



**AMENDMENT No. 5 to
CONTRACT No. 30006991
FOR
PARKLANE PARK DEVELOPMENT**

This Amendment No. 5, amends Contract No. 30006991 dated the ____ day of July, 2023, by and between Walker Macy, LLC (“Consultant”) a Limited Liability Corporation of the State of Oregon, and the City of Portland, a municipal corporation of the State of Oregon (“City”) by and through their duly authorized representatives. This Amendment may refer to Consultant and City individually as a “Party” or collectively as the “Parties.”

The Effective Date of this Amendment is July ____, 2023. The purpose of this Amendment is to change the scope of work and add funds.

The Contract was previously amended as follows:

Amendment 1, dated August 17, 2020, which increased the original not-to-exceed amount of the Contract from \$1,189,848.00, by \$106,526.00, to a new total not-to-exceed amount of \$1,296,374.00; added Scope of Work; and added a Subconsultant.

Amendment 2, dated August 26, 2021, which increased the original not-to-exceed amount of the Contract from \$1,296,374.00, by \$163,407.00, to a new total not-to-exceed amount of \$1,459,781.00, and which added scope of work, and which added contract language.

Amendment 3, dated May 6, 2022, which changed the Scope of Work and increased the original not-to-exceed amount of the Contract from \$1,459,781.00, by \$27,409.00, to a new total not-to-exceed amount of \$1,487,190.00.

Amendment 4, dated February 23, 2023, which replaced a Subcontractor.

The Parties agree to Amend the Contract as follows:

1. Scope of Work is added and is detailed in attached Exhibit A – Additional Service Request #10 (ASR #10) dated February 25, 2023. The following are the additional services included in ASR #10:
 - a) Add new pre-engineered restroom building and move splash pad and irrigation controllers to restroom building plumbing chase.
 - b) Revise grading and drainage plans to accommodate the site’s strippings.
2. The Contract not-to-exceed amount of \$1,487,190.00 is increased by \$64,316.41 to a new total not-to-exceed amount of \$1,551,506.41. Fee Breakdown for Amendment No. 5 is attached as Exhibit B.

\$1,189,848.00	Original Contract Amount
+ \$ 106,526.00	Amendment No. 1
+ \$ 163,407.00	Amendment No. 2
+ \$ 27,409.00	Amendment No. 3
+ \$ 0.00	Amendment No. 4
+ \$ 64,316.41	Amendment No. 5
= \$1,551,506.41	New Total Not-to-Exceed Amount

All other terms and conditions of the Contract remain unchanged by this Amendment and in full force and effect.

This 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 instrument. The Parties agree that they may execute this Amendment by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, the Parties hereby cause this Amendment to be executed.

Walker Macy, LLC

Officer/Owner Signature Date

Chelsea McCann, Principal

Printed Name and Title

Address: 111 SW Oak Street, Suite 200, Portland, OR 97204

Phone: (503) 228-3122

Prepared by Jarrad Venegas

Sent to Chelsea McCann at cmccann@walkermacy.com

Contract Number: 30006991

Contract Title: PARKLANE PARK DEVELOPMENT

CITY OF PORTLAND SIGNATURES

By: N/A Date: _____
Bureau Director

By: _____ Date: _____
Purchasing Agent

By: N/A Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

February 25, 2023

Sandra Burtzos Fathizadeh
Portland Parks & Recreation

RE: Parklane Park Development – Additional Service Request #10

Dear Sandra,

We appreciate the opportunity to submit the following proposal for additional services for Parklane Park. We are pleased to know that project is nearing the end of the design phase and will be starting construction this coming spring. We understand that PPR would like to incorporate additional design changes into the project prior to issuing the final Construction Set. These changes include the following:

1. Earlier plans included a custom restroom and the existing loo, for a total of 4 fixtures on site. PPR directed the team to replace the custom restroom with a single loo in an effort to reduce project cost, which resulted in a total of two fixtures on site. Through the permit process, the city is requiring the incorporation of an additional double “loo” to bring the total fixture count back to 4, and the and relocation of the existing loo in an effort to redistribute restroom locations in proximity to site elements.

In addition to the new restrooms and relocations, on February 24, 2023, PPR requested that the fountain and irrigation controllers be relocated to the new double restroom that will be placed near the play and skatepark. This change will require redesign of electrical and irrigation systems to accommodate this change and will include a flow sensor for the water feature system.

2. PPR has determined that they would like to retain site strippings on site, in an effort to save on cost of hauling and disposing of material. It has been requested that the team develop an approach to placing approximately 10,000cy of material in the northwest portion of the site, and to modify drainage systems to address stormwater and potential runoff onto neighboring properties.

