

EXHIBIT A

AMENDMENT NO. 3

CONTRACT NUMBER 41089

FOR FURNISHING

**Annual Requirement Furnishing
Pipe Cleaning and Investigative Service**

Execution of Contract Through May 31, 2010

Department of Mayor, Various City of Portland Bureaus

This Contract, made and entered into on 19th day of June 2007, between Moore Excavation, Inc. 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. This Contract is hereby amended to increase funding by \$600,000. The new contract will be \$1,800,000.
2. All other terms and conditions remain the same

Moore Excavation Inc.

BY _____

(Name and Title)

Approved as to form:

Address: PO Box 30569
Portland OR 97294

APPROVED AS TO FORM

Telephone No: (503)252-1180
Fax No: (503)252-1730

[Signature]
City Attorney
CITY ATTORNEY

City of Portland

BY _____

Purchasing Agent

DATE TYPED: December 3, 2009

TRIPPLICATE

BID NUMBER 107357

188436
JUN 27 2007

CONTRACT NUMBER 41098

RECL

JUN 12 2007

FOR

Ans'd.....

**ANNUAL REQUIREMENT FURNISHING
PIPE CLEANING AND INVESTIGATIVE SERVICES**

Department of **Mayor, Various City Of Portland Bureaus**

This Contract, made and entered into this 19 day of June, 2007, by and between **Moore Excavation Inc.**, 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,

WITNESSETH:

The parties hereto mutually covenant and agree to and with each other as follows:

ARTICLE I. For and in consideration of the unit prices set forth here in below, to be paid by City, Contractor hereby agrees as follows:

- A. To provide **pipe cleaning and investigation services** in the manner and at the frequencies set forth in the specification from the date of this contract through **May 31, 2008** subject to cancellation by either party by giving at least a thirty (30) days written notice to the other party.
- B. That all labor, material, equipment and supervisor shall be in accordance with:
 - 1. The specifications.
 - 2. The Standard Specifications for Construction filed in the Office of the City Auditor dated January, 2002 Edition as revised in January, 2006.
 - 3. The Contractor's bid accepted by the Purchasing Agent on **June 4, 2007**.Said documents on file in the Office of the City Auditor, and by reference made a part of the contract.
- C. To pay all royalties and license fees and to save the City free from all loss or damage that may result from the wrongful or unauthorized use of any potential article or process.
- D. That this contract or any interest herein shall not be transferred to any party/parties without the prior written consent of the City. In the event of transfer without prior written consent, the City may refuse to carry out this agreement with either the transferor or transferee and yet retain and reserve all rights of action for any breach of contract committed by Contractor.
- E. That no officer or employee of the City is or shall be entitled to any share, part or benefit(s) derived from this contract.

- F. To make all necessary repairs and replacements to remedy all defects, breaks, or failures in work performed under the specifications without cost to the City and in a manner satisfactory to the City Engineer.
- H. To provide Commercial General Liability Insurance in accordance with the specifications protecting the City and Contractor in sums not less than \$1,000,000 for bodily injury and \$1,000,000 for property damage per occurrence, OR a single limit policy in the minimum amount of \$1,000,000 covering all claims per occurrence.
- I. That the City may elect to cancel or terminate this contract if Contractor willfully fails or refuses to faithfully perform in accordance with the terms of this agreement.
- J. Since City Funds will be used for this project, Contractor shall abide by all regulations applicable hereto.
- K. All rights of action for any breach of this contract by Contractor are reserved to the City.
- L. The Prevailing Wage Rates for this project shall be the rates published by Oregon Bureau of Labor and Industries (BOLI) on **January 1, 2007**, which are hereby incorporated into this contract by this reference.

ARTICLE II. The item numbers, quantities, description and unit prices applicable under this contract are as follows:

