

## AMENDMENT NO. 6

CONTRACT NO. 30000091

FOR

Architectural & Engineering Services for  
Union Station Phase II Facility ImprovementsPursuant to Ordinance No. 182481

This Contract was made and entered into on the 30<sup>th</sup> day of March 2009 by and between Architectural Resources Group, 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. A Qualifications Based Selection for a consultant to provide architectural and engineering services for the Union Station Phase II Facility Improvements project was issued July 31, 2008. A selection committee reviewed the responses and recommended award of the contract to Architectural Resources Group, Inc. who was the highest scoring Respondent.
2. The Agreement amount was \$145,057 with an expiration date of June 1, 2011.
3. Ordinance No. 183026 passed by Council July 22, 2009 authorized amending Agreement No. 30000091 to allow for additional services in the amount of \$297,852 for a total contract amount of \$442,909.
4. Amendment No. 1, dated July 28, 2009, increased the contract amount \$240,102 for a total contract amount of \$385,159 and extended the termination date for an additional one (1) year period until June 1, 2012 to allow for additional architectural and engineering services for the Union Station Phase II Facility Improvement project. Additional services included design roof repairs and related work for the entire Union Station roof.
5. Amendment No. 2, dated January 4, 2010, increased the contract amount \$38,991.48 for a total contract amount of \$424,150.48 to allow for additional architectural and engineering services for the Union Station Phase II Facility Improvement project. Additional services included: additional site investigations, architectural design and engineering related to seismically supporting the two southern chimneys due to hidden conditions; related special meetings and review; additional charges for accelerated schedule for additional services.
6. Amendment No. 3, dated June 8, 2011, increased the contract amount \$4,780 for a total contract amount of \$428,930.48 to allow for additional architectural and engineering services for the Union Station Phase II Facility Improvement project. Additional services included: Prepare for sandstone survey, establish repair markings, and procedures; survey exterior sandstone from scaffold and at ground; assemble field survey information and photos; and prepare summary memo.
7. Amendment No. 4, dated January 6, 2012, increased the contract amount \$321,231 to allow for additional architectural and engineering services for the Union Station Phase II and Phase IIB Facility Improvement project. Additional services included: North Shop gravity loading and additional construction administration services, gutter survey; wood window survey with Oculus; annex building; Wilf's Roof – evaluation of gravity loading for HVAC; and design HSS sections for support of flat skylights.
8. Amendment No. 5, dated October 20, 2012 extended termination date through January 31, 2013 retroactively from June 1, 2012 to allow for continuation of architectural and engineering services for the project.

9. Additional architectural and engineering services in the amount of \$20,229 for the Union Station Phase II Facility Improvement project are necessary as described in the attached Exhibit A. Additional work includes: Field measure Wilf's ceiling and framing, develop drawings; develop construction documents; coordinate with mechanical and structural engineers; prepare and submit land use permit submittal; prepare and coordinate mechanical and structural permit submittal; and additional construction administration services.
10. The City of Portland and the Contractor wish to amend Contract No. 30000091 to increase the contract by \$20,229 to provide additional architectural and engineering services for the Union Station Facility Improvement project, as described in #9 above, for a new total contract amount of \$770,390.48.

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.

Architectural Resources Group, Inc.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 9 Pier, The Embarcadero, Ste. 107, San Francisco, CA 94111

Telephone: \_\_\_\_\_

Contract No. 30000091 Amendment/Change Order No. 6

Contract Title: A/E Services for Union Station Phase II Facility Improvements

**CITY OF PORTLAND SIGNATURES:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Procurement Officer

By: N/A \_\_\_\_\_ Date: \_\_\_\_\_  
Elected Official

Approved:

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

Approved as to Form:

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

185787

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Approved:

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

Approved as to Form:

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

DATE (MM/DD/YY)  
8/30/2012

INSURER E:

© ACORD CORPORATION 1988

POLICY NUMBER: 6804865L347

COMMERICAL GENERAL LIABILITY  
ISSUE DATE: 09/01/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE****NAME OF PERSON(S) OR ORGANIZATION(S):** City of Portland  
CPPB Contracts Administrator  
Office of Management & Finance  
1120 SW 5th Ave., Rm 1204**PROJECT/LOCATION OF COVERED OPERATIONS:**

Ref: A/E Services for Union Station Phase II Facility Improvements. NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: The City of Portland and its agents, officers and employees.

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

The person or organization shown in the Schedule above is 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 to the rendering of or failure to render any "professional services".
- e. 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, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this



## COMMERICAL GENERAL LIABILITY

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" for such additional insured. 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 additional insured when the additional insured is also 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 the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured 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 the person or organization shown in the Schedule 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 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.

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Architectural Resources Group, Inc.

By: David Wessel

Date: 11/29/12

Name: David Wessel

Title: Principal

Address: 9 Pier, The Embarcadero, Ste. 107, San Francisco, CA 94111

Telephone: 415 421-1680

185787

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By: N/A \_\_\_\_\_  
Elected Official

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

Approved:

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

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

Approved as to Form:

APPROVED AS TO FORM

By: \_\_\_\_\_  
Office of City Attorney

*James H. Van Dyke*

CITY ATTORNEY

Date: 12/4/12

Portland Union Station  
Wilf's Mechanical System Upgrade  
South Standing Seam Roof Area

Fees

April 4, 2012  
revised May 2, 2012

	Principal	Proj. Manager	
			TOTALS
<b>1. Field Work / Base Drawings</b>			
Field Measure Wilf's ceiling and framing (3 site visits to date); develop drawings		32	
HOURS TASK 1	0	32	
PERSONNEL BILLING RATE	190.00	125.00	
SUBTOTAL TASK 1	\$0	\$4,000	\$4,000
<b>2. Agency Review / Construction Documents</b>			
Develop Construction Documents; Coordinate with Mechanical and Structural Engineers; Prepare and submit Land Use permit submittal; Prepare and coordinate mechanical and structural permit submittal; respond to comments (Includes 10 hrs for Naomi's day trip for Legacy Window meeting)	12	61	
HOURS TASK 2	12	61	
PERSONNEL BILLING RATE	190.00	125.00	
SUBTOTAL TASK 2	\$2,280	\$7,625	\$9,905
<b>3. Construction Administration</b>			
Review submittals for ceiling materials, carpet, paint, etc. Assume construction meeting time coincides with standard construction		12	
HOURS TASK 3	0	12	
PERSONNEL BILLING RATE	190.00	125.00	
SUBTOTAL TASK 3	\$0	\$1,500	\$1,500
			\$15,405
<b>Consultant Fees</b>			
Degenkolb Engineers			\$4,213
Reimbursables (Naomi's trip)			\$611
<b>TOTAL PROFESSIONAL FEES AND EXPENSES</b>			<b>\$20,229</b>