribution and at least 72 hours prior to the bid opening. Park Bureau submits these to the Purchasing Agent.

TIMEPAYMENT AMOUNT

(N/A)

(N/A)

(46) Article 15 - Amendment. Requirements under Design Development and Construction Document Phases.

Architect's design development and construction document responsibilities under Contract Number 18383 as amended hereby.

The tasks included in the Design Development and Construction Document Phases of Contract Number 18383 are outlined as follows:

ESSEX PARKSTEP 1TASK

JWA prepares revised check set I plans and specifications and submits them to Park Bureau. JWA submits detailed cost estimates with unit and total costs. JWA submits three sets of each.

<u>TIME</u>	<u>PAYMENT AMOUNT</u>
Initiate - Upon Execution	(10%) 1,029.30
Complete - ^{50 JWA} 40 Days after Initiation	(25%) 2,573.35

STEP 2

TASK

Park Bureau reviews and prepares a master check set of plans and specifications and accompanying written comments. Park Bureau convenes a review session with JWA to review all comments and questions raised in the master check set and written review.

<u>TIME</u>	<u>PAYMENT AMOUNT</u>
Complete - 8 Days after Receipt	(No Payment)

STEP 3

TASK

JWA incorporates modifications or gives the Park Bureau written reasons for not incorporating modifications. New cost estimates shall be provided.

<u>TIME</u>	<u>PAYMENT AMOUNT</u>
(N/A)	N/A)

STEP 4

TASK

JWA submits one original (camera-ready) and two copies of plans and specifications for bidding. JWA submits final revised cost estimates with unit and total costs and material lead times and availability.

<u>TIME</u>	<u>PAYMENT AMOUNT</u>
Complete - 18 Days after Completion of Step 2	(35%) 3,602.55

STEP 5

TASK

Park Bureau receives authorization and prepares necessary ordinances and transmittal for bidding project. Park Bureau submits these to the Purchasing Agent.

<u>TIME</u>	<u>PAYMENT AMOUNT</u>
Complete - 12 Days after Completion of Step 4	(No Payment)

STEP 6

TASK

JWA prepares necessary addenda to amend the bid documents in camera-ready form for the Owner's review and approval prior to distribution and at least 72 hours prior to the bid opening. Park Bureau submits these to the Purchasing Agent.

<u>TIME</u>	<u>PAYMENT AMOUNT</u>
Complete - 15 Days after Completion of Step 5 N/A <i>RW</i>	(30%) 3,087.90

(47) Article 16. Additional Compensation.

Additional compensation for services performed by John Warner Associates shall not exceed \$1,780.00 for completion of the Project, subject to the paragraph below.

Architect shall be paid ten percent of design services upon initiation of work, and periodic payment for construction documents in conformance with Article 15, Amendment for McKenna and Essex Parks, and thirty percent of construction document fees for each Park shall become due and payable by the City once the City is in possession of responsive bids by responsible bidders which are equal to or less than the aggregate project estimate of \$314,000. If the City does not receive responsive bids by responsible bidders within 120 days, the Architect shall receive the construction document fees as if the City were in receipt of responsible bids.

John Warner Associates will be paid on an hourly rate for consulting services during the construction administration phases of McKenna and Essex Parks, as authorized by the Park Bureau's Project Manager. Reimbursement for hourly services shall be paid upon receipt of billing according to the following schedule:

Principal	\$40
Project Manager	\$24
Draftsman	\$18
Clerical	\$14

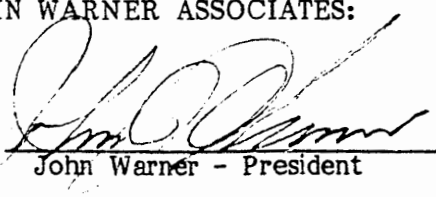
IN WITNESS WHEREOF, the parties have executed this Amendment in triplicate the day and year first above written, pursuant to Ordinance No. _____.