Item No	Description	Est.		Moore
		Quant	SKU	Excavation Unit Price
Schedule 1 Cleaning Services Main Line Sewers (Hydro-jetting, Vacuum Cleaning) 3" to 72" Pipes				
1	First Hour Rate - Lead Person	1	HR	\$400.00 ✓
2	Normal Hour Rate - Lead Person	1	HR	\$125.00 ✓
3	Normal Hour Rate - Support Personnel	1	HR	\$60.00 ✓
4	After Hour Rate - Lead Person	1	HR	\$145.00
5	After Hour Rate - Support Personnel	1	HR	\$80.00
6	Holiday Hour Rate - Lead Person	1	HR	\$145.00
7	Holiday Hour Rate - Support Personnel	1	HR	\$80.00
Schedule 2 - Cleaning Services (Continuous Rodding Machine) 3" to 8" Pipe				
1	First Hour Rate - Lead Person	1	HR	\$700.00 ✓
2	Normal Hour Rate - Lead Person	1	HR	\$185.00 ✓
3	Normal Hour Rate - Support Personnel	1	HR	\$65.00 ✓
4	After Hour Rate - Lead Person	1	HR	\$225.00
5	After Hour Rate - Support Personnel	1	HR	\$90.00
6	Holiday Hour Rate - Lead Person	1	HR	\$240.00
7	Holiday Hour Rate - Support Personnel	1	HR	\$100.00
Schedule 3 - Inspection Services (Video Camera Service Branches) 3" to 8" Pipe				
1	First Hour Rate - Lead Person	1	HR	\$400.00
2	Normal Hour Rate - Lead Person	1	HR	\$100.00
3	Normal Hour Rate - Support Personnel	1	HR	\$60.00
4	After Hour Rate - Lead Person	1	HR	\$125.00
5	After Hour Rate - Support Personnel	1	HR	\$80.00
6	Holiday Hour Rate - Lead Person	1	HR	\$125.00
7	Holiday Hour Rate - Support Personnel	1	HR	\$80.00
8	Lateral Launch up to 100' (per each launch)	1	EA	\$175.00
Schedule 4 - Inspection Services (Video Camera Main Line Sewers 8" to 72" Pipes)				
1	First Hour Rate - Lead Person	1	HR	\$400.00
2	Normal Hour Rate - Lead Person	1	HR	\$100.00
3	Normal Hour Rate - Support Personnel	1	HR	\$60.00
4	After Hour Rate - Lead Person	1	HR	\$125.00
5	After Hour Rate - Support Personnel	1	HR	\$80.00
6	Holiday Hour Rate - Lead Person	1	HR	\$125.00
7	Holiday Hour Rate - Support Personnel	1	HR	\$80.00

**Schedule 5 - Locating Services - Electronic
Leak Detection**

1	First Hour Rate - Lead Person	1	HR	\$450.00
2	Normal Hour Rate - Lead Person	1	HR	\$125.00
3	Normal Hour Rate - Support Personnel	1	HR	\$65.00
4	After Hour Rate - Lead Person	1	HR	\$165.00
5	After Hour Rate - Support Personnel	1	HR	\$80.00
6	Holiday Hour Rate - Lead Person	1	HR	\$165.00
7	Holiday Hour Rate - Support Personnel	1	HR	\$80.00

Electronic Pipe Locating

1	First Hour Rate - Lead Person	1	HR	\$500.00
2	Normal Hour Rate - Lead Person	1	HR	\$110.00
3	Normal Hour Rate - Support Personnel	1	HR	\$70.00
4	After Hour Rate - Lead Person	1	HR	\$125.00
5	After Hour Rate - Support Personnel	1	HR	\$100.00
6	Holiday Hour Rate - Lead Person	1	HR	\$125.00
7	Holiday Hour Rate - Support Personnel	1	HR	\$100.00

**Schedule 6 - Pumping Services (Sewer &
Septage Systems & Catch Basins)**

1	First Hour Rate - Lead Person	1	HR	\$400.00
2	Normal Hour Rate - Lead Person	1	HR	\$125.00
3	Normal Hour Rate - Support Personnel	1	HR	\$60.00
4	After Hour Rate - Lead Person	1	HR	\$145.00
5	After Hour Rate - Support Personnel	1	HR	\$80.00
6	Holiday Hour Rate - Lead Person	1	HR	\$145.00
7	Holiday Hour Rate - Support Personnel	1	HR	\$80.00

**Vacuum Excavation Services & Vacuum
Disposal of Waste**

1	First Hour Rate - Lead Person	1	HR	\$400.00
2	Normal Hour Rate - Lead Person	1	HR	\$125.00
3	Normal Hour Rate - Support Personnel	1	HR	\$60.00
4	After Hour Rate - Lead Person	1	HR	\$145.00
5	After Hour Rate - Support Personnel	1	HR	\$80.00
6	Holiday Hour Rate - Lead Person	1	HR	\$145.00
7	Holiday Hour Rate - Support Personnel	1	HR	\$80.00

**Schedule 7 - Service Branch Repair (4" to 8"
Sewers Servicing Buildings)**

1	Mobilization, <u>Open Cut Repair</u>	1	LS	\$5,000.00
2	4" - 8" Open Cut, 0 - 4.9' Deep	1	LF	\$130.00
3	4" - 8" Open Cut, 5.0 - 15.9' Deep	1	LF	\$200.00
4	4" - 8" Open Cut, 16.0' Deep or Greater	1	LF	\$250.00
5	Mobilization, <u>Slip Lining</u>	1	LS	\$5,000.00
6	4" - 8" Slip Lining, 0 - 4.9' Deep	1	LF	\$50.00

