

AMENDMENT NO. 3

CONTRACT NO. 37100

FOR

FANNO BASIN PUMP STATION PRESSURE MAIN – GARDEN HOME SECTION

Pursuant to Ordinance No. \_\_\_\_\_

This Contract was made and entered by and between CH2M Hill, 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. Additional work is necessary as described in Exhibit A of this amendment.
2. Additional compensation is necessary and shall not exceed \$68,931. The project task budget amounts are adjusted as indicated in Exhibit A, Section IV Payment Schedule. The new not-to-exceed total contract amount is \$434,489.

All other terms and conditions shall remain unchanged and in full force and effect.

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.

**CONTRACTOR SIGNATURE:**

CH2M HILL

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: David W. Green

Title: Vice President

Address: 2020 SW 4<sup>TH</sup> Avenue, Suite 300, Portland, OR 97201-4953

Telephone: 503-235-5000

Contract No. 37100

Amendment No. 3

Contract Title: FANNO BASIN PUMP STATION PRESSURE LINE – GARDEN HOME SECTION

**CITY OF PORTLAND SIGNATURES:**

By: \_\_\_\_\_  
Purchasing Agent

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Elected Official

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
Office of City Auditor

Date: \_\_\_\_\_

Approved as to Form:

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Office of City Attorney  
**CITY ATTORNEY**

Date: 11/19/09

**EXHIBIT A**  
**Amendment No. 3 – Contract No. 37100**

**Fanno Basin Pump Station Pressure Main – Garden Home Section**

The following additions to the originally authorized and previously amended scope of work and payment schedule are necessary for the development of the project:

**I PROJECT BACKGROUND**

The scope of work in the original contract (Ordinance 180541) and Amendment No. 1 (Ordinance 182203) for the replacement pipeline was based on maintaining the existing firm capacity of 24-cfs. BES Systems Analysis modeling of the Fanno Basin sewage collection and conveyance system has demonstrated that the Fanno Basin (FABA) pump station's firm pumping capacity must be increased from 24-cubic feet per second (cfs) to a minimum of 40-cfs in order to effectively capture and convey the peak flows generated in a design storm event. In addition multiple joint failures, and associated sewage releases have occurred in the Garden Home section of the FABA PS pressure line.

In order to accommodate the increased flow requirement BES has decided to replace the existing single 32-inch O.D. high density polyethylene (HDPE) pipe that comprises the Garden Home Section of the FABA pump station pressure line with two parallel 30-inch nominal welded steel pipelines. A fiber optic conduit system will also be installed along the entire alignment. BES has asked the Contractor to assist in resolving these issues by completing the additional tasks described in this amendment.

Modifications to the proposed design and non-budgeted tasks have resulted in an increased level of effort for the design. These additional tasks include: coordination with Vigil-Agrimis with regard to permitting and floodplain issues; participation at additional project meetings; coordination with Portland Bureau of Transportation (PBOT) survey; field meetings with PBOT survey; coordination with PBOT right-of-way agents; additional project coordination meetings resulting from longer design period; multiple permanent and temporary easement revisions; revisions of existing casing location based on new construction survey data; revisions to a combined air release valve (CARV) vault; CARV vault location changes; design of new access road; design of new retaining wall; attendance at and participation in a value engineering (VE) workshop; the addition of a new fiber optic conduit system to plans; preparation of multiple exhibits; and potential alignment revision at the Garden Home Recreation Center.

**III SCOPE OF WORK**

**Task 1 – Project Management**

Additional meetings and coordination with Vigil-Agrimis, coordination meetings with the PBOT survey section, both in office and in the field,

coordination with the assigned PBOT right-of-way agent and attendance at a VE workshop.

Contractor will also attend up to 8 additional project meetings, which are anticipated to be 4 hours per meeting.

## **Task 2 – Design Services**

Contractor will revise the plans and ancillary deliverables for twin steel pressure lines.

The additional work will include: revisions of existing casing location based on new construction survey data; revisions to CARV vault; CARV vault location changes; profile modification resulting from the CARV vault move; alignment modifications resulting from pump station changes; design of new access road; changes to cost estimate; design of new retaining wall; the addition of new fiber optic conduit to plans; preparation of multiple exhibits for both right-of-way and alignment; and potential alignment revision at the Garden Home Recreation Center.

### **Items to be provided by BES**

1. General conditions and front end Specifications
2. Survey data and ROW widths

### **Items to be delivered by Contractor**

Final Review design deliverables will be as follows:

1. Final review plans and specifications in "pdf" format.
2. Final review plans in half size and full sized, unbound and unstamped.
3. Final review technical specifications, unbound and unstamped.

