

AMENDMENT NO. 8
SIXTH EARLY WORK AMENDMENT
TO CM/GC CONTRACT #4400002096
Multnomah County Central Courthouse

THIS AMENDMENT NO. 8, SIXTH EARLY WORK AMENDMENT (the "EWA #6") shall become effective June 1, 2017, for commencement of the Work, and upon execution by all parties and receipt of any applicable approvals, including approval for legal sufficiency by the County Attorney. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Contract.

The Contract, which was effective September 1, 2015, is between:

MULTNOMAH COUNTY, an Oregon political subdivision, 501 SE Hawthorne Blvd, Portland, OR 97214 (**"Owner"**),

And

HOFFMAN CONSTRUCTION COMPANY OF OREGON, 805 SW Broadway, Suite 2100, Portland, OR 97205 **CONSTRUCTION MANAGER/GENERAL CONTRACTOR ("the CM/GC")**:

The Project is: Multnomah County Central Courthouse Replacement Project (the **"Work"** or the **"Project"**).

Date of this EWA #6: June 1, 2017.

RECITALS:

A. Owner and the CM/GC desire to amend the Contract. Article 6 of the Contract provides for certain provisions to be modified and supplemented in one or more Early Work Amendments and a Guaranteed Maximum Price Amendment (the “**GMP Amendment**”) setting out the agreed remaining terms and conditions of the Contract.

B. The CM/GC has solicited and obtained Subcontractor bids and proposed pricing for nearly eighty-five percent (85%) of the Estimated Cost of Work for the Project. The Parties wish to guarantee that pricing by entering into this EWA #6, which will authorize the CM/GC to enter into subcontracts with the lowest, qualified bidders.

C. The Plans and Specifications for the Work have been completed.

D. Upon receiving the City of Portland’s approval of the remaining permits needed to build the Project, the CM/GC will solicit and obtain Subcontractor bids and proposed pricing for the remaining twenty percent (20%) of the Estimated Cost of Work. Upon securing Board of County Commissioners’ approval of the Guaranteed Maximum Price for the Project, Owner and the CM/GC will negotiate and execute the GMP Amendment, incorporating all previous EWAs and any remaining terms and conditions of the Contract.

AMENDMENTS:

Owner and the CM/GC hereby amend the Contract as set forth below. Capitalized terms used but not defined herein shall have the meanings given in the Contract Documents. Except as amended hereby, the Contract remains in full force and effect.

1. Work Commencement Date. The date of commencement of the Work was January 1, 2016.

2. Early Work

In accordance with Article 3.2 of the Contract, which authorizes the CM/GC to perform Construction Phase Services in advance of the execution of a GMP Amendment if an Early Work Amendment is executed, Owner and the CM/GC hereby agree that the CM/GC shall perform the Early Work generally described below including any Early Work Plans and Specifications.

The Scope of the previous Early Work Amendments is revised to add the following:

EWA #6 is for the CM/GC’s General Conditions and to continue procurement of labor, equipment and materials; including structure; mechanical, electrical, and plumbing (MEP); fire protection; and facade and building controls. Final budgets, including costs for Jefferson Station and tower finishes, are excluded from EWA #6 and will be included in the final GMP Amendment.

The CM/GC shall not be authorized or required to execute any other Work under the CM/GC Contract by virtue of this Amendment.

Owner does not, by execution of this Amendment, bind itself to specific rates for use in future amendments, including hourly rates charged for the CM/GC's project management personnel or stated rental rates, but reserves the right for future negotiation of those rates.

3. Maximum Early Work Price

The maximum, not-to-exceed Early Work Price ("**Maximum Early Work Price**") shall be increased by \$156,441,624.27, from \$38,435,876.41 to \$194,877,500.68.

4. Current Total Contract Price

The Current total Contract price is comprised of a maximum Preconstruction Fee and the sum of the Early Work Prices of all previous Early Work Amendments and the Maximum Early Work Price under this Amendment, all as shown below:

(a) Preconstruction Fee (maximum not to exceed amount)	\$ <u>1,514,346.00</u>
(b) Prior Early Work Amendments	\$ <u>36,921,530.41</u>
(c) Prior total Contract price (before this Amendment)	\$ <u>38,435,876.41</u>
(d) Maximum Early Work Price for this Amendment	\$ <u>156,441,624.27</u>
(e) Current total Contract price	\$ <u>194,877,500.68</u>

5. Bonding

The CM/GC shall provide to Owner a performance bond and a payment bond as required by Section G of the General Conditions, each bond in an amount that equals or exceeds the current total Early Work prices set forth in Sections 4 (b) and 4 (d), prior to supplying any labor or materials for prosecution of the Early Work.

