

AMENDMENT NUMBER 5**CONTRACT NUMBER 30000701****FOR**A/E Services for New Construction for The Emergency Coordination Center

Pursuant to Ordinance Number 183110 & 186035

This Contract was made and entered into on the 1st day of September 2009 by and between MICHAEL WILLIS ARCHITECTS, 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 Request for Proposals for architectural and engineering services for new construction for the Emergency Coordination Center was issued on April 22, 2009. Six proposals were received on May 21, 2009. A selection committee reviewed the proposals and recommended award of contract to Michael Willis Architects as they were the highest scoring proposer.
2. Contract No. 30000701 provides for architectural and engineering services in the amount of \$957,819 to design a new ECC facility directly adjacent to the existing Portland Communications Center located in southeast Portland. There are three main components of this project; a new ECC building, new parking lot, and realignment of a section of SE Bush Street.
3. The new building will serve as the City's Emergency Coordination Center and house the Portland Bureau of Emergency Management (PBEM), Portland Water Bureau (PWB) Emergency Management, and Security staff.
4. Amendment No. 1, dated April 8, 2011, increased the contract amount \$166,251.25 to allow for additional architectural and engineering services.
5. Amendment No. 2 (ordinance no. 185252), dated May 2, 2012 increased the contract amount \$86,767.66 and extended the expiration date to January 1, 2014 to allow for additional architectural and engineering services.
6. Amendment No. 3, dated April 2013, increased the contract amount \$40,680.00 to allow for additional architectural and engineering services.
7. Amendment No. 4 (ordinance no. 186035), dated May 6, 2013, increased the contract amount \$82,655.00 to allow for additional architectural and engineering services.
8. Additional architectural and engineering services described in the attached letters dated November 1, 2013 and December 31, 2013 (Attachment No. 1) is necessary to allow Consultant to provide the following:
 - o Commissioning services for the building's clean agent fire suppression system as requested by the Owner.
 - o Exterior and interior signage for the PCC/ECC Campus as requested by the campus tenants.
 - o Architectural and Engineering (Plumbing, Electrical) services for the installation of Owner requested equipment in lunchroom.
 - o Assistance in selecting a suitable table for the equipment. Procurement and installation of the table, including seismic anchoring are not included in this scope.
 - o Contract Extension of four (4) months.

9. The City of Portland and the Contractor wish to amend Contract No. 30000701 for an additional \$12,245.00 to allow for additional architectural and engineering services described in #8 above for a new total contract amount of \$1,346,417.91 and to extend the expiration date retroactively from January 1, 2014 to April 30, 2014.

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.

Michael Willis Architects

By: _____ Date: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

9. The City of Portland and the Contractor wish to amend Contract No. 30000701 for an additional \$12,245.00 to allow for additional architectural and engineering services described in #8 above for a new total contract amount of \$1,346,417.91 and to extend the expiration date retroactively from January 1, 2014 to April 30, 2014.

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The parties agree the City and Contractor may conduct this transaction by electronic means, including the use of electronic signatures.

Michael Willis Architects

By: 

Date: 1.16.2014

Name: JEFF MCGRAW, AIA

Title: PRESIDENT

Address: 70 NW Couch St. #401, 97209

Telephone: 503 973-5151

Contract Number: 30000701Amendment Number: 5Contract Title: A/E Services for New Construction for The Emergency Coordination Center

CITY OF PORTLAND SIGNATURES:

By: _____
Chief Procurement Officer

Date: _____

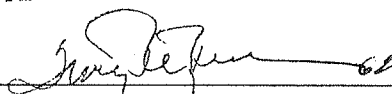
By: _____
Elected Official

Date: _____

Approved:

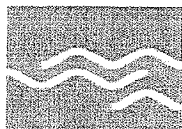
By: _____
Office of City Auditor

Date: _____

Approved as to Form: **APPROVED AS TO FORM**By:  _____
Office of City Attorney
CITY ATTORNEYDate: 4/21/14

November 1, 2013

186467



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Additional Services Request 06

City of Portland Emergency
Coordination Center (ECC)
Contract No. 30000701

Jim Coker
Supervising Project Manager
City of Portland
Office of Management and Finance
Bureau of Internal Business Services

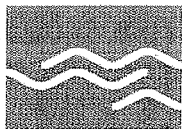
Dear Jim,

The following is our additional services proposal for the City of Portland's Emergency Coordination Center (ECC) project. The scope of services covers the following:

- Commissioning Services for the building's clean agent fire suppression system as requested by the Owner
- Exterior and interior signage for the PCC/ECC Campus as requested by the campus tenants

The total lump sum fee is \$ 9,165.00. Please see below and the following attachments for a cost breakdown.

