

## EXHIBIT A - AMENDMENT NO. 3

CONTRACT NO. 38401

FOR

Professional Services For Engineering Design And Services During Construction  
For The  
Argyle & 13<sup>th</sup> Lake Pump Station Remodel

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

This Contract was made and entered by and between David Evans and Associates, 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. The contract term is extended through June 30, 2012.
2. Additional work is necessary for the development of the project: The following are **additions** to the authorized original and Amendments #1 and #2 scopes of work.

**SCOPE OF WORK****TASK 5: SERVICES BEYOND FINAL DESIGN**

**Task 5 Key Team Members: Craig Sheahan, Phil Boultinghouse, Jim Gilmer, André D. Maré, PE, GE, and Gregg Scholz**

Services beyond final design may include services during bidding and construction. At the completion of the construction, DEA would assist BES with startup and project closeout.

**Services During Bidding**

DEA will assist the City during the advertising, bidding and award of this project. DEA will provide written responses to all questions and requests for information and generate any required addenda to the representing the design perspective in resolving construction conflicts and disputed issues.

**Services During Construction**

BES will provide the overall construction management. DEA and their subconsultants will provide services during this phase of the work. DEA or designated subconsultant will attend the pre-construction conference with the selected Contractor. DEA's structural engineer will complete four (4) site inspections and field reports. Once the construction is underway, DEA and/or their subconsultants will review shop-drawing submittals for compliance with the specifications. Based on our experience with previous pump station projects, we estimate approximately 40 to 60 submittals. DEA or designated subconsultant will also attend up to four (4) team meetings assist in resolving design issues and providing general interpretations of the design. The team will assist in identifying items of concern and provide written or verbal responses as necessary. The team will also provide sketches or drawings to help clarify design issues.

**Startup and Project Closeout**

DEA or designated subconsultant will assist the city during the startup and project closeout phases of

the work. Jim Gilmer will be the primary team member involved during this phase. The team would prepare an O&M manual in accordance with BES guidelines for pump station O&M manuals. Jim Gilmer has completed multiple manuals for BES on various BES pump station projects.

BES will prepare Record Drawings based on the Contractor's "Red Lines" and Change Orders.

**Task 5 Deliverables:** In addition to the summary claims report, a comprehensive Operation and Maintenance Manual will be prepared in accordance with City and DEQ guidelines.

3. The Contractor shall assign the following subcontractors to perform work in the capacities designated.

| NAME                | ROLE ON PROJECT               |
|---------------------|-------------------------------|
| Craig Sheahan, P.E. | Project Manager               |
| Chris Higgins       | QA/QC Manager                 |
| Edita Boguslawski   | Engineering Design Technician |

#### SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

| NAME                      | ROLE ON PROJECT                                  |
|---------------------------|--|
| JAG Engineering, LLC      | Civil Engineering and Project Management Support |
| R & W Engineering         | Electrical & Mechanical Engineering Support      |
| Pacific Geotechnical, LLC | Geotechnical Engineering Support                 |

4. Additional compensation is necessary and shall not exceed \$26,200. The new not-to-exceed contract amount is \$196,675. A summary of the current authorized budget amounts, broken down by Tasks, and this amendment is shown in Table 1, below.

TABLE 1

| Task                         | Description                  | Current Authorized Budget Amounts | Proposed Amendment No. 3 Amounts | Adjusted Task Budget Amounts |
|------------------------------|------------------------------|-----------------------------------|----------------------------------|------------------------------|
| 1.0                          | Project Management           | \$ 14,319                         | -                                | \$ 14,319                    |
| 2.0                          | Pre-Design                   | \$ 28,269                         | -                                | \$ 28,269                    |
| 3.0                          | Field Investigations         | \$ 10,139                         | -                                | \$ 10,139                    |
| 4.0                          | Final Design                 | \$117,748                         | -                                | \$117,748                    |
| 5.0                          | Services Beyond Final Design | -                                 | \$ 26,200                        | \$ 26,200                    |
| <b>Total Contract Amount</b> |                              | <b>\$170,475</b>                  | <b>\$ 26,200</b>                 | <b>\$196,675</b>             |

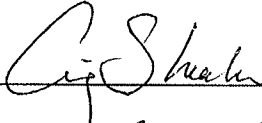
All other terms and conditions shall remain unchanged and in full force and effect.

**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.

DAVID EVANS AND ASSOCIATES, INC.

By:  Date: 9/30/10  
Name: CRAIG SHEAHAN  
Title: ASSOCIATE

**CITY OF PORTLAND SIGNATURES:**

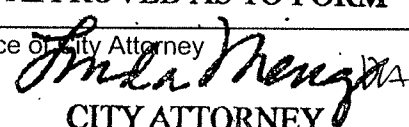
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Purchasing Agent

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

Approved:

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

Approved as to Form:

By: **APPROVED AS TO FORM** Date: 10/1/10  
Office of City Attorney   
CITY ATTORNEY