6. Prevailing Wage Rates

The CM/GC shall pay and comply with, and require all subcontractors to pay and comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the General Conditions for Public Improvement Contracts. The Oregon Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which is incorporated herein by reference, apply to the Work authorized under this Early Work Amendment and to all future Work under the Contract through the remainder of the Project:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2016, which can be downloaded at the following web address:

http://www.oregon.gov/boli/WHD/PWR/Pages/January_2016_Index.aspx

January 1, 2016 Prevailing Wage Rates for Public Works Contracts in Oregon

The Work will take place in Multnomah County, Oregon, BOLI Region 2

The CM/GC is advised that the CM/GC remains responsible for meeting all State of Oregon prevailing wage rate requirements.

7. Retainage

Early Work means Construction Phase Services authorized by Amendment that the Parties agree should be performed before establishing the GMP. As Construction Phase Services, the Owner shall withhold and release retainage of 5% in accordance with ORS 279C.550 to 279C.580 and Section E.5 of the State of Oregon General Conditions for Public Improvement Contracts.

In lieu of Owner withholding retainage, the CM/GC has requested and Owner and the CM/GC shall enter into a "Control Agreement and Pledge and Security Agreement" authorizing the CM/GC to place securities and bonds equal in value to the retainage into a securities account at US Bank, with the assets pledged to Owner as secured party.

8. The Maximum Early Work Price for this Amendment is based on the EWA #6 Supporting Documents attached as Attachments 1-6 to this EWA #6 (12 pages) including the description of Plans & Specifications, Allowances, clarifications and exclusions, partial Schedule of Values, and the Project Labor Agreement summary.

9. Plans and Specifications. The Plans and Specifications for the Project are described in EWA #6 Section 2 Early Work Scope, listed in the EWA #6 Supporting Documents, and are described in **Attachment 1**, which is incorporated herein by this reference. The CM/GC shall perform Construction Phase Services in accordance with the Plans and Specifications and the other Contract Documents. In the event of any conflict or inconsistency with prior versions of the Plans and Specifications, the Plans and Specifications referenced in Attachment 1 to the EWA #6 take precedence.

10. Allowances. The EWA #6 price is based on the allowances, if any, set forth on **Attachment 2**, which is incorporated herein by this reference.

11. Clarifications and Exclusions. The Contractor's Clarifications and Exclusions are set forth on **Attachment 3**, which is incorporated herein by this reference.

12. Partial Schedule of Values. The Contractor's partial Schedule of Values for the Early Work covered by this EWA #6 is set forth on **Attachment 4**, which is incorporated herein by this reference.

13. Project Labor Agreement. A summary of the Project Labor Agreement (PLA) is set forth in Attachment 5, which is incorporated herein by this reference.

14. CM/GC Contract #4400002096 Between Owner and CM/GC. The parties agree to amend the Contract as follows, by adding the underlined text and deleting the struck-through text:

14.1 The Title Page of the Contract is modified, in the lines referring to the Owner's Target GMP Range and the Contract Primary Term, to read:

Contract Primary Term: 52 years – September 1, 2015 through August 31, ~~2020~~2017

14.2 Article 1.12 is modified, to read:

“1.12 Costs for General Conditions Work. Costs for General Conditions Work means the sums paid as lump sum hourly rates up to a maximum, not-to-exceed price basis as described in Article 8.8 and as identified in Exhibit C.2, and reimbursable Direct Costs for General Conditions Work identified in Costs Matrix, as outlined in RFP Document Attachments 10-A and 10-B, attached hereto as Exhibits C.1 and C.3.”

