

AMENDMENT NO. 6**CONTRACT NO. 38171****FOR****Design of Swan Island CSO Pump Station Phase 2**

This Contract was made and entered by and between Carollo Engineers, Inc., hereinafter called Consultant, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. City has required the construction contractor to repair the bellows couplings as part of warranty work on the pump station. City remains in negotiations with the construction contractor regarding this warranty repair work. City has a continued need for Consultant's expertise on the project to evaluate and approve the construction contractor's proposed repair procedure, potentially perform an independent development of a suitable repair should the contractor's procedure not be viable, and to advise regarding any resulting claims if filed. The contract term is hereby extended to September 30th, 2014, to allow for the work to take place.
2. Additional compensation is necessary and shall not exceed \$222,500. A breakdown of revised task budgets is shown below. The amended not-to-exceed total contract amount is \$1,481,875.
3. The Scope of Services (Attachment A to the contract) is amended as follows:

Task 1 - Project Management

Provide additional Project Management to accommodate additional scope through September 30th 2014.

Task 2 - ASFO Design Services

No change from original Scope of Services.

Task 3 - Supplementary (Non ASFO) Design Services

No change from original Scope of Services.

Task 4 - Construction Phase Services

No change from original Scope of Services.

Task 5 - Startup and Testing Services

Add the following to the Task 5 Scope of Services:

Subtask 5.4: Bellows Couplings Defective Work Repair Assistance

Provide assistance to confirm the Bellows Couplings are satisfactorily repaired by the construction contractor. Work is anticipated to include:

- Attend initial site visit: Consultant and associated subconsultant(s).
- Collect and review information: Consultant and associated subconsultant(s).
- Construction Contractor workplan review and written response.
- Site visits to inspect the work along with observation reports.
- On-call design assistance as necessary.
- Attend Construction Kick-Off Meeting.
- Review of survey data reflecting the Bellows Coupling installation.

Subtask 5.4 Deliverables

- Written submittal responses in accordance with project procedures, including recommendations for resolution of problems.
- Observation Reports associated with each site visit.

Subtask 5 Assumptions

- Consultant shall not be responsible if construction contractor's proposed repair fails in any manner to provide the performance, quality or integrity of the originally-designed assembly as reflected in the Contract Documents.
- Scope of work includes limited field oversight.
- Actual weld inspection and/or testing will be performed by the City's welding inspector and/or construction contractor.
- City shall be responsible for the project construction management, field inspection, special inspections, record keeping, administration and coordination of construction contractors and subcontractors during the construction phase of the project.
- Construction Contractor Workplan Review: Three (3) workplan iterations.
- On-Call Design Assistance: Assume allowance of 60 hours (\$14,980)
- Site Visits: Three (3), 1-day visits - Construction Lead (3), Pipe Consultant (3), Mechanical Engineer (1).
- City will reimburse Consultant, and associated subconsultants, for out of town travel in accordance with the contract terms.

Add the following task:

Task 6 – Bellows Coupling Repair Design

If resolution is not reached with the construction contractor for repair of the Bellows Couplings under Task 5, the City's Project Manager may authorize additional work to be performed under this task. For any such work, Consultant will first submit a written scope and cost estimate to the City for approval prior to proceeding with the services. For

budgetary purposes, it is anticipated that work will include one (or combination thereof) of the following:

Subtask 6.1: Field-Fit Design Solution

Prepare performance documents (drawings/specification(s), as required) in format ready to send to qualified contractors to price field-fit repair of all six (6) bellows couplings to the required tolerances. Prior to commencing work, a feasibility analysis will be conducted to confirm the field fit can meet the design requirements of the originally-designed assembly.

Subtask 6.2: Piping Re-Design For Coupling Repair

Prepare drawings and specifications in format ready to send to qualified construction contractors to price work required to install all six (6) bellows couplings to the required tolerances.

Task 6.3: Construction Assistance in Implementing Task 6.1 or 6.2 with Contractor

Work includes construction assistance in implementing Subtasks 6.1 or 6.2. Work includes:

- Submittal review and written response.
- Site visits to inspect the work along with observation reports.
- On-call design assistance, as necessary or specifically requested by City.
- Review of survey data verifying installation.

Task 6 Deliverables

- Drawings/specifications (Draft and Final).
- Written submittal responses in accordance with project procedures.
- Observation Reports associated with each site visit.

Task 6 Assumptions

- In the event that City selects repair design criteria that are less stringent than the original design as reflected in the Contract Documents, Consultant shall not be responsible if the repair design does not provide the performance, quality or integrity of the originally-designed assembly as reflected in the Contract Documents Scope of Work includes limited field oversight.
- Actual weld inspection and/or testing will be performed by the City's welding inspector and/or construction contractor.
- City shall be responsible for the project construction management, field inspection, special inspections, record keeping, administration and coordination of contractors and subcontractors during the construction phase of the project.
- Subtask 6.3, Submittal Review: 10 submittals: 5 originals, 5 re-submittals
- Subtask 6.3, Site Visits: Three (3), 1-day visits - Construction Lead (3), Pipe Consultant (2), Mechanical Engineer (1).
- Subtask 6.3, On-Call Design Assistance: Assume allowance of 50 hours (\$11,535)
- Attend Construction Kick-Off Meeting.

