

AMENDMENT NUMBER 3
CONTRACT NUMBER 30002889

FOR

Geotechnical Consultation and Construction Observation Services
For Fire Station 21 & Boathouse

Pursuant to Ordinance Number N/A

This Contract was made and entered into on the 24th day of September 2012 by and between GEOTECHNICAL RESOURCES, INC dba GRI, 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 sole source contract for geotechnical consultation services for the Fire Station 21 and Boathouse project was awarded to GRI. The Agreement amount was \$55,000 with an expiration date of September 31, 2013.
2. Amendment No.1, dated January 30, 2014 increased the contract amount \$12,500 to allow for additional geotechnical construction observation services.
3. Amendment No. 2 dated April 7, 2014 extended the contract termination date through July 31, 2014.
4. Additional geotechnical services in the amount of \$17,000 for the Fire Station 21 and Boathouse project are necessary as described in the attached letter dated April 16, 2014 (Exhibit A).
5. The City of Portland and the Contractor wish to amend Contract No. 30002889 to increase the contract by \$17,000 to provide additional geotechnical services for the Fire Station 21 and Boathouse project, as described in #4 above, for a new total contract amount of \$84,500.

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.

Geotechnical Resources, Inc. dba GRI

By: Michael W Reed Date: 4/24/2014

Name: Michael W. Reed

Title: Principal

Address: 9725 SE Beaverton Hillsdale Hwy, Suite 140; Beaverton, OR 97005

Telephone: 503-641-3478

Attachment No. 1

Contract Number: 30002889 Amendment Number: 3Contract Title: Geotechnical Consultation and Construction Observation Services for Fire Station 21 & Boathouse

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: _____
Office of City AttorneyDate: 8/13/17

CITY ATTORNEY



9725 SW Beaverton-Hillsdale Hwy, Suite 140
Beaverton, OR 97005-3364
p| 503-641-3478 f| 503-644-8034

April 16, 2014

5291 ADDTL C.O. SERVICES BUDGET

City of Portland
OMF Business Operations Facilities Services
1120 SW 5th Avenue, Room 1204
Portland, OR 97204

Attention: Connie S. Johnson

**SUBJECT: Proposal for Additional Geotechnical Construction Observation Services
Fire Station 21
Portland, Oregon**

As you know, GRI has been providing ongoing geotechnical consultation and construction-phase services for the Fire Station 21 project. The results of our geotechnical investigation for the project are summarized in our June 29, 2012, report entitled, "Geotechnical Investigation, Fire Station 21 Improvements, Portland, Oregon."

Our anticipated scope and budget for the construction phase of the project were provided to you in our August 23, 2012, letter entitled, "Scope of Work and Budget for Geotechnical Consultation and Construction Observation Services, Fire Station 21 and Boathouse, Portland, Oregon." Our 2012 time and budget estimate included 8 weeks at \$5,000/week for a total of \$40,000 for construction observation services and consultation during installation of the structural piles and ground improvement. This estimate was based on our experience with similar projects and was made prior to the general contractor, Skanska USA, providing an anticipated schedule and prior to selection of specialty contractors for pile installation or ground improvement. We have also had one amendment (Amendment #1) for \$12,500 added to our construction observation budget, for an approved construction observation budget of \$67,500.

Since October 2, 2013, we have provided construction observation services and consultation during installation of the fire station structural piles, drilling of the test section borings, installation of the test section grout piles, and installation of the production grout piles. We have also provided additional design recommendations for the pedestrian bridge redesign per BDS.

To date we have accrued construction observation charges of approximately \$83,000. The additional charges above our authorized budget of \$67,500 are due to the unanticipated extra time it took the ground improvement subcontractor, Hayward Baker, to complete the ground improvement phase of the project. We had approximately 10 weeks of approved construction observation budget for the ground improvement, and we accrued approximately 13.5 weeks observing the ground improvement installation.

We anticipate minor additional budget of approximately \$1,500 will be accrued in the future. We request that you increase our construction observation budget by \$17,000 for a total budget of \$84,500. We will not request additional budget for this project beyond the \$84,500.

Our work will be completed under the terms and conditions of our existing agreement for this project. We request that you provide formal authorization for the additional services/charges by signing and returning one copy of this letter.

We appreciate the opportunity to be of continued service to you on this project. Please contact the undersigned if you have any questions regarding this letter or require additional information.

Submitted for GRI,



Michael W. Reed, PE, GE
Principal

I hereby authorize GRI to provide the services described in this letter:

Name

Date

(Please return a copy of this letter and signed authorization to GRI)

186613

Client#: 332877

GEOTERES

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2013

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@kpcom.com																					
INSURED Geotechnical Resources, Inc. 9725 SW Beaverton-Hillsdale Highway Suite 140 Beaverton, OR 97005-3364	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Travelers Indemnity Co. of Amer</td><td>25666</td></tr> <tr> <td>INSURER B:</td><td>Travelers Indemnity Company of</td><td>25682</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indemnity Co. of Amer	25666	INSURER B:	Travelers Indemnity Company of	25682	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6803610M127	11/01/2013	11/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA00202569	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7622Y142	11/01/2013	11/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Consultants Services for Geotechnical Engineering Services.

The General Liability policy include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, it's 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

CANCELLATION

City of Portland 1120 SW Fifth Ave., Rm 1204 Portland, OR 97204	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 
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COMMERCIAL GENERAL LIABILITY

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

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925



CERTIFICATE OF INSURANCE

DATE
01/01/14

NAME AND ADDRESS OF INSURED

Geotechnical Resources, Inc. (GRI)
9725 SW Beaverton-Hillsdale Hwy., Suite 140
Beaverton, OR 97005

APPROVED AS TO FORM


CITY ATTORNEY 5/13/14

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
214202	01/01/14	12/31/14

LIMITS OF LIABILITY	\$2,000,000 EACH CLAIM
	\$2,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

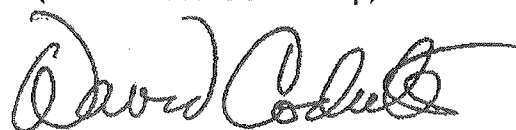
Consultants Services for Geotechnical Engineering Services

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

CERTIFICATE HOLDER

City of Portland
1120 SW Fifth Avenue, Room 1204
Portland, OR 97204

ISSUING COMPANY:
TERRA INSURANCE COMPANY
(A Risk Retention Group)


President