14.3 Article 1.17 is modified, to read:

“1.17 General Conditions Work. ~~Fixed Cost for~~ General Conditions Work or GC Work ~~means a fixed sum identified in Article 8.8 shall be based on or the Hourly Rates listed on page 98 of Exhibit C.2. Owner may not decide to fix General Conditions Work costs, but instead may wish to~~ has elected to treat them General Conditions Work costs as reimbursable items like all other costs of the Work. ~~If so, this section, and all related sections will be deleted or amended as instructed in Section 8.8. Final evaluation of General Conditions Work will be done as part of the GMP Amendment, defined in Article Section 1.20.”~~

14.4 Article 2.2 is modified, to read:

“2.2 Effective Date; Term of Contract. The Contract becomes effective on September 1, 2015, provided that Owner has received all necessary approvals, including approval for legal sufficiency by the County Attorney. The Contract term shall be five ~~two~~ ~~(52)~~ years, from September 1, 2015 through August 31, ~~2020~~2017. Owner shall have the option to renew this Contract for two ~~four~~ ~~(2)~~ ~~(4)~~ additional one (1) year period(s) or until the Project is constructed and opened for operation for two years.”

14.5 Article 2.4 is modified by adding the following sentence at the start of the 2nd subparagraph:

“The DPOM does not have a ranking in the Order of Precedence of Contract Documents and therefore does not add to or subtract from the requirements of the Contract.”

14.6 Article 3.1.5 is modified by re-lettering subparagraphs (c) through (h) as (d) through (i).

14.7 Article 3.1.6 (c) is modified, to read:

“(c) The CM/GC shall advise Owner on subcontracting opportunities for State of Oregon-certified minority-owned, women-owned and emerging small business firms (“MWESBs”) and work with Owner to finalize an **Economic Participation Plan** that maximizes participation of MWESBs and supports the objectives of Owner’s Workforce Training and Hiring ~~and Training~~ program and workforce diversity policy. The Economic Participation Plan shall require the CM/GC to perform the following:”

14.8 A new Article 3.1.6 (e) is added, to read:

“(e) Owner and the CM/GC, together with the labor unions representing trades working on the Project and equity stakeholders promoting equity and diversity in the skilled building trades, have negotiated and entered into a Project Labor Agreement, effective February 13, 2017, a summary of which is attached to this EWA #6 as **Attachment 5** and which incorporates Owner’s Workforce Training and Hiring program and establishes uniform, standard working conditions and diverse community participation for the efficient performance of construction work on the Project.”

14.9 Article 3.3.8 is modified, to read:

“**3.3.8** Report status at weekly Owner/Architect/Contractor (OAC) meeting or at other related meetings of the following: ~~Submitting monthly written report(s) to Owner’s Authorized Representative. Each report must include, but not be limited to,~~ Project updates including: (i) actual costs and progress for the reporting period as compared to the estimate of costs; (ii) explanations of significant variations; (iii) work completed; (iv) a monthly Project schedule update, with a narrative explaining any line item changes in the Project schedule and a recovery plan for recuperating schedule delays; (v) work in progress; (vi) changes in the Work; (vii) material and equipment delivery status; (viii) man-loading information; and (ix) other information as Owner determines is appropriate. ~~The CM/GC shall provide oral or written updates to Owner as the CM/GC deems appropriate or as Owner requests.~~”

14.10 Article 4.5.2 is modified, to read:

“**4.5.2** Job Superintendent: If Construction Phase Services are requested and accepted by Owner, ~~Mark Parsons~~Kelly Rowland shall be the CM/GC's on-site job superintendent throughout the Project term.”

14.11 Article 5.2 is modified, to read:

“**5.2** The first sentence of Article 5.7.1 is modified, to read: **5.2 Completion of Project.** The CM/GC shall achieve Substantial Completion (as defined in Section SG-1 of the Supplemental General Conditions) of the entire Work ~~not later than September 30, 2019~~ in accordance with the Project Construction Schedule to be included with the EWA #6 documentation and shall achieve Final Completion (as defined in Section A.1 of the State of Oregon General Conditions) (as amended by Section SG-1 of the Supplemental General Conditions) not later than ninety (90) days after the earlier of (i) Substantial Completion or (ii) the required date for Substantial Completion. Owner shall have the right to take possession and occupancy of the Project in

phases, and the CM/GC agrees that such partial occupancy shall not be grounds for adjustment of the GMP or the Substantial or Final Completion Dates.”