7	4" - 8" Slip Lining, 5.0 - 15.9' Deep	1	LF	\$60.00
8	4" - 8" Slip Lining, 16.0' Deep or Greater	1	LF	\$75.00
9	Mobilization - <u>Pipe Bursting</u>	1	LS	\$5,000.00
10	4" - 8" Pipe Bursting, 0 - 4.9' Deep	1	LF	\$85.00
11	4" - 8" Pipe Bursting, 5.0 - 15.9' Deep	1	LF	\$90.00
12	4" - 8" Pipe Bursting, 16.0' Deep or Greater	1	LF	\$95.00
13	Mobilization - <u>Cured-In-Place-Liner (CIPP)</u>	1	LS	\$12,000.00
14	4" - 8" Cured in Place Liner, 0 - 4.9' Deep	1	LF	\$65.00
15	4" - 8" Cured in Place Liner, 5.0 - 15.9' Deep	1	LF	\$75.00
16	4" - 8" Cured in Place Liner, 16.0' Deep or Greater	1	LF	\$85.00

Schedule 8 - Backside Water Service Repair

1	Normal Hour Rate - Lead Person	1	HR	\$385.00
2	Normal Hour Rate - Support Personnel	1	HR	\$60.00
3	After Hour Rate - Lead Person	1	HR	\$450.00
4	After Hour Rate - Support Personnel	1	HR	\$80.00
5	Holiday Hour Rate - Lead Person	1	HR	\$475.00
6	Holiday Hour Rate - Support Personnel	1	HR	\$90.00

Schedule 9 - Restoration & Resurfacing

1	Crushed Aggregate Pipe Zone Bedding and Trench Backfill	1	CY	\$46.00
2	Crushed Aggregate Pavement Base	1	SY	\$39.00
3	HMAC Level 2 Pavement, 2"	1	SY	\$145.00
4	Misc. Concrete 3000 PSI Surface Restoration for Outside of Roadway	1	SY	\$155.00
5	Imported Topsoil Surface Restoration	1	SY	\$32.00
6	Bark Mulch Surface Restoration	1	SY	\$55.00
7	Grass Surface and Plant Material Restoration	1	HR	\$120.00

ARTICLE III. In consideration of the premises, and in accordance with the provisions for acceptance and payment for work set forth in the specification and the Standard Specifications for Construction dated January, 2002 Edition as revised January, 2006 and Section 109 of the Special Specifications, City hereby agrees to pay contractor monthly upon submission and approval of invoices in amounts based upon the rates set forth hereunder.

ARTICLE IV. It is understood and agreed by the parties hereto that:

- A. All unit prices contained herein are on an "in place" basis. Where quantities are approximated, payment will be made at the unit prices indicated for the actual materials furnished and work performed.
- B. Any reference in this contract to the specifications is intended as convenience to the parties in the administration of the contract. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this contract of any provision of the specifications is not

intended, nor shall such be construed to change, alter, modify, amend, or delete the requirements of the specifications.

All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to the contract as evidence by but not limited to the provisions of Appendix "A" attached hereto and by this reference made a part of this contract.

IN WITNESS WHEREOF, Contractor and City have caused this contract to be executed in triplicate by their duly authorized representative(s), all on the day and year first above written.

(Affix Corporate Seal)

Moore Excavation Inc.

BY

[Signature]

Jim Hall, V.P. of Operations
(Print Name and Title)

APPROVED AS TO FORM
Approved as to Form:

[Signature]

CITY ATTORNEY
City Attorney

Address:

PO Box 30569
Portland OR 97294-3569

Telephone No:

(503) 252-1180

Fax No:

(503) 252-1730

STATE OF OREGON
CONTRACTORS BOARD NUMBER

28397

CITY OF PORTLAND
BUSINESS LICENSE NUMBER

171604

CITY OF PORTLAND

BY

[Signature]

Purchasing Agent

CENTER CODE: Various PROJECT CODE: Various INITIALS: dj DATE TYPED: June 4, 2007
FUNDING: City

APPENDIX A

Contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules, ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.

- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

- Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

- Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

Pursuant to ORS 279B.235(1), in every public contract the contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et. seq.)

- Pursuant to ORS 279C.515(1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

- Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

- Pursuant to ORS 279C.515(3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be

required to work. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.
- Pursuant to ORS 279C.580 (a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580(3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515 (2).
- Pursuant to ORS 279C.580 (3), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830 (2), in a public works contract subject to ORS 279C.800 to 279C.870 the Contractor shall pay fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825(1). The fee shall be paid to the Commissioner pursuant to the administrative rule of the Commissioner.