1. Commissioning – Clean Agent System	\$4,090.00
2. Signage – Interior and Exterior	\$5,075.00



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1. Commissioning – Clean Agent System

The current commissioning scope does not cover the clean agent fire suppression system located in the two Server/Comm. Rooms. This system was included during the CD phase of the project, and utilizes an inert gas to suppress/extinguish fires while preserving sensitive electronic equipment contained in these rooms. Because this system is designed to activate before the building's water-based fire sprinkler system (which would ruin such electronic equipment), it is critical to verify that the clean agent system functions as designed. To accommodate this, the City has asked MWA to include the clean agent system as part of the project's commissioning scope. MWA's commissioning consultant – EPE, LLC - has provided a proposal to cover the commissioning of this system. See Exhibit 1

2. Signage – Interior and Exterior

The City has asked MWA to provide design and documentation services for building and site signage for the new ECC building and for the combined PCC/ECC campus. This signage will be based on both the requirements for the individual Client/User Group spaces within the ECC and for the collective needs of the site as a whole, with input from both PCC and ECC tenant groups. The intent is to provide informational and identification signage that is consistent in appearance, integrates with the facility design, and provides easy way-finding from the secure site entries to the specific areas within the buildings. MWA's attached proposal further describes the requested services. See Exhibit 2

Sincerely,

Joshua Stein
Project Manager
MWA Architects

Att: Exhibit 1: EPE, LLC – Additional Cx Proposal for the Emergency Coordination Center
(FAC006 Proposal 3); 2013.05.24
Exhibit 2: MWA - Fee Proposal – Building & site Signage; 2013.08.07

Exhibit 01



186467

May 24, 2013

Mr. Joshua Stein, AIA, LEED AP
Project Manager
Michael Willis Architects
70 NW Couch St., Suite 401
Portland, Oregon 97209

Subject: Additional Cx Proposal #3 for the Emergency Coordination Center (FAC006)

Dear Josh,

Thank you for giving EPE the opportunity to submit the additional scope of work on this critical facility. EPE proposes to have the additional scope of work as shown below:

ADDITIONAL SCOPE OF WORK:

Additional building system to be commissioned include:

- Novec 1230 Clean Agent Suppression System in server rooms (#124 and 206)

COMMISSIONING TASKS:

The above additional building systems/components are incorporated into the current Cx process of the Fundamental (EA prerequisite 1) and Enhanced Commissioning (EA credit 3):

DESIGN PHASE:

1. Lead, review, and oversee the completion of the Cx process activities as commissioning authority
2. Ensure the development of Owner's Project Requirements (OPR) and Basis of Design (BoD).
3. Review updated Owner's Project Requirements (OPR) and Basis of Design (BoD) for clarity and completeness.
4. Develop and implement Cx plan.
5. Incorporate commissioning requirements into construction documents.
6. Conduct commissioning design review prior to mid-construction documents.



Additional Services Proposal #3 of ECC (FAC006)

Page 2 of 4

CONSTRUCTION PHASE:

7. Review contractor submittals applicable to systems being commissioned for compliance with OPR and BoD.
8. Verify installation and performance of commissioned systems.
9. Develop systems manual for commissioned systems.
10. Verify that requirements for training are completed.
11. Complete a summary commissioning report.

OCCUPANCY PHASE:

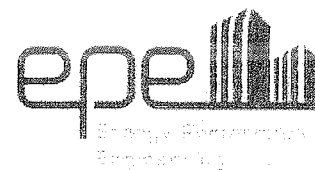
12. Review building operation within 10 months after substantial completion.