14.12 Article 6.4.8 is modified, to read:

“6.4.8 The ECOW shall include the CM/GC's contingency, (excluding the Preconstruction Fee, the General Conditions and Requirements, the CM/GC Fee, bonds and insurance) in an agreed upon sum to be stated in the GMP Amendment (the “CM/GC’s Contingency”). The CM/GC’s Contingency is a sum established by the CM/GC for the CM/GC's exclusive use to cover additional development of Plans and Specifications and unanticipated costs and unforeseen conditions which are properly reimbursable as a Cost of the Work but which are not the basis for a Change Order. For purposes of the CM/GC’s contingency, unanticipated costs and unforeseen conditions include Work within the scope of the Project and any conditions that the CM/GC reasonably should have anticipated might be encountered in a project of this size and complexity. The CM/GC shall provide Owner’s Authorized Representative, at each Owner-Architect-Contractor (“OAC”) meeting, Project cost updates that include each use made of the CM/GC’s Contingency (including the amount and purpose of each use) advance, written notice to Owner each time the CM/GC proposes to use its contingency and shall include in the notice the proposed purpose for such use, and those approved for use in advance by Owner. The CM/GC shall obtain Owner’s prior approval of individual CM/GC’s Contingency expenditures exceeding \$25,000.”

14.13 Article 7.2.1 is modified, to read:

“7.2.1 The CM/GC shall review subsequent ~~iterations~~ revisions of the Plans and Specifications as they are prepared to determine whether, in the opinion of the CM/GC, they result in a Scope Change so that it can be determined if an adjustment to the GMP is warranted.”

14.14 Article 8.1 is modified, to read:

“8.1 Cost of the Work. The term **“Cost of the Work”** means, and the costs properly reimbursable as a Cost of the Work are, those costs that are directly related to the Project, necessarily and reasonably incurred by the CM/GC in the proper performance of the Work, and specifically and expressly described in this Article 8. Cost of the Work does not include the ~~Costs for GC Work as defined in Article 1.12 or~~ Costs Excluded from Cost of the Work as set forth in Article 9.”

14.15 Article 8.2.3 is modified, to read:

“8.2.3 Fringe benefit costs paid or incurred by the CM/GC for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining contracts and, for personnel not covered by such contracts, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Articles 8.2.1. These fringe benefit costs are included in the lump sum hourly rates (Exhibits C.1 and C.2) for the wages and salaries included in the Cost of Work under Article and 8.2.2.”

14.16 Article 8.5.2 is modified, to read:

“**8.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the CM/GC at the site, whether rented from the CM/GC or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be according to industry standards, shall not exceed customary local rates or the rental rates published from time to time in the Rental Rate Blue Book for Construction Equipment, prepared by Machinery Information Division of Primedia at the time of rental. Equipment rented from CM/GC shall not exceed 75% of Blue Book rates and shall not exceed acquisition costs without Owner’s Authorized Representative’s prior approval. Information incorporated in effect at the time of rental, shall not exceed acquisition costs, and for individual items exceeding \$5,000.00, will be subject to Owner's prior approval. The CM/GC shall deliver to Owner a list of published rates from time to time at Owner's request. For all items rented or leased, the CM/GC shall charge Owner only the rental charge incurred by the CM/GC ~~with no additional administrative or other mark-up~~. The CM/GC shall make efforts and use its best skills and judgment to procure equipment in the most expeditious and economical manner consistent with the interest of Owner. Efforts shall include, but not be limited to, providing Owner’s Authorized Representative with a rent/buy analysis so that Owner may elect for the CM/GC to procure the item in lieu of rental if the facility, machinery or equipment at issue is expected to be rented for six months or longer. Such rent/buy analysis shall include, where available, a leasing rate commensurate with the expected term of rental of the facility, machinery or equipment at issue.”