- City will reimburse Consultant, and associated subconsultants, for out of town travel in accordance with the contract terms.

Add the following task:

Task 7 – Claims Resolution

In the event a claim is submitted by the construction contractor, the City's Project Manager may authorize additional work to be performed under this task. For budgetary purposes, it is anticipated that work will include the following:

Subtask 7.1: Claims Resolution Assistance

Provide assistance on an "as-requested" basis for review of any claim submitted by Construction Contractor for the repair work on the Bellows Couplings (Subtask 5.4).

Subtask 7.1 Deliverables

- As requested by City.

Subtask 7.1 Assumptions

- Assume allowance of 120 hours (\$28,800).
- City will reimburse Consultant, and associated subconsultants, for out of town travel in accordance with the contract terms.

4. The Project Task Budget amounts are adjusted as shown in the table below:

Task	Description	Current Task Budget Amounts	Amendment No. 6 Amounts	Adjusted Task Budget Amounts
1	Management Services	\$161,660	\$12,800	\$174,460
2	ASFO Design Services	\$523,620	-	\$523,620
3	Supplementary (Non-ASFO) Design Services	\$147,610	-	\$147,610
4	Construction Phase Services	\$330,700	-	\$330,700
5	Startup and Testing Services	\$95,785	\$74,600	\$170,385
6	Bellows Coupling Repair Design	-	\$106,300	\$106,300
7	Claims Assistance	-	\$28,800	\$28,800
Total Contract Amount		\$1,259,375	\$222,500	\$1,481,875

5. The City's Project Manager is changed to Dan Hebert (503-823-2689).
6. Under Subcontractors, the name of the subcontractor providing pipe manifold design services is corrected from "Pipeline Engineering Consultants" to "Raz Konyalian, PE". There is no change in subcontractor; this change is solely a correction to the firm's name.

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

CONSULTANT 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 Consultant may conduct this transaction by electronic means, including the use of electronic signatures.

CAROLLO ENGINEERS, INC.

By: _____

Date: _____

Name: Robert Eimstad, P.E.

Title: Senior Vice President

By: _____

Date: _____

Name: Mike Zappone, P.E.

Title: Associate Vice President

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Contract No. 38171 Amendment/Change Order No. 6

Contract Title: Design of Swan Island CSO Pump Station Phase 2

CITY OF PORTLAND SIGNATURES:

By: N/A Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form: APPROVED AS TO FORM

By: James H. Van Dyke Date: 8/20/13
Office of City Attorney ATTORNEY

LEVEL OF EFFORT

City of Portland Bureau of Environmental Services
 Swan Island CSO Pump Station Phase 2
 Amendment No. 6

WORK TASKS	BUDGET
TASK 1 - Project Management Services	\$12,800
Task 1 Subtotal	\$12,800
TASK 2 - ASFO Design Services	\$0
Task 2 Subtotal	\$0
TASK 3 - Supplementary (Non ASFO) Design Services	\$0
Task 3 Subtotal	\$0
TASK 4 - Construction Phase Services	\$0
Task 4 Subtotal	\$0
TASK 5 - Startup & Testing Services	
5.4 - Bellows Coupling Defective Work Repair Assistance	\$74,600
Task 5 Subtotal	\$74,600
TASK 6 - Bellows Coupling Repair Design	
6.1 - Field Fit Solution	\$25,200
6.2 - Piping Re-Design for Coupling Repair	\$38,100
6.3 - Construction Assistance	\$43,000
Task 6 Subtotal	\$106,300
TASK 7 - Claims Resolution	
7.1 - Claims Resolution Assistance	\$28,800
Task 7 Subtotal	\$28,800
AUTHORIZED TASKS (1 & 5)	\$87,400
UNAUTHORIZED TASKS (6 & 7)	\$135,100
AMENDMENT TOTAL	\$222,500
EXISTING CONTRACT (Through Amendment No. 5)	\$1,259,375
TOTAL CONTRACT	\$1,481,875