EPE proposes to provide above additional services for an estimated fee of \$4,090. Estimated number of hours, staff, and hourly rates are itemized and tabulated as below:

Hours	Staff	Hourly Rate	Cost
26	Lead Cx Agent	\$110.00	\$2,860.00
8	Cx Agent	\$85.00	\$680.00
10	Clerical Staff	\$45.00	\$450.00
44	TOTAL =		\$3,990.00

Reimbursable (includes travel) =	\$100.00
Estimated Additional Fee =	\$4,090.00

Please review and confirm that the additional services meet the needs of this critical mission facility. If a different level of service is anticipated, I can revise accordingly.



Additional Services Proposal #3 of ECC (FAC006)

Page 3 of 4

Sincerely,

Energy Performance Engineering, LLC

James Jen, P.E., CCP, CEM

LEED AP BD&C

Principal

Phone: (503) 537-0270

Fax: (503) 554-1848

Cell: (503) 476-4789



Additional Services Proposal #3 of ECC (FAC006)

Page 4 of 4

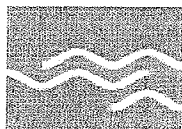
TERMS AND CONDITIONS:

- This proposal is valid for ninety (90) days.
- If this contract agreement is not executed within (90) days of the date of this proposal, and work has been authorized to proceed, the above fees will be subject to review and renegotiation.
- Work authorized and completed prior to an executed contract agreement will be invoiced and paid based upon the scope of work and fees stated above and the terms herein.
- Invoices will be sent monthly according to percentage of completed work and terms are NET 60.
- Any requested work that falls outside of the stated scope will be requested in writing and separately estimated and approved prior to commencing work.
- After this contract agreement has been executed, any modification to the agreement shall be in writing and signed by both parties.
- If the scope of work is put on hold after has been authorized, the above fee will be subject to review and renegotiation upon notice to resume work on the project.

August 7, 2013

186467

Exhibit 02



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Fee Proposal

"Building & Site Signage –
City of Portland Emergency
Coordination Center (ECC)"

Jim Coker
Supervising Project Manager
City of Portland
Office of Management and Finance
Bureau of Internal Business Services

Architectural Scope of Services

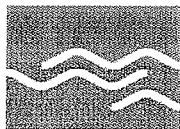
The following presents MWA Architects' (Design Consultant) specific task descriptions and a list of associated deliverables for providing Architectural Design services for Building and Site Signage for the "City of Portland's Emergency Coordination Center (ECC)." This scope of work was not identified as a requirement under the original contract, and would have been difficult to accurately define until the actual construction was near completion. A Fee Matrix indicating MWA's costs associated with each task is provided. Specific assumptions associated with individual tasks or sub-tasks are listed under those sections of the scope.

Building & Site Signage:

The City has asked MWA to provide architectural design and documentation services for building and site signage for the new ECC building and for the combined PCC/ECC site. This signage will be based on both the requirements for the individual Client/User Group spaces within the ECC and for the collective needs of the site as a whole, with input from both PCC and ECC tenant groups. The intent is to provide informational and identification signage that is consistent in appearance and provides easy way-finding from the secure site entries to the specific areas within the buildings.

The following describes in more detail the scope and procedural steps needed to complete this service:

70 NW Couch Street | Suite 401
Portland, OR 97209
P 503 973 5151 F 503 973 5060
MWAARCHITECTS.COM



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Signage – Informational Meetings

Phase 01 – Client/User Group Meetings

Conduct informational meetings with the individual Client/User Group members of the ECC (PBEM, PWB-EM, PWB-S) to understand and document their signage requirements for both their dedicated spaces and collective building/site:

- PWB-EM: Signage for EOC/Office area and any required site signage
- PWB –S: Signage for Office area and any required site signage
- PBEM: Follow up emails/calls for clarifying signage requirements already provided
- All Campus Meeting 01: Provide Owner with drawings describing proposed site signage locations and verbiage for confirmation/revisions
- All Campus Meeting 02: Present revised signage for final approval

Signage – Drawing Documentation

Phase 02 – Drawings

Provide drawings for proposed signage for described meetings and final construction drawings for fabrication and installation.