14.17 Article 8.5.5 is modified, to read:

“**8.5.5** That portion of the travel and subsistence expenses of the CM/GC's personnel determined by Owner to be reasonable and necessary as approved by Owner’s Authorized Representative, at Owner approved rates, incurred while traveling in discharge of duties connected with the Work. Main office staff travel shall not be reimbursed unless approved in advance by Owner’s Authorized Representative. These travel costs shall be reimbursed only to the extent allowed under the State of Oregon travel reimbursement guidelines (“**State Travel Rules**”) applicable to Owner and only at approved State travel rates. The CM/GC personnel who are scheduled to work at the Project site for less than six months may receive a subsistence per diem, if approved by Owner’s Authorized Representative, in accordance with State Travel Rules, if their place of residence is greater than 60 miles from the Project site; provided no such personnel shall be entitled to such per diem reimbursement beyond such six-month period without prior approval of Owner’s Authorized Representative. The CM/GC personnel who live within a 60 mile radius from the Project site shall not be eligible for travel and subsistence expenses.”

14.18 Article 8.6.1.1 is modified, to read:

“**8.6.1.1** The reimbursable costs for the CCIP, including all direct and indirect costs necessary for the implementation and administration of the CCIP shall be determined with the final GMP amendment to be a percentage of the actual and final GMP amount. Any costs for the CCIP incurred in excess of this maximum amount shall be considered covered by the CM/GC Fee. The CCIP rate shall include Commercial General Liability Insurance coverage, ~~and~~ Excess Umbrella Liability Insurance, and workers’ compensation coverage in at least the amounts

required by the Contract. The other insurance coverages required by the Contract, including work scopes not covered by the CCIP, workers' compensation, employer's liability, automobile liability, builder's risk, and contractor's pollution liability insurance if required by Owner, shall be provided outside the CCIP program and until such time as the CM/GC's CCIP is in place. Section G.3 of the State of Oregon General Conditions, as adjusted in the Supplemental General Conditions, is revised to permit the CM/GC's CCIP program, but the requirements of that Section of the State of Oregon General Conditions, as adjusted by the Supplemental General Conditions, shall otherwise apply. The Section G.3.5 requirement to name Additional Insureds shall apply for coverages under the CCIP, as well as for coverages outside the CCIP. The CM/GC shall remain responsible at all times, including for the 6-year tail coverage period that will be required by Exhibit E.2 (Insurance requirements for Phase 2, which will be negotiated as part of the GMP Amendment) to ensure that, between the CCIP and the coverages provided outside the CCIP, all required insurance coverages are in place and remain in place, as required by the terms of the Contract.”

14.19 Articles 8.6.6 and 8.6.7 are modified, to read:

“**8.6.6** Costs of drawings, Specifications and other documents, including electronic documents and related electronic devices required to complete the Work, except as provided by Owner or the Architect.

8.6.7 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by Owner's Authorized Representative.”

14.20 Articles 9.1.10, 9.1.11 and 9.1.13 are modified, to read:

“**9.1.10** Except for Early Work, the cost of Preconstruction Phase Services that exceed the Preconstruction Fee in Article 6.2.

9.1.11 The Cost of the Work for GC Work in excess of the Fixed Cost for GC Work if Fixed Cost GCs are established in Article 1.17 and Article 8.8.

9.1.12 Any costs in excess of the GMP.

9.1.13 Any costs associated with CM/GC personnel travel expenses within a 60 mile radius of the Project.”

14.21 Article 11.2.3 is modified, to read:

“**11.2.3 Retainage from Subcontractors.** Except with Owner's Authorized Representative's prior approval, payments to Subcontractors shall be subject to retainage of five percent (5%). Owner and the CM/GC shall agree upon a mutually acceptable procedure for review and approval of payments and retainage for Subcontractors. Whenever the CM/GC pays a Subcontractor in full, including the five percent (5%) retainage, and notifies Owner as provided in ORS 701.420, Owner shall, within 15 days after receiving the notice, reimburse the CM/GC, out of Owner's retainage withheld from the CM/GC, a sum equal to the retainage the CM/GC paid to the Subcontractor. Interest on the amount due the CM/GC at the rate of one percent (1%)

per month shall commence 30 days after Owner receives notice of full payment to the Subcontractor.”

14.22 Articles 11.3.3 (c) and (d) are modified, to read:

“(c) If fewer than three (3) Offers are submitted in response to any solicitation (inclusive of any Offer submitted by the CM/GC), prior written review and approval by Owner’s Authorized Representative and approval by Owner shall be required to accept an Offer.