### **Final design deliverables will be as follows:**

1. One electronic drawing set, one .pdf drawing set, one set of full-size signed and stamped drawings, and one set of half-size signed and stamped drawings will be submitted.
2. Technical Specifications. One electronic copy and one un-bound copy will be delivered.
3. Geotechnical Findings report. One electronic copy, one un-bound copy, and one comb-bound copy will be delivered.
4. 100% Opinion of Cost

## IV PAYMENT SCHEDULE – Project Task Budget Adjustments

TASK	DESCRIPTION	Current Amended Task Budget Amounts	Amendment No. 3 Amounts	Adjusted Task Budget Amounts
1.0	Project Management	\$ 49,808	\$ 7,107	\$ 56,915
2.0	Design Services	\$ 277,621	\$ 61,824	\$ 339,445
3.0	Services during Bidding	\$ 9,306	\$ 0	\$ 9,306
4.0	Services during Construction	\$ 28,823	\$ 0	\$ 28,823
<b>Total Contract Amounts</b>		<b>\$ 365,558</b>	<b>\$ 68,931</b>	<b>\$ 434,489</b>

Summary of the Originally Authorized Contract amount, and Approved and Proposed Amendments		Percentage of the original Authorized Contract Amount
Contract No. 37100, authorized by Ordinance No. 180541, Passed by the Council October 25, 2006	\$ 145,338	100%
Amendment No. 1, authorized by Ordinance No. 182203	\$ 160,272	110.28%
Amendment No. 2, authorized by Ordinance No. 182845	\$ 59,948	41.25%
Proposed Amendment No. 3	\$ 68,931	47.43%
<b>Total Amount of Approved and Proposed Contract Amendments</b>	<b>\$ 289,151</b>	<b>198.95%</b>

**MARSH**

**CERTIFICATE OF INSURANCE**

CERTIFICATE NUMBER  
SEA-000976543-01

**PRODUCER**  
MARSH USA, INC.  
1225 17TH STREET, SUITE 2100  
DENVER, CO 80202-5534

15114 -00124-ALL- PDX 976543

**INSURED**  
CH2M HILL, INC.  
825 N.E. MULTNOMAH, SUITE 1300  
PORTLAND, OR 97232-2146

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

COMPANY  
A ZURICH AMERICAN INSURANCE COMPANY

COMPANY  
B AMERICAN ZURICH INSURANCE CO.

COMPANY  
C

COMPANY  
D

**COVERAGES** This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> \$500,000 SIR	GLO3784726-02	05/01/06	05/01/07	GENERAL AGGREGATE \$ 5,000,000
					PRODUCTS - COMP/OP AGG \$ 5,000,000
					PERSONAL & ADV INJURY \$ 1,500,000
					EACH OCCURRENCE \$ 1,500,000
					FIRE DAMAGE (Any one fire) \$ 1,500,000
					MED EXP (Any one person) \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP8378516-11	05/01/06	05/01/07	COMBINED SINGLE LIMIT \$ 2,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				EACH ACCIDENT \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
B A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC8378566-12 (AOS)	05/01/06	05/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS EL EACH ACCIDENT \$ 1,000,000
		WC8378565-11 (WI & MA)	05/01/06	05/01/07	EL DISEASE-POLICY LIMIT \$ 1,000,000
		WC3784761-01 (HI & ID)	05/01/06	05/01/07	EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	<b>OTHER</b>				

APPROVED AS TO FORM  
*Linda Meng*  
CITY ATTORNEY

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

PROJECT MANAGER: TIM YAMADA  
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR TO THE AUTOMOBILE LIABILITY AND AS PER THE BLANKET ENDORSEMENT TO THE GENERAL LIABILITY POLICY. COVERAGE PROVIDED BY THE ABOVE GENERAL LIABILITY AND AUTO POLICIES SHALL BE PRIMARY AND IS LIMITED TO THE LIABILITY RESULTING FROM THE NAMED INSURED'S OWNERSHIP AND/OR OPERATIONS.

**CERTIFICATE HOLDER**

CITY OF PORTLAND  
ATTN: DAN HERBERT  
5001 NORTH COLUMBIA BOULEVARD  
PORTLAND, OR 97203

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.  
BY: Dorothy A. Stevens *Dorothy A. Stevens*  
MM1(3/02) VALID AS OF: 09/15/06

# MARSH

## CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
SEA-000976546-01

**PRODUCER**

MARSH USA, INC.  
1225 17TH STREET, SUITE 2100  
DENVER, CO 80202-5534

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**COMPANIES AFFORDING COVERAGE**

- COMPANY  
A ZURICH AMERICAN INSURANCE COMPANY
- COMPANY  
B
- COMPANY  
C
- COMPANY  
D

15114 -00005-ALL1-2000 PDX 976546

**INSURED**

CH2M HILL, INC.  
825 N.E. MULTNOMAH, SUITE 1300  
PORTLAND, OR 97232-2146

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
A	<b>PROFESSIONAL LIABILITY*</b> OTHER	EOC3829621-04	05/01/06	05/01/07	\$1,000,000 EACH CLAIM AND TOTAL FOR ALL CLAIMS

APPROVED AS TO FORM

*Tim Yamada*  
CITY ATTORNEY

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

PROJECT MANAGER: TIM YAMADA  
\*FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

**CERTIFICATE HOLDER**

CITY OF PORTLAND  
ATTN: DAN HERBERT  
5001 NORTH COLUMBIA BOULEVARD  
PORTLAND, OR 97203

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MARSH USA INC.

By: Dorothy A. Stevens *Dorothy A. Stevens*

MM1(3/02)

VALID AS OF: 09/15/06