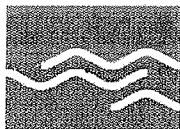
- 11x17 drawings for meetings
- Up to (3) 30x42 Drawing Sheets for fabrication/installation

Signage – Specification

Phase 03 – Specification

Provide a specification document that further describes/supports the final fabrication/installation drawings of Phase 02

- Full length Specification



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Signage – Permits

Phase 04 –Permits

Submit documents for required Sign Permit with the City of Portland

- Assume Phase 02/03 Drawings and Specifications will be submitted
- Respond to any checksheet comments

Signage – Fabrication & Installation

Phase 05 –Fabrication and Installation

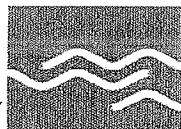
Provide assistance in the procurement and installation of the signage:

- Selecting signage fabricator
- Responding to fabricator questions/clarifications
- Reviewing shop drawings
- Assistance during installation
- Final Inspection

Signage – Current List

The following is a current list of signage described as required for this project. This list may be modified based on the requirements of each described phase:

- Site: Exterior Pedestrian & Vehicle Gate Identification Signage
- ECC: Exterior Address Signage on Vestibule 100
- ECC: Interior Identification Signage and City Seal at Lobby and Reception
- ECC: Interior Identification Signage for PCC Building
- ECC: Egress/Exiting Plan Signage (if needed)
- PBEM: Interior Signage for PBEM Offices and Coordination Room
- PWB-EM: Interior Signage for EOC/Offices
- PWB-S: Interior Signage for Office and possibly Dedicated Exterior Doors



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Signage – Assumptions

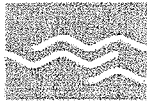
The following assumptions apply to this Fee Proposal:

- Electrical lighting and Structural Design for signage is not required
- Pricing of signage can occur during Phase 02, or latter Phase
- Signage will not require a special font design (use standard font designs available)
- Up to two (2) revisions during Phase 01 design options

Sincerely,

Joshua Stein
Project Manager
MWA Architects

August 07, 2013



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City of Portland ECC
 Site/Building Signage
 200924

SAN FRANCISCO OAKLAND PORTLAND

Task Matrix | Architectural Fees

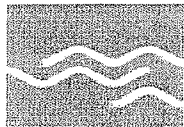
Construction Cost: TBD

Project Designers (PD): Josh Stein \$110/hr
 Tech 2 \$70/hr
 Clerical \$50/hr

Tasks	PD	Tech 2	Clerical	Subtotals	TOTALS
	\$110/hr	\$70/hr	\$50/hr		
Client/User Group Meetings					
PWB-EM	1	0	0	\$110	
PWB-S	1	0	0	\$110	
All Campus Meeting 01 - Documents	2	0	0	\$220	
All Campus Meeting 02 - Documents/Attend	3	0	0	\$330	
Subtotal - Client/User Group Meetings					\$770
Drawings					
A-1 Signage Site Plan	4	2	0	\$580	
A-5 Signage Elevations	8	2	0	\$1,020	
A-5 Signage Details	8	2	0	\$1,020	
Subtotal - Drawings					\$2,620
Specifications					
Write Architectural Spec Sections	6	0	0	\$660	
Subtotal - Specifications					\$660
Permits					
(1) Mtg w/ Local Building Officials for Submission	0	2	0	\$140	
Checksheet Comments	1	0	0	\$110	
Subtotal - Permits					\$140
Fabrication and Installation					
Submittal and Shop Drawing Review	1	2	0	\$250	
(1) Site Inspection	3	0	0	\$330	
Response to RFI's	1	1	0	\$180	
Subtotal - Fabrication and Installation					\$760
Reimbursables (Allow)					
Travel Expenditure				\$40	
Phone/Fax (Allow)				\$10	
Printing (Allow)				\$75	
Subtotal - Reimbursables					\$125
Total Fee - Architectural Only					\$5,075

December 31, 2013

186467



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SAN FRANCISCO OAKLAND PORTLAND

Additional Services Request 07

City of Portland Emergency
Coordination Center (ECC)
Contract No. 30000701

Jim Coker
Supervising Project Manager
City of Portland
Office of Management and Finance
Bureau of Internal Business Services

Dear Jim,

The following is our additional services proposal for the City of Portland's Emergency Coordination Center (ECC) project. The scope of services covers the following:

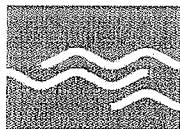
- Architectural and Engineering (Plumbing, Electrical) services for the installation of the Owner-requested coffee maker and grinder in the Lunch Break Room 202
- Assistance in selecting a suitable table for the equipment. Procurement and installation of the table, including seismic anchoring are not included in this scope.