Scope of Work:

1. Restroom Redesign

1.1 Summary of additional scope:

- Redesign to relocate the existing loo to the picnicking area and add a new double “loo” near the skate/playground area.
- Analyze water capacity and pressure/flow availability for all proposed elements (restrooms, water feature, etc) on site.
- Redesign electrical and irrigation plans to incorporate water feature controls and irrigation controllers in the restroom near the play and skatepark.
- Update all design sheets. Affected sheets and materials may include:
 - Architectural Life Safety Plan
 - Utilities plans
 - Electrical plans

- Site layout plans
- Site materials plans
- Site grading plans
- Planting plans
- Irrigation Plans
- Site detail modifications, as needed
- Updated Specifications
- Updates to storm drainage report and calculations, as needed
- Incorporate these modifications into the permit package for approval by BDS
- Incorporate these modifications into the final IFC package.

2. Stripping Piles and Drainage Redesign

Based on the email from Sandra Burtzos dated February 21, 2023, PPR is requesting that the team anticipate a preliminary, expedited package for the stripping piles to be incorporated into the permit submittal set. The intent of this package is to get the changes into the permit as soon as possible. Following the approved permit, PPR will confirm final stripping numbers, and the team will need to modify the stripping pile design to accommodate the final quantities.

2.1 Summary of additional scope:

- Study the new proposal provided by Dave Obern, dated February 2, 2023 to extend and increase the size of the stripping piles.
- Research and provide recommendations for covering the UIC with the stripping pile.
- Develop design for stripping piles including size, slopes, and drainage to address potential issues of increased drainage and other impacts on neighboring properties to the north and west of the park. This will likely include new swales and drainage structures. We will also confirm system capacity for any additional stormwater resulting in the grading changes.
- Confirm impacts of additional tree removals on LU approvals, and confirm additional mitigation requirements.
- Update planting design approach to incorporate any additional tree mitigation required as a result of the additional removals for the stripping mounds.
- Update the Arborist report, if necessary, to document the additional tree removals proposed in the February 2, 2023 concept sketch, provided by PPR.
- Update all design sheets. Affected sheets and materials may include:
 - Utilities plans
 - Site layout plans
 - Site materials plans
 - Site grading plans
 - Planting plans
 - Irrigation Plans
 - Site detail modifications, as needed
 - Updated Specifications, as needed
 - Updates to storm drainage report and calculations, as needed

- Update to the Arborist Report, as needed
- Incorporate these modifications into the permit package for approval by BDS
- Incorporate these modifications into the final IFC package.
- Following IFC, anticipate modifying these materials based on actual stripping quantities provided by PPR and issuing an updated set of plans.
- Following changes to the stripping quantities during construction, we will provide updates to City permitting, as needed.

Assumptions:

- The above scope of work does not include any changes to site lighting.
- The above scope does not include any changes to architectural elements, mechanical or plumbing.
- The above scope does not include any changes to major programmatic elements such as the play area, skate park, picnic pad locations, etc.
- This scope does not include preliminary packages for review by PPR. Additional review sets may be provided for additional fees.
- Revisions to the Land Use decision and additional submittals for Land Use are not included in this scope of work.
- Following water pressure and flow capacity study, if the project site is found to be inadequate, additional fees will be required for system-wide redesign.
- If existing system cannot accommodate increased stormwater drainage, additional fees will be required to identify alternative solutions.
- We are assuming material in the stripping piles is clean and does not require any special mitigation or handling if being stockpiled on site.
- This scope does not include geotechnical services.
- We are assuming no additional permits or approvals are required for these piles. Any efforts related to additional approvals, beyond those described above, are not included.
- A specific project schedule is not included in the proposal. The project schedule and submittal dates will be determined following approval of this ASR by PPR.
- No cost estimating or budgeting is included in this scope of work.
- The scope of work does not include any modeling, study models or illustrative graphics.

Fees

We propose the following fees to be billed monthly on a percent complete basis. We do not anticipate any additional expenses as a result of this effort.

	WM	Standridge	PAE	LandArc	Bearing Architecture	Morgan Holen	Task Total
Task 1	\$14,605.23	\$14,194.44	\$4,550.00	\$2,053.48	\$540.00	\$0.00	\$35,943.15
Task 2	\$14,084.00	\$12,235.86	\$0.00	\$789.80	\$0.00	\$1,263.60	\$28,373.26
Sub Totals	\$28,689.23	\$26,430.3	\$4,550.00	\$2,843.28	\$540.00	\$1,263.60	
Total	\$64,316.41						

Given the time constraints on this project, we would like to get approval for this ASR as soon as possible. Please contact me or Taj Hanson if you have any questions, require clarification, or if we can be of further assistance in expediting approval. We look forward to continuing our work with you at Parklane Park.

We assume that all the terms of our current contract will apply to this proposal.

Thank you for considering this request.

Sincerely,
WALKER MACY

Chelsea McCann
Principal, Landscape Architect

Exhibit B
Walker Macy Contract 30006991
Amendment No 5 - Fee Breakdown

7/5/2023

Additional Services

Request #	Prime or Sub	Amount	Project Task No.
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ASR 10: Add pre-engineered restroom building and move splash pad and irrig controllers to RR bldg plumbing chase, revise grading and drainage plans to accommodate site-generated strippings.