(d) The CM/GC may develop and implement a prequalification process for particular solicitations (Earthwork, Concrete, Seismic, Structural, Drywall, Roofing, Millwork & Cabinetry, Elevators, Floor Coverings, Painting, Exterior Envelope (storefront, exterior glazing, etc.), Mechanical, Fire Protection, Electrical (General), Electrical (Data & Low Voltage), Fire Alarm, Access Control, security, any package involving installation of Specialized Equipment, plus any other Subcontract for which the CM/GC estimate exceeds \$1,000,000), followed by selection of successful Offers among those offerors that the CM/GC determines meet the prequalification standards. The CM/GC may develop and implement a prequalification process for other solicitations, followed by selection of successful Offers among those offerors that the CM/GC determines meet the prequalification standards, with Owner’s Authorized Representative’s review and ~~prior written~~ approval of such prequalification process.”

14.23 Articles 11.3.3 (h) and (i) are modified, to read:

“(h) The CM/GC will document any and all discussions, questions and answers, modifications and responses to or from any offeror and ensure that the same are distributed to all competitive offerors, and Owner shall be entitled to inspect such documentation on request.

(i) The CM/GC shall determine the lowest Offer for each solicitation that meets the CM/GC’s reasonable performance standards for the components of the Work at issue; provided that if the CM/GC determines it is unable to execute a suitable subcontract with such offeror, the CM/GC may, with Owner’s Authorized Representative’s prior approval, execute a subcontract with the second-lowest offeror pursuant to Article 11.3.4 below.”

14.24 Articles 11.3.4 and 11.3.5 are modified, to read:

“**11.3.4**Under procurement provisions of Article 3.1.6(c) and other special circumstances and only with mutual agreement of ~~prior written authorization by Owner and the CM/GC~~, Work may be subcontracted on other than a low price basis, including without limitation, through competitive negotiation. As a condition of such mutual agreement to its authorization, Owner’s Authorized Representative may require the CM/GC’s ~~agreement~~ to establish and implement qualification and performance criteria for offerors, including a scoring system within requests for proposals. Special circumstances include, without limitation, the following: instances where only a single fabricator of materials exists; special packaging requirements for Subcontractor work; design-build work; and instances in which an alternative contracting method can be demonstrated to clearly benefit Owner.

11.3.5 The CM/GC shall notify Owner's Authorized Representative in writing in advance before award of any proposed Subcontract, which notice shall include summaries in a form acceptable to Owner of all Offers received for the Subcontract at issue. Owner reserves the right to disapprove any proposed Subcontractors, suppliers and Subcontract or supply contract awards, based on legal standards of responsibility."

14.25 Article 12.1 is modified, to read:

"12.1 Accounting; Audit Access. The CM/GC shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract; the accounting and control systems shall be satisfactory to Owner. Owner and Owner's representatives, including accountants and auditors employed by or under contract with OJD and DAS, shall be afforded reasonable and regular access to the CM/GC's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Contract throughout the applicable retention period, and the CM/GC shall preserve these, at the CM/GC's expense, for the longer of: (1) a period of six (6) years after Final Completion; final payment, (2) if any part of the Contract is involved in litigation, then until the litigation is resolved; or (3) for such longer period as may be required by law."

14.26 Article 13.4.1 is modified, to read:

"13.4.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work under the Schedule of Values by the share of the GMP allocated to that portion of the Work in the Schedule of Values, as documented by CM/GC, subcontractor and vendor invoices. Pending final determination of cost to Owner of changes in the Work, any amounts in dispute shall not be included;"

14.27 Article 13.4.3 is modified, at the 2nd line, by replacing "Article 6.1.2," with "Article 6.1."

14.28 Article 13.4.7 is modified, to read:

"13.4.7 Subtract 5% retainage on the entire progress payment, except as otherwise provided in Article 11.2.3."

15. Summary of Construction Schedule. A Summary of the Contractor's Construction Schedule is set forth on **Attachment 6**, which is incorporated herein by this reference.

16. Remaining Provisions. Except as amended herein, all provisions of the Contract shall remain in full force and effect, including Article 6 regarding establishment of the GMP. This EWA #6 does not create any contractual rights or obligations regarding the possible addition of future phases of the Work, including, in particular, additional Construction Phase Services not authorized hereunder, unless a GMP Amendment or another Early Work Amendment is executed between the Parties.

