

185948



CARLETON HART ARCHITECTURE  
 322 nw 8th avenue portland, oregon 97209  
 1 503 243 2252 | 1 503 243 3261 | carletonhart.com

CONTRACT AMENDMENT # 21128.04

PROJECT: ROOF REPLACEMENT FOR TWO POLICE FACILITIES

December 21, 2012  
 Michael Riscica  
 Project Manager  
 OMF Business Operations Facilities Services  
 City of Portland  
 1120 SW 5<sup>th</sup> Avenue, Room #1204  
 Portland, OR 97204

Amendment Name: Additional Services

COP Contract No: 30002200

Dear Michael:

The following request is for professional fees for additional services related to additional project scope for several items as noted below. The request covers additional fees for contract administration (CA) for both Carleton Hart Architecture and Professional Roofing Consultants. The request is for time and materials, billed at contract rates, not to exceed the amounts below.

Fee schedule:

1. Extended schedule for roofing installation at Training Building.	8,900
2. Extended schedule for window installation at the North Precinct Facility	900
3. Extended schedule for cap sheet installation at the North Precinct Facility	1,450
4. Boiler replacement at Walnut Park Laundromat Building	<u>2,090</u>

Amendment Total \$13,340

All provisions from the contract listed above apply to this amendment.

Please contact me if you have any questions or concerns. If this is acceptable, please sign and return one copy to Carleton Hart Architecture. Thank you.

Submitted by:

\_\_\_\_\_  
 Brian Carleton Date  
 Principal  
 Carleton Hart Architecture, PC

Approved by:

\_\_\_\_\_  
 Michael Riscica Date  
 OMF Business Operations Facilities Services  
 City of Portland

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## AMENDMENT NO. 2

CONTRACT NO. 30002200

FOR

A/E Services for Roof Replacement for Two Police Facilities

Pursuant to Ordinance No. 184782

This Contract was made and entered into on 11<sup>th</sup> 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 March 22, 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 6<sup>th</sup> Avenue, Portland, more commonly known as the Walnut Park laundromat building.
4. Additional A/E services in the amount of \$13,340 for the Police Facilities Roof Replacement project are necessary as described in the attached proposal dated December 21, 2012 (Exhibit A). Additional work includes: extended schedule for roofing installation at the Training Building; extended schedule for window and cap sheet installation at the North Precinct Facility; and boiler replacement at the Walnut Park Laundromat Building.
5. The City of Portland and the Contractor wish to amend Contract No. 30002200 to increase the contract by \$13,340 to provide additional A/E services for the Reroof projects, as described in #3 above, for a new total contract amount of \$138,135.

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: 01/16/13

Name: BRIAN D. CARLETON

Title: PRINCIPAL

Address: 322 NW 8<sup>th</sup> Avenue, Portland, OR 97209

Telephone: 503-243-2252

Contract No. 30002200

Amendment/Change Order No. 2

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: 1/31/13

**CERTIFICATE OF LIABILITY INSURANCE**

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).

<b>PRODUCER</b> Kibble & Prentice, a USI Co PR 601 Union Street, Suite 1000 Seattle, WA 98101	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 206 441-6300		FAX (A/C, No): 610-362-8528
	E-MAIL ADDRESS: pl.certrequest@kpc.com.com		
<b>INSURED</b> Carleton Hart Architecture, P.C. 322 Northwest 8th Avenue Portland, OR 97209-3504	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	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 :		

**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			6803293M210	05/04/2012	05/04/2013	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 \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input 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  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			6803293M210	05/04/2012	05/04/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N    N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			52WECIY2873	05/04/2012	05/04/2013	<input checked="" type="checkbox"/> WC STATUTORY 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
C	Professional Liability			USS1222946	05/04/2012	05/04/2013	\$1,000,000 per claim \$2,000,000 annl aggr.

APPROVED AS TO FORM  
*James H. Van Dyke*  
 CITY ATTORNEY    1/31/13

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.

<b>CERTIFICATE HOLDER</b> City of Portland 1120 SW 5th Ave., Rm 1204 Portland, OR 97204	<b>CANCELLATION</b> 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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84000;

This page has been left blank intentionally:

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.