APPROVED AS TO FORM:

CITY OF PORTLAND:

JOHN WARNER ASSOCIATES:

By: _____
Mayor

By: 
John Warner - President

DEPARTMENT OF PUBLIC AFFAIRS,
BUREAU OF PARKS & PUBLIC RECREATION:

By: _____
Commissioner of Public Affairs

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1977 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

AGREEMENT

made as of the _____ day of _____ in the year of Nineteen
Hundred and _____

BETWEEN the Owner:

and the Architect:

For the following Project:

(Include detailed description of Project location and scope.)

The Owner and the Architect agree as set forth below.

Copyright 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, © 1977 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

b

THE CITY OF
PORTLAND**OREGON**DEPARTMENT OF
PUBLIC AFFAIRSMILDRED A. SCHWAB
COMMISSIONERBUREAU OF PARKS AND
PUBLIC RECREATION

SUPERINTENDENT

409 S.W. NINTH AVENUE
PORTLAND, OREGON 97205

March 9, 1981

John Warner
John Warner & Associates
123 N.W. 2nd Avenue
Portland, Oregon 97209

Dear John:

Re: Preparation of Project Cost Estimates/Essex and McKenna Park
Renovation Projects.

Attached you will find a suggested format for the development of cost estimates for Essex and McKenna Parks. The format is predicated upon the master format of the Construction Specifications Institute. The Bureau has adapted this format to standardize with other city bureaus. Therefore, all estimating will be completed in this format.

The outline provided is meant as a guide and may not be inclusive for all elements of the proposed work. Therefore, as the work progresses it will be necessary to identify additional divisions, sections and units. Not all divisions and sections listed may be required. Those not required need not be used. In developing new divisions, sections, or units. The recommended description will be approved by the Parks Bureau prior to use.

Should you have any further questions please do not hesitate to contact me.

Sincerely,

Scott Reese
Planning & Development Manager

SR.sw

pc/ccf

PROJECT COST ESTIMATING FORMAT
McKenna and Essex Parks

<u>ITEM</u>	<u>UNIT</u>
Performance and payment bond	JOB
Contingency allowance	JOB
Field Engineering allowance	JOB
Testing lab allowance	JOB
Project signs	EA
Pipe testing allowance	JOB
<u>Site Preparation</u>	
<u>Tree and shrub removal</u> (composite costs - fell, buck, grub stump, load, haul, dump)	EA
<u>Sod stripping</u> (composite costs - strip, load, haul, and dump)	SY
<u>Earthwork</u>	
<u>Site grading</u>	
Bulk excavating and filling (excavate and fill balanced quantities on site)	BCY
<u>Structure excavation and backfill</u>	
Excavation	BCY
Trenching	BCY
Backfilling	CCY
<u>Granular subbase</u>	
Structure subbase	CCY
Slab subbase	SY
<u>Pavement subgrade</u>	
Excavate and backfill (see site grading)	
Compaction	CCY
Fine grading	SY
<u>Pavement base</u>	
Grandular base	SY
Compacting	SY
<u>Finish grading</u>	
Composite costs - grade, scarify subgrade, furnish or spread from stock pile, fine grade	SY
<u>Site Improvements</u>	
<u>Irrigation</u>	
Sprinkler heads (type and No.)	EA
Valves (No. and type)	EA
Pipe (size and type)	LF
Controller (type)	EA

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<u>ITEM</u>	<u>UNIT</u>
<u>Chain link fence and gate</u>	
Fence (type, gauge, posts height)	LF
Gates (type, gauge, width, height)	EA
<u>Playground equipment</u>	
Balance beams	EA
Bicycle racks	EA
Climbers	EA
Sandbox	EA
See Saw (units and seats)	EA
Slides (height and width)	EA
Swings (height and seats)	EA
Whirls (diameter)	EA
<u>Recreational facilities</u>	
Football goals (type)	EA
Soccer goals (type)	EA
Basketball goals (type)	EA
Athletic benches (type size)	EA
Tennis equipment	EA
Net posts	EA
Nets	EA
<u>Play structures</u>	
Clusters	
<u>Seating</u>	
Benches (type and size)	EA
<u>Tables</u>	
Picnic (type and size)	EA
<u>Trash receptacles</u>	
Permanent (type and size)	EA
<u>Landscaping</u>	
<u>Soil preparation</u>	
Composite costs (apply fertilizer, till, level)	SY
Topsoil (purchase and delivery)	LCY
Soil conditioners	
fertilizer, limestone, lime, gypsum, peat moss,	LB, TON, LCF
sand perlite, clay, sand/clay	
Tilling	SY
Mixing (mix plant mixture)	
<u>Lawns and grass</u>	
composite costs (sow, cover, roll, water, mulch)	SY
Seeding (type)	LB
Sprigging (type)	MSF
Sodding (type)	SY
Covering	SY
Rolling	SY
Mulching (including hydroseeding)	SY