	Total	Task 4 - CD
a Walker Macy	\$ 28,689.23	\$ 28,689.23
b Bearing Architecture (aka DKA)	\$ 540.00	\$ 540.00
c LandArc	\$ 2,843.28	\$ 2,843.28
d Morgan Holen Arborist	\$ 1,263.60	\$ 1,263.60
e PAE	\$ 4,550.00	\$ 4,550.00
f Standridge	\$ 26,430.30	\$ 26,430.30
Total	\$ 64,316.41	\$ 64,316.41

GRAND TOTAL CONTRACT AMENDMENT NO 5

\$ 64,316.41

Fees per Task	Total	Original Contract	CA #1	CA #2	CA #3	CA #4	CA #5
Task 1 - PD	\$ 106,385.00	\$ 106,385.00	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2 - SD	\$ 191,791.00	\$ 176,815.00	\$ 14,976.00	\$ -	\$ -	\$ -	\$ -
Task 3 - DD	\$ 305,674.00	\$ 263,994.00	\$ 36,890.00	\$ 4,790.00	\$ -	\$ -	\$ -
Task 4 - CD	\$ 638,587.41	\$ 404,196.00	\$ 35,140.00	\$ 107,526.00	\$ 27,409.00	\$ -	\$ 64,316.41
Task 5 - CON	\$ 229,194.00	\$ 158,583.00	\$ 19,520.00	\$ 51,091.00	\$ -	\$ -	\$ -
Std Exp - PD	\$ 58,475.00	\$ 58,475.00	\$ -	\$ -	\$ -	\$ -	\$ -
Travel Exp - DD	\$ 21,400.00	\$ 21,400.00	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 1,551,506.41	\$ 1,189,848.00	\$ 106,526.00	\$ 163,407.00	\$ 27,409.00	\$ -	\$ 64,316.41

Prime & Subs Total Fees	Total	Original Contract	CA #1	CA #2	CA #3	CA #4	CA #5	Total Fee Breakdown - Labor & Expenses		
								New Total Travel Expenses	New Total Other Expenses	New Total Labor
Walker Macy	\$ 607,708.23	\$ 505,167.00	\$ 7,510.00	\$ 61,342.00	\$ 5,000.00	\$ -	\$ 28,689.23	\$ 2,500.00	\$ 9,857.00	\$ 595,351.23
DCW Cost Cons	\$ 52,430.00	\$ 31,640.00	\$ -	\$ 9,900.00	\$ 10,890.00	\$ -	\$ -	\$ -	\$ 620.00	\$ 51,810.00
Grindline	\$ 39,447.00	\$ 35,648.00	\$ -	\$ 282.00	\$ 3,517.00	\$ -	\$ -	\$ 4,400.00	\$ 278.00	\$ 34,769.00
Grummel	\$ 40,750.00	\$ 37,481.00	\$ -	\$ 3,269.00	\$ -	\$ -	\$ -	\$ -	\$ 735.00	\$ 40,015.00
Jet Planning	\$ 54,427.00	\$ 54,427.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,067.00	\$ 53,360.00
Lancaster Eng	\$ 39,234.00	\$ 39,234.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 769.00	\$ 38,465.00
LandArc	\$ 31,059.28	\$ 17,289.00	\$ -	\$ 7,925.00	\$ 3,002.00	\$ -	\$ 2,843.28	\$ -	\$ 339.00	\$ 30,720.28
Landau	\$ 183,606.00	\$ 114,522.00	\$ -	\$ 69,084.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 31,490.00	\$ 150,616.00
LittleFish	\$ 60,214.00	\$ 54,820.00	\$ -	\$ 5,394.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 250.00	\$ 56,964.00
MLC Eng (replaced with PAE - CA #4)	\$ 62,662.00	\$ 61,873.00	\$ -	\$ 789.00	\$ -	\$ -	\$ -	\$ -	\$ 1,213.00	\$ 61,449.00
PAE replaced MLC Eng with CA #4	\$ 4,550.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,550.00	\$ -	\$ -	\$ 4,550.00
Morgan Holen	\$ 13,398.60	\$ 10,335.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ 1,263.60	\$ -	\$ 585.00	\$ 12,813.60
Standridge	\$ 167,200.30	\$ 141,352.00	\$ -	\$ (5,582.00)	\$ 5,000.00	\$ -	\$ 26,430.30	\$ -	\$ 2,772.00	\$ 164,428.30
Stenn Design	\$ 86,330.00	\$ 86,060.00	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 8,500.00	\$ 67,830.00
Dangermond Keane (now Bearing Arch)	\$ 108,490.00	\$ -	\$ 99,016.00	\$ 8,934.00	\$ -	\$ -	\$ 540.00	\$ -	\$ -	\$ 108,490.00
	\$ 1,551,506.41	\$ 1,189,848.00	\$ 106,526.00	\$ 163,407.00	\$ 27,409.00	\$ -	\$ 64,316.41	\$ 21,400.00	\$ 58,475.00	\$ 1,471,631.41