

AMENDMENT NUMBER 3

CONTRACT NO. 30002200

FOR

A/E Services for Roof Replacement for Two Police Facilities

Pursuant to Ordinance No. 184782 & 185948

This Contract was made and entered into on the 11th day of August 2011 by and between Carleton Hart Architecture, PC, 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. RFP No. FAC018 was issued April 28, 2011 for a contractor to provide architectural and engineering services for Roof Replacement for Two Police Facilities. Four proposals were received on May 26, 2011. A selection committee reviewed the responses and recommended award of the contract to Carleton Hart Architecture, PC who was the highest scoring Respondent.
2. The agreement amount was \$100,295 with an expiration date of August 21, 2013.
3. Amendment No. 1, dated February 9, 2012, increased the contract amount \$24,500 for a total contract amount of \$124,795 to allow for additional A/E services for the re-roof of a city-owned building located at 5420 NE 6th Avenue, Portland, more commonly known as the Walnut Park laundromat building.
4. Amendment No. 2, dated April 10, 2013, increased the contract amount \$13,340 for a total contract amount of \$138,135 to allow for additional A/E services as follows: extension of schedule for roofing installation at the Training Building, extension of schedule for window and cap sheet installation at the North Precinct Facility and boiler replacement at the Walnut Park Laundromat building.
5. Additional A/E services in the amount of \$4,990 for the Police Facilities Roof Replacement project are necessary as follows:
 - North Precinct Facility
 - a. Two (2) additional site inspections of cap sheet installation
 - b. Perform moisture testing of North Precinct roof, provide roof plan & memo
 - c. Site visit with Soprema (roofing material manufacturer) to evaluate installation issues
 - d. Additional time for roof manufacturer's quality issues
 - e. Additional site visits for installation quality issues
 - f. PRC (Professional Roofing Consultants) letter to Soprema requiring manufacturer's observation of installation
 - St. John's Training Building
Additional detail for bell structure reconstruction
6. The City of Portland and the Contractor wish to amend Contract No. 30002200 to increase the contract by \$4,990 and extend the contract termination date through June 14, 2014 to provide additional A/E services for the Police Facilities Roof Replacement project, as described in #5 above, for a new total contract amount of \$143,125.

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.

Carleton Hart Architecture, PC.

By:  Date: 9.27.2013

Name: WILLIAM HART, AIA

Title: PRESIDENT

Address: 322 NW 8th Avenue, Portland, OR 97209

Telephone: 503-243-2252

Contract No. 30002200

Amendment/Change Order No. 3

Contract Title: A/E Services for Roof Replacement for Two Police Facilities

CITY OF PORTLAND SIGNATURES:

By: _____
Chief Procurement Officer

Date: _____

By: N/A _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form: **APPROVED AS TO FORM**

By: James H. Van Dyke _____
Office of City Attorney
CITY ATTORNEY

Date: 10/21/13

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Kibble & Prentice, a USI Co PR
601 Union Street, Suite 1000
Seattle, WA 98101
CONTACT NAME:
PHONE (A/C, No, Ext): 206 441-6300
FAX (A/C, No): 610-362-8528
E-MAIL ADDRESS: pl.certrequest@kpc.com
INSURER(S) AFFORDING COVERAGE:
INSURER A: Travelers Indemnity Co. of Amer 25666
INSURER B: Twin City Fire Insurance Compan 29459
INSURER C: U. S. Specialty Insurance Compa 29599
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liability.

APPROVED AS TO FORM
James H. Van Dyke
CITY ATTORNEY 10/21/13

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
RE: Contract No. 30002200, Amendment No. 2, A/E Services for Roof Replacement for Two Police Facilities.
The General Liability policy include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the City of Portland, and its agents, officers and employees, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER: City of Portland, 1120 SW 5th Ave., Rm 1204, Portland, OR 97204
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as 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 on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. 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 the insurance provided to an additional insured under this 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". 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 insured when the insured is 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 any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERICAL GENERAL LIABILITY

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 a person or organization as an additional insured on this Cov-

erage 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. _____