ITEM	UNIT
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Trees

Composite cost (materials, planting, backfilling, prune, mulch, wrap)	EA
Materials	EA
Planting	EA
Pruning	EA
Wrapping and guying	EA

Shrubs

Composite cost	
Materials	
Planting	
Prunings	

Ground covers

Composite (plants, planting in prepared bed, mulch)	EA
Planting	EA

Rock mulch

Composite costs (poly film, mulch bed)	
Bedding edge	LF
Plastic film	SY
Rock mulch	CF

Organic mulch

Composite costs	SY
Organic mulch (type)	LCF

Landscape maintenance

Vegetation control	SY
Maintenance contract	JOB

Paving and SurfacingCrushed stone paving


Composite costs (crushed limestone paving and compacted subgrade)	SY
Crushed stone paving	SY
Stabilize aggregate	SY
Compacting	SY

Asphaltic concrete paving

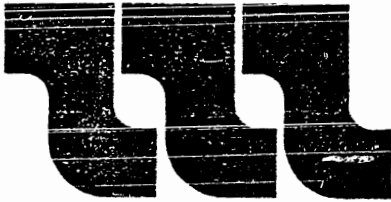
Composite costs (materials, primer, base, compacted subgrade)	SY
Prime coat	SY
Pavement base	SY
Surface course	SY

Portland cement concrete paving

Composite costs (materials, thickness, reinforcing, finish, joints, grading)	SY
Expansion joints	LF
Concrete paving	SY
Forms and screeds	SF/LF
Reinforcing steel	LF
concrete paving	SY
Finishing	SF
Color	SF



<u>ITEM</u>	<u>UNIT</u>
<u>Asphalt concrete curb</u>	LF
<u>Concrete curb</u>	
Composite costs (type, excavation, and backfill)	LF
Concrete curbs (type, materials)	LF
Reinforcing	LF
<u>Asphaltic concrete sports paving</u>	
composite costs (paving, cushion coat, texture coat, color finish)	SY
Asphaltic concrete paving	SY
Filler coat	SY
Cushion coat	SY
Texture coat	SY
Color coat	SY
Striping	EA
<u>Concrete Formwork</u>	
<u>Structural cast in place concrete formwork</u>	
Footings forms (type and depth)	SF
Wall and grade beams (type and height)	SF
Curb and edge forms	LF
Stairs and landing	SF
Form finishings & special effects	SF/LF
<u>Concrete reinforcement</u>	
Reinforcing steel	LF/EA
Welded wire	SF
<u>Cast-in-place</u>	
Composite costs (wall, base, finish, excavate and backfill)	LF
Cast-in-place concrete	
Footings (height and width)	LF
Foundations (height, width, depth)	SY
walls (height, width, depth)	SF
Concrete accessories	LF/EA
<u>Metal Fabrications</u>	
<u>Pipe and tube railings</u>	
Handrails (material, dimensions, construction)	LF
<u>Painting</u>	
<u>Exterior painting</u>	
Masonry	SF
Metal	SF
Wood	SF
<u>Athletic and Recreational Equipment</u>	
<u>Backstops (type, size, materials)</u>	EA



Date:

Scott Reese, Manager
Planning and Development Division
Bureau of Parks and Recreation

Re: Progress Payment Request for Professional Services Rendered.
Contract No. 18383 as modified and P.O. No.
BUC No. 13910405/210
for: Essex (project no. 7921) and McKenna (project no. 7924)
UPARR Park Improvements

