

McBRIDE

A R C H I T E C T U R E P C

December 11, 2012

Michael Riscica
City of Portland Facilities Services
1120 SW 5th Avenue, 12th Floor
Portland, OR 97205

Re: 14th Floor Roof Replacement – Penthouse Stucco Replacement, The Portland Building, Portland, Oregon – Additional Services for Extension of Contract Period

Dear Michael:

We are pleased to submit the following proposal for additional services for the 14th floor roof replacement and the Penthouse Stucco Replacement at the Portland Building. The following is our understanding of the project and our fee proposal for additional services.

PROJECT DESCRIPTION

The 14th floor roof area of the Portland Building is approximately 5,200 square feet. The current system is a fluid-applied roof membrane. We propose replacing it with a sheet-applied waterproofing system with limited odor-producing adhesives and accessories.

The penthouse of the Portland Building is a 3,100 square foot metal-framed structure with a painted stucco finish. The penthouse is located on the main roof which is planted as an extensive eco-roof. The penthouse roof is also an extensive eco-roof. We propose to remove the existing stucco system, repair water damage and replace the stucco system with a new stucco system incorporating principles of rain screen design.

SCOPE OF PROPOSED ADDITIONAL WORK

The Contract Period is being extended by 32 working days to allow for additional time requested by the Contractor for unforeseen construction issues. The extension will require additional site visits, project meetings, meeting notes/field reports and general construction-related correspondence.

ADDITIONAL SERVICES PROVIDED

- Attend 11 additional on-site project meetings and provide meeting minutes.



Michael Riscica
November 15, 2012
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(Christine Rumi). *Our original proposal for the stucco replacement included 4 project meetings.*

- Attend 3 additional on-site project meetings. (Phil Strand) *Our original proposal for the roof replacement included 8 project meetings.*
- Attend 4 additional site visits, not associated with project meetings. (Christine or Phil)
- Provide field reports/ additional punch lists to track progress and identify deficiencies to be corrected. (Christine or Phil)
- Review and process 4 additional pay applications. (Christine)

ADDITIONAL SERVICES NOT INCLUDED

- Structural engineering services.
- Mechanical, electrical and plumbing engineering services.

PROPOSED SCHEDULE

October 13, 2012	Original Substantial Completion
October 31, 2012	Original Final Completion
November 28, 2012	New Date of Substantial Completion
December 30, 2012	New Date of Final Completion

FEE PROPOSAL

We propose to provide the indicated services on a time and expense basis not to exceed \$7,540 plus \$100 for expenses unless authorized in writing by the City of Portland, in accordance with the current rate schedule.

We look forward to being of service to the City of Portland. Please do not hesitate to call me if you have any questions about our proposal.

Sincerely,



Richard L. McBride, AIA, President
MCBRIDE ARCHITECTURE PC

RLM:cr

cc: bookkeeping, file



185944

AMENDMENT NO. 2

CONTRACT NO. 30002480
FORA/E Services for The Portland Building 14th Floor Roof ReplacementPursuant to Ordinance No. n/a

This Contract was made and entered into on December 30, 2011 by and between McBride Architecture, P.C., 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. A sole source contract for A/E services for The Portland Building 14th Floor Roof Replacement project was awarded to McBride Architecture. The Agreement amount was \$15,480 with an expiration date of December 31, 2012.
2. Amendment No. 1, dated December 19, 2012, increased the contract amount \$3,640 for a total contract amount of \$19,120 to allow for A/E services for The Portland Building 14th Floor Roof Replacement project. Additional services includes: Additional site visits, attend additional on-site project meetings, provide meeting notes/field reports, and general construction-related correspondence. The Contract was also extended through February 28, 2013 to allow for completion of the work.
3. Additional A/E services in the amount of \$7,640 for The Portland Building 14th Floor Roof Replacement project are necessary as described in the attached proposal dated December 11, 2012 (Exhibit A). Additional services include: Attend additional on-site project meetings and provide meeting minutes, attend additional site visits, provide field reports/additional punch lists and review and process additional pay applications.
4. The City of Portland and the Contract wish to amend Contract No. 30002480 to increase the contract by \$7,640 to provide additional A/E services for The Portland Building 14th Floor Roof Replacement project, as described in #3 above, for a new total contract amount of \$26,760.

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.

McBride Architecture, P.C.By: Richard L. McBride Date: 1/3/13Name: RICHARD L. MCBRIDE

Title: PRESIDENT

Address: P.O. Box 13705, Portland, OR 97213-0705

Telephone: 503-916-1808

Contract No. 30002480 Amendment/Change Order No. 2

Contract Title: A/E Services for The Portland Building 14th Floor Roof Replacement Project

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form: APPROVED AS TO FORM

By: James H. Van Dyke Date: 2/7/13
Office of City Attorney
CITY ATTORNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/24/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

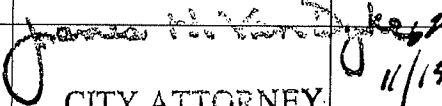
PRODUCER Kibble & Prentice, a USI Co PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: PL.CertRequest@kpcom.com														
INSURED McBride Architecture, P.C. P.O. Box 13705 Portland, OR 97212-0705	<table border="1"> <thead> <tr> <th data-bbox="803 451 1421 472">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1421 451 1557 472">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 472 1421 493">INSURER A: Travelers Indemnity Co. of Amer</td> <td data-bbox="1421 472 1557 493">25666</td> </tr> <tr> <td data-bbox="803 493 1421 514">INSURER B: Travelers Casualty & Surety Co.</td> <td data-bbox="1421 493 1557 514">31194</td> </tr> <tr> <td data-bbox="803 514 1421 535">INSURER C: Travelers Indemnity Co of Ameri</td> <td data-bbox="1421 514 1557 535">25666</td> </tr> <tr> <td data-bbox="803 535 1421 556">INSURER D:</td> <td data-bbox="1421 535 1557 556"></td> </tr> <tr> <td data-bbox="803 556 1421 577">INSURER E:</td> <td data-bbox="1421 556 1557 577"></td> </tr> <tr> <td data-bbox="803 577 1421 598">INSURER F:</td> <td data-bbox="1421 577 1557 598"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co. of Amer	25666	INSURER B: Travelers Casualty & Surety Co.	31194	INSURER C: Travelers Indemnity Co of Ameri	25666	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6800558M677	04/30/2012	04/30/2013	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
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C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA0557M619	04/30/2012	04/30/2013	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			UB6616Y34610	04/30/2012	04/30/2013	<table border="1"> <tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
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B	Professional Liability			105329836	08/24/2012	08/24/2013	<table border="1"> <tr><td>\$1,000,000 per claim</td></tr> <tr><td>\$2,000,000 annl aggr.</td></tr> </table>	\$1,000,000 per claim	\$2,000,000 annl aggr.												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Architectural Services to Restore Exterior Envelope of the Portland Building
 City of Portland is named as an Additional Insured on the General Liability Policy, with respects to operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Portland
Office of Management and Finance
Diane Seaton
1120 SW 5th Avenue
Portland, OR 97204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sheri Huntington

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.