The total lump sum fee is \$ **3,080.00**. Please see below and the following attachments for a cost breakdown.

1. Coffee Maker and Grinder Installation:

The City intends to install a commercial grade coffee maker and grinder for the building. The equipment will be used for daily tenant use which includes large meetings and training exercises. The equipment will also be sized to allow for use during emergency activations, when it is anticipated that a large number of occupants will be working within the building 24/7 for multiple days. Given the building's location and need to operate in a 'stand-alone' condition when other buildings and businesses are not available, the sizing and placement of this equipment within the facility will support the core function of this building.

70 NW COUCH STREET | SUITE 401
PORTLAND, OR 97209
P 503 973 5151 F 503 973 5060
MWAARCHITECTS.COM



mwa architects

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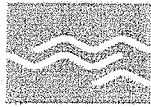
The equipment will require dedicated circuits of 200-240v power in addition to a cold water supply line. MWA will assess the existing building infrastructure to allow for the most cost-effective routing and installation of the equipment and related electrical and plumbing supplies. MWA will also provide design assistance in selecting and FF&E table appropriate for the equipment and its location within the Lunch Break Room 202. See Exhibit 1 for fee matrix

Sincerely,

Joshua Stein
Project Manager
MWA Architects

Att: Exhibit 1: MWA - Fee Proposal – Coffee Equipment Installation Design & Coordination;
2013.12.31

August 07, 2013



mwa architects

City of Portland ECC
 Coffee Equipment Installation Design &
 Coordination
 200924

SAN FRANCISCO OAKLAND PORTLAND

Task Matrix | Architectural Fees

Construction Cost: TBD

Project Designers (PD): Josh Stein

\$110/hr

Interior Designer (ID): Margaux Wenz

\$90/hr

Clerical

\$50/hr

Tasks

	PD	ID	Clerical	Subtotals	TOTALS
	\$110/hr	\$90/hr	\$50/hr		
Design and Coordination					
Assessment of Equipment and Conditions for Install & Routing	6	2	0	\$800	
Coordination w/ Engineers	4	4	0	\$720	
Drawings and Documentation	4	12	0	\$1,280	
Assistance with FF&E	0	4	0	\$280	
Subtotal - Design and Coordination					\$3,080

Total Fee -

\$3,080

Client#: 931

MWAARCHIT

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
1/29/2014

PRODUCER

Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

MWA Architects, Inc.
655 Montgomery Street, Suite 1720
San Francisco, CA 94111

INSURER A: Charter Oak Fire Insurance Comp

INSURER B: Travelers Property Casualty Co

INSURER C: Catlin Insurance Company, Inc.

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	6802433P07A	11/15/13	11/15/14	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$2,000,000
					GENERAL AGGREGATE	\$4,000,000
					PRODUCTS - COMP/OP AGG	\$4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY	BA1196P903	11/15/13	11/15/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
B	EXCESS LIABILITY	CUP2436P311	11/15/13	11/15/14	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$0					\$
						\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB8318Y479	11/15/13	11/15/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	E.L. EACH ACCIDENT				\$1,000,000	
	E.L. DISEASE - EA EMPLOYEE				\$1,000,000	
	E.L. DISEASE - POLICY LIMIT				\$1,000,000	
C	OTHER Professional Liability	AED1987741114	11/15/13	11/15/14	\$2,000,000 per claim \$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Project # 200924.00

The City of Portland, its officers, agents and employees are named as Additional Insureds to General Liability per policy form wording.

CERTIFICATE HOLDER

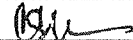
ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Portland
Attn: Rhonda Anderson
1120 S.W. Fifth Avenue, Rm. 1204
Portland, OR 97204-1912

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



POLICY NUMBER: 6802433P07A

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 11/15/13

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
Attn: Rhonda Anderson
1120 S.W. Fifth Avenue, Rm. 1204
Portland, OR 97204-1912**PROJECT/LOCATION OF COVERED OPERATIONS:**

Project # 200924.00 The City of Portland, its officers, agents 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.