In accordance with the above cited contract, I hereby certify that the work required thereby has been accomplished to the stage specified and request payment as follows:

	<u>Essex</u>	<u>McKenna</u>	<u>Total</u>
<u>Contract Sum</u>	\$	\$	\$
<u>Progress Payments</u>			
This billing:	%	%	\$ <u> </u>
Previous billings:	%	%	\$ <u> </u>
Total to Date	%	%	\$
<u>Balance of Contract</u>	%	%	\$

JOHN WARNER ASSOCIATES


John J. Warner
Landscape Architect

ORDINANCE NO. 151345

An Ordinance amending Contract No. 18383 with John Warner and Associates to modify the scope of work to be performed for the redesigns of McKenna and Essex Parks, extending the period for performance thereunder, and providing \$14,237.50 in additional compensation above the original contract amount of \$122,533.00 and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City Council on November 21, 1979 by Ordinance No. 148771 authorized Contract No. 18383 with John Warner and Associates for the redesign of McKenna, Farragut, Essex and Wallace Parks, design of Sunnyside School-Park, and design of facilities for handicapped access at Columbia Pool and Firehouse Theatre at a cost of \$122,533.00.
2. The conditional use permit hearings for McKenna and Essex Parks resulted in the application of conditions to construction drawings and specifications for each park that requires significant modifications, such modifications were unexpected and outside the scope of work for John Warner and Associates.
3. The Contract with John Warner and Associates provides for renegotiation of the Consultant's compensation if revisions to drawings and specifications are required by regulations not solely within the control of the Landscape Architect.
4. John Warner and Associates and the Bureau of Parks and Recreation have evaluated the drawings and specifications to determine necessary modifications to satisfy the conditional use permits and specified a revised program and work program for each park to complete drawings and specifications for construction bidding.
5. Based upon the expanded scope of the work to be performed by John Warner and Associates and pursuant to the renegotiation provisions of Contract No. 18383, the Bureau of Parks recommends that the consultant's performance period be extended to July 2, 1981 and provide for additional compensation of \$14,237.50

ORDINANCE No.

NOW, THEREFORE, the Council directs:

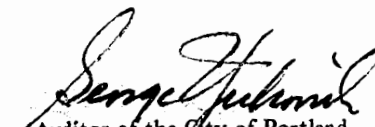
- a. The Commissioner of Public Affairs and Auditor are hereby authorized to sign on behalf of the City an addendum to Contract No. 18383 with John Warner and Associates for the redesigns of McKenna and Essex Parks, said agreement to be in substantial compliance with the form of agreement attached to the original only of this ordinance as Exhibit "B" and additional compensation to total \$14,237.50.
- b. The Mayor and Auditor are hereby authorized to draw and deliver warrants chargeable to the 1980-81 budget, General Fund, Bureau of Parks and Recreation, UPARR I, BUC 13910405, when demand is presented, approved by the proper authorities.

Section 2. The Council declares that an emergency exists since a delay in proceeding with bidding and construction to implement the redesign may result in additional cost to the City; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, APR 1 1981

Commissioner Schwab
March 13, 1981
Scott Reese/JWS/sw

Attest:


Auditor of the City of Portland

Calendar No. 1041

ORDINANCE No. 151345

Title

An Ordinance amending Contract No. 18383 with John Warner and Associates to modify the scope of work to be performed for the redesigns of McKenna and Essex Parks, extending the period for performance thereunder, and providing \$14,237.50 in additional compensation above the original contract amount of \$122,533.00 and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Jordan	1	
Lindberg	1	
Schwab	1	
Ivancie	1	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Filed MAR 27 1981

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

Gordon Croell
Deputy

INTRODUCED BY
Commissioner Schwab

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL	
Bureau: Parks and Recreation	
Prepared By: Scott Reese	Date: 1/13/81
Budget Impact Review:	
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required	
Bureau Head: Bill Owens, <i>WOW</i>	
Acting Superintendent	

CALENDAR	
Consent	Regular <input checked="" type="checkbox"/>

NOTED BY
City Attorney
City Auditor
City Engineer