17. Tax Compliance Certification. The individual signing on behalf of the CM/GC hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of the CM/GC, s/he has authority and knowledge regarding the CM/GC's payment of taxes, and to the best of her/his knowledge, the CM/GC is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 401.792 to 401.816, ORS 320.005 to 320.150 and 403.200 to 403.250, and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620.

THIS EARLY WORK AMENDMENT #6 is executed and agreed to effective as of the date first above written.

CM/GC:

Name of Firm: **HOFFMAN CONSTRUCTION COMPANY OF OREGON**
Address: 805 SW Broadway, Suite 2100, Portland, OR 97205

CM/GC's Federal Tax I.D. #: _____

Construction Contractor's Board Registration No.: _____

Signature of Authorized Representative of CM/GC
Name & Title: Dan Harmon, Executive Vice President
Date _____

OWNER:

MULTNOMAH COUNTY,
an Oregon political subdivision

Signature of Deborah Kafoury, Chair
Date _____

APPROVED AS TO LEGAL SUFFICIENCY
Jenny M. Madkour, Multnomah County Attorney

Signature of Assistant County Attorney
Date _____

LIST OF ATTACHMENTS TO EWA #6

- | | |
|--------------|---|
| Attachment 1 | List of Plans and Specifications, on which the Early Work #6 Price is based. |
| Attachment 2 | Allowances. |
| Attachment 3 | Clarifications and Exclusions, made in preparing the Early Work #6 Price. |
| Attachment 4 | Partial Schedule of Values. |
| Attachment 5 | Project Labor Agreement Summary dated February 13, 2017. |
| Attachment 6 | Summary of Construction Schedule, dated _____.
Jefferson Station – Substantial Completion – January 2020
Substantial Completion _____
Final Completion _____ |

ATTACHMENT 1 TO EWA #6

List of Plans and Specifications

Project Documentation. This Early Work Amendment is based on the following Project Documents.

- A. Tower Structural Permit Drawings dated 2/10/17 comprised of the following sub sets:
 - i. General/Fire Life Safety – For Information Only.
 - ii. Civil (Partial).
 - iii. Structural.
 - iv. Architectural (Partial).
 - v. Fire Protection – For Information Only.
 - vi. Plumbing – For Information Only.
 - vii. Mechanical – For Information Only.
 - viii. Electrical – For Information Only.
 - ix. Technology – Site Plan.
- B. Tower Structural Permit Specifications dated 2/10/17.
- C. Permit Drawing Volumes 1 – 5 dated 4/14/17 comprised of the following sets:
 - i. Volume 1.
 - a. Civil.
 - b. Landscape.
 - c. Structural – Jefferson Station Only.
 - ii. Volume 2.
 - a. Architectural (A001 – A497).
 - iii. Volume 3.
 - a. Architectural (A500 – A792).
 - b. Interior Furnishings – Used for reference only, all Scope assumed to be Furniture, Fixtures, or other Equipment (FF&E).
 - iv. Volume 4.
 - a. Fire Protection.
 - b. Plumbing.
 - c. Mechanical.
 - v. Volume 5.
 - a. Electrical.
 - b. Technology.
 - c. Audio Visual – Partial Scope inclusion only.
 - d. Electronic Security.
 - e. Fire Alarm.
- D. Permit Specifications dated 4/14/17.
- E. Architect’s Supplemental Instructions (ASIs) as follows:
 - i. ASI No. 1 – 1/20/17.
 - ii. ASI No. 2 – 1/30/17.
 - iii. ASI No. 3 – 2/3/17.
 - iv. ASI No. 4 – 3/14/17.

- v. ASI No. 5 – 3/30/17.
 - vi. ASI No. 6 – 3/23/17.
 - vii. ASI No. 7 – 4/24/17.
 - viii. ASI No. 8 – 4/28/17.
 - ix. ASI No. 9 – 4/27/17.
 - x. ASI No. 11 – 5/5/17.
- F. Requests for Information (RFI) No's. 1-40, 45, 47 & 47.1.