City of Portland Bureau of Environmental Services Swan Island CSO Pump Station Phase 2 Amendment No. 6		Partner in Charge	QA/QC	Project Manager	Construction Lead	Mechanical Engineer	Structural Engineer	CAD Technician	Word Processing/Clerical	Raz Keyperson	Total Labor Hours	Total Labor Costs	Other Direct Costs	Estimated Cost Per Task
Notes		\$230	\$224	\$187	\$252	\$187	\$183	\$110	\$86	\$326				
TASK 1 - Project Management Services														
Ongoing Project Management	2.5 hrs/month			35							35	\$6,538	\$0	\$6,538
Project Monitoring and Progress Reporting	1.5 hrs/month	7		21					7		35	\$6,201	\$0	\$6,201
Task 1: Subtotal		7	0	56	0	0	0	0	7	0	70	\$12,739	\$0	\$12,800
Consultant Hours											0			
Consultant \$\$														
TASK 2 - ASFO Design Services														
Task 2: Subtotal														
Consultant Hours											0			
Consultant \$\$											\$0			
TASK 3 - Supplementary (Non ASFO) Design Services														
Task 3: Subtotal														
Consultant Hours											0			
Consultant \$\$											\$0			
TASK 4 - Construction Phase Services														
Task 4: Subtotal														
Consultant Hours											0			
Consultant \$\$											\$0			
TASK 5 - Startup & Testing Services														
5.4 - Bellows Coupling Defective Work Repair Assistance		0	0	10	104	37	14	2	5	106	278	\$72,674	\$1,723	\$74,597
o Initial Site Visit	July 26th, 2013 (RAZ to follow)			8	8					12	28	\$7,412	\$2,395	\$8,807
o Collect/Review Information	New Flayers - getting up to speed				10					12	22	\$6,422	\$195	\$6,617
o Work Plan Review Assistance	Assume three (3) submittals				24	9	6		3	24	66	\$16,977	\$390	\$17,367
o Site Visits (1 Day): 3 Mike W, 3 Raz, 1 Mike Z					24	8				42	74	\$21,197	\$6,283	\$27,480
o On-Call Design Assistance	Allowance (60 hrs)				24	8	8	2	2	16	60	\$14,720	\$260	\$14,980
o Construction Kick-Off Meeting				2	8					10	10	\$2,991	\$850	\$3,241
o Review Survey Data	Assume individual data per coupling (6 data sets)				6	12				18	18	\$3,755	\$0	\$3,755
Task 5: Subtotal		0	0	10	104	37	14	2	5	106	278	\$72,674	\$1,723	\$74,600
Consultant Hours											106			
Consultant \$\$														
TASK 6 - Bellows Coupling Repair Design														
6.1 - Field Fit Solution		1	6	7	34	21	20	12	4	12	117	\$24,953	\$195	\$25,200
o Investigation / Feasibility Analysis					6	4	6			4	24	\$5,606	\$65	\$5,671
o Design				2	4	16	8	8		4	42	\$9,565	\$55	\$9,630
o Bid Package (plans and/or performance specification)		1	4	3	10	9	4	12	4	4	51	\$9,785	\$55	\$9,850
- Draft		1	4	2	8	8	4	8	3	4	42	\$8,330	\$265	\$8,595
- Final				1	2	1		4	1		9	\$1,455	\$200	\$1,655
6.2 - Piping Re-Design for Coupling Repair		0	4	5	34	57	52	28	9	8	197	\$37,897	\$130	\$38,100
o Investigations/Design					16	40	40			4	100	\$20,511	\$85	\$20,576
o Bid Package (plans and/or performance specification)		0	4	5	18	17	12	28	9	4	97	\$17,385	\$55	\$17,450
- Draft			4	4	16	16	12	20	8	4	84	\$15,449	\$365	\$15,814
- Final				1	2	1		8	1		13	\$1,936	\$300	\$2,236
6.3 - Construction Assistance		0	0	2	74	46	12	2	5	36	177	\$42,360	\$585	\$43,000
o Construction Kick-Off Meeting				2	8					10	10	\$2,991	\$850	\$3,241
o Submittal Review	(10 submittals: 5 originals, 5 re-submittals)				20	10	4		5		39	\$8,161	\$0	\$8,161
o Site Visits (1 Day): 3 Mike W, 2 Raz, 1 Mike Z					24	8				28	80	\$16,647	\$5,205	\$21,852
o On-Call Design Assistance	Allowance (50 hrs)				16	16	8	2		8	50	\$11,405	\$130	\$11,535
o Review Survey Data	Assume individual data per coupling (6 data sets)				6	12				18	18	\$3,755	\$0	\$3,755
Task 6: Subtotal		1	10	14	142	124	84	42	18	56	491	\$105,212	\$910	\$106,300
Consultant Hours											56			
Consultant \$\$														
TASK 7 - Claims Resolution														
7.1 - Claims Resolution Assistance					80	20			8	12	120	\$28,578	\$195	\$28,800
Task 7: Subtotal		0	0	0	80	20	0	0	8	12	120	\$28,578	\$195	\$28,800
Consultant Hours											12			
Consultant \$\$														
PROJECT TOTALS		8	10	80	326	161	98	44	38	174	959	218,404	2828	\$222,500