

186022



CITY OF PORTLAND

OFFICE OF MANAGEMENT AND FINANCE

Charlie Hales, Mayor
 Jack D. Graham, Chief Administrative Officer
 Bryant Enge, Director, Bureau of Internal Business Services

Robert F. Kieta, Manager

Facilities Services

1120 S.W. Fifth Avenue, Rm. 1204

Portland, Oregon 97204-1912

(503) 823-5288

FAX (503) 823-6924

TTY (503) 823-6868

CONTRACT # 30001405CHANGE ORDER # 008

Project Name: Union Station Facility Improvements
 Phase II
Company: P&C Construction Company
Address: 2133 NW York St
City, State, Zip: Portland, OR 97210

Project Number: MF00000002 (II)
 MF00050001 (IIb)
Bid Number: 111349
Current Substantial Completion Date: 03/04/13 (Ph II)
 03/04/13 (Ph IIb)

The Parties hereby agree as follows:

		Phase II only	Phase IIb only	TOTAL
COR 029 R1	CO correction to match approved COR	\$ 0.00	\$ (4,067.00)	\$ (4,067.00)
COR 086	Additional crack repair for bronze doors	\$ 0.00	\$ 3,601.00	\$ 3,601.00
COR 109	Replace broken pane in steel window	\$ 0.00	\$ 591.00	\$ 591.00
COR 111	Credit on bronze door cracks	\$ 0.00	\$ (2,567.00)	\$ (2,567.00)
COR 112	Repair door E113	\$ 0.00	\$ 1,520.00	\$ 1,520.00
COR 113	Door hardware lever substitution	\$ 0.00	\$ (888.00)	\$ (888.00)
COR 114	Replacement glass	\$ 0.00	\$ 5,468.00	\$ 5,468.00
COR 115	Sandstone patching	\$ 0.00	\$ 3,708.00	\$ 3,708.00
COR 116	Added scope for window and sashes	\$ 0.00	\$ 6,501.00	\$ 6,501.00
COR 120	Cut and remove existing asphalt at door W101	\$ 0.00	\$ 294.00	\$ 294.00
Reconciliation of TOTALS miscalculation on CO 006		\$ 0.00	\$ 100.00	\$ 100.00
TOTALS		\$ 0.00	\$ 14,261.00	\$ 14,261.00

Change Order Amount \$ 14,261.00

Change in total Contract Time:

0 days

Revised Phase II Substantial Completion Date:

n/a

Revised Phase IIb Substantial Completion Date:

n/a

The agreed upon price and additional contract time, if any, resolves all issues of contract time and compensation in accordance with City of Portland General Conditions of the Contract for Construction 'B' (Section 109.16)

Original Contract Amount	\$ 4,300,500.00	Net change of total
Total Previous Change Order Amounts	\$ 2,641,567.00	change orders from
This Change Order Amount	\$ 14,261.00	original contract amount
Total Change Orders plus Original Contract Amount	\$ 6,956,328.00	61.8%

 Contractor's Representative Date 3/26/13	 Director, Bureau of Internal Business Services (if required) Date 4/17/13
 City of Portland - Owner Date 4/1/13	 Chief Procurement Officer Date
 Design Consultant Date 3-29-13	 Mayor or Commissioner (if required) Date
 City Engineer Date 4-3-13	

An Equal Opportunity Employer

To help ensure equal access to programs, services and activities, the Office of Management & Finance will reasonably modify policies/procedures and provide auxiliary aids/services to persons with disabilities upon request.



CERTIFICATE OF LIABILITY INSURANCE

186022

OP ID: BD

DATE (MM/DD/YYYY)

09/27/12

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 Anchor Insurance & Surety, Inc 11 SW 12th Ave., Suite 500 Portland, OR 97205-2030 Bridget P. Dooney	503-224-2500 503-224-9830	CONTACT NAME: Bridget Dooney PHONE (A/C, No, Ext): 503-224-2500 E-MAIL ADDRESS: bdooney@anchorias.com PRODUCER CUSTOMER ID #: P&CCO-1	FAX (A/C, No):
INSURED P & C Construction Co. 2133 NW York Portland, OR 97210-2108		INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company INSURER B: Phoenix Insurance Company INSURER C: SAIF Corporation INSURER D: Westchester Fire Insurance Co. INSURER E: Illinois Union Insurance Co. 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.

TYPE OF INSURANCE	ADDL/SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	DTCO526D709AIND12	10/01/12	10/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
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		DT810526D709ATIL12	10/01/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		G22016623 006	10/01/12	10/01/13	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000 \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	345457	10/01/12	10/01/13	<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
CONTRACTORS POLLUTION LIABILITY		CPY G24646002 003	10/01/12	10/01/13	PER OCC 5,000,000 AGGREGATE 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Union Station Facility Improvements Phase Two. The City of Portland, its officers, employees and agents, the Oregon Department of Transportation, its officers, employees and agents are additional insureds on the GL per the attached endorsement CGD246. Coverage is primary and non-contributory.

CERTIFICATE HOLDER PORTL-4 City of Portland Procurement Services 1120 SW Fifth Ave., Rm 750 Portland, OR 97204-1912	CANCELLATION 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
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

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





EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/21/2012

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Anchor Insurance & Surety, Inc. 1201 SW 12th Ave., Suite 500 Portland, OR 97205-2030 James P. Dooney		PHONE (A/C, No, Ext): 503-224-2500	COMPANY Travelers Prop Cas Co of Amer	
FAX (A/C, No): 503-224-9830	E-MAIL ADDRESS:		186022	
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: P&CCO-1				
INSURED P & C Construction Co. and as listed below 2133 NW York Street Portland, OR 97210-2108			LOAN NUMBER	POLICY NUMBER QT6601190R654TIL10
EFFECTIVE DATE 07/01/10		EXPIRATION DATE 01/31/13		CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION 800 NW 6th Avenue PortlandOR	Union Station Facility Improvements Phase II
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 EVIDENCE OF PROPERTY INSURANCE 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.	

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
"ALL RISK" BUILDERS RISK EXCLUDING EARTHQUAKE AND FLOOD ON SITE IN TRANSIT OFF SITE ** DEDUCTIBLE: ALL RISK - \$5,000	\$7,000,000 \$100,000 \$100,000	** ** **

REMARKS (Including Special Conditions)

NAMED INSURED: P&C CONSTRUCTION CO.; CITY OF PORTLAND PROCUREMENT SERVICES AND ITS OFFICERS, AGENTS AND EMPLOYEES, STATE OF OREGON, OREGON TRANSPORTATION COMMISSION AND ITS MEMBERS, OREGON DEPARTMENT OF TRANSPORTATION, ITS OFFICERS AND EMPLOYEES AND SUBCONTRACTORS OF EVERY TIER.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Portland Procurement Services 1120 SW 5th Ave, Room 750 Portland, OR 97204	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	X NAMED INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	