ATTACHMENT 2 TO EWA #6

Allowances

Owner Allowances. Owner Allowances are included in the EWA Contract Amount as an estimated “could cost” for work where costs could not be estimated, design was not complete, or the scope may include unforeseen conditions. Fee & General Conditions are carried within the EWA on the Allowance amounts indicated on the attached breakdown. Allowances are carried as part of the GMP. Actual Allowance expenditures will be reconciled at the end of the Project. If Allowance scope or cost are decreased, Fee, GC’s and GMP may be decreased accordingly. If Allowance scope or cost are increased over the amount allocated in Attachment 2 to EWA #6, Fee, GC’s and GMP may be increased through a Change Order. Additional Owner Allowances will be identified in future GMP Amendment.

A. Exchange Rate Allowance – up to \$100,000.00

- i. Exchange rates for Millwork being procured from Canada are based upon an exchange rate of \$1.30 CAD: \$1.00 USD. If increases or decreases are equal to or greater than 2% as published by the Wall Street Journal, on the date the invoice is dated, the contractual exchange rate will be adjusted accordingly. The altered exchange rate would then establish the new exchange rate until a payment date in which it again changes equal to or greater than 2%. Any necessary adjustments to an invoice will be made in the following month. These monthly adjustments will not require a Change Order.
- ii. Exchange rates for Stone being procured from Spain are based upon an exchange rate of \$0.90 EUR: \$1.00 USD. If increases or decreases are equal to or greater than 2% as published by the Wall Street Journal, on the date the invoice is dated, the contractual exchange rate will be adjusted accordingly. The altered exchange rate would then establish the new exchange rate until a payment date in which it again changes equal to or greater than 2%. Any necessary adjustments to an invoice will be made in the following month. These monthly adjustments will not require a Change Order.

ATTACHMENT 3 TO EWA #6

Clarifications and Exclusions

Clarifications. Scope changes to the items below may result in added costs to the GMP to be reimbursed via Change Order.

A. General Items:

- i. EWA #6 is based upon increase in Builders Risk insurance from .15% to .18% effective June 1, 2017.
- ii. Audio/Video (AV) drawings have been used to establish quantities for pathways and backboxes for AV equipment only.
- iii. EWA #6 pricing based upon Multnomah County Low Voltage Trade Partner Responsibility Matrix for MCCCH dated 5/9/2017 (LV Matrix).

B. Specifications:

- i. Section 01 43 29, 3.2-B – Visual effect mockups are figured to be in place mockups.
- ii. Section 08 56 73 - Sound control windows are excluded, alternate for hollow metal (HM) frame to achieve savings identified through past cost cutting measures is include herein.
- iii. Section 27 41 16 – Integrated Audio–Video Systems has only been used for information regarding pathways and backboxes for AV systems. All other information within this specification is excluded.
- iv. Section 26 05 19, 3.2-F – metal-clad (MC) Cable runs have been figured to be no longer than 100’ in lieu of 50’ as specified.

C. Drawings:

- i. Basement walls are figured to be shotcrete.
- ii. C2/A696 – Substrate behind marble has been figured to be unfinished.
- iii. Spectator seating figured to be PB-95 as manufactured by Ratigan Schloter in lieu of benches shown in details D2/A660 for the tower and D2/A696 for Jefferson Station and elsewhere in drawings.
- iv. All instances of insulation being noted as “rigid” at exterior parapets has been figured as semi rigid to align with specification section 07 21 00 Thermal Insulation.
- v. Secure perimeters on Floors 7 – 17 indicated on Sheet A003 have been figured per C4/A602 and do not include full height concrete masonry unit (CMU) indicated by wall types on the floor plans.
- vi. Electrical - EWA #6 pricing based upon 5/8” ground rods can be used in lieu of 3/4” indicated.
- vii. Electrical – EWA #6 pricing based upon irreversible compression lugs, splices, and connections being utilized.
- viii. Electrical - EWA #6 pricing based upon branch and feeder conduits will be grounded per code required methods and locations.
- ix. Electrical – EWA #6 pricing based upon the following in regards to feeders:
 - a. Ground bushings will be installed per National Electrical Code (NEC) requirements.
 - b. Conduit runs will include standard radius factory bends.

- c. Polyvinyl chloride (PVC) conduit will be used for slab on grade raceways in lieu of galvanized rigid conduit (GRC).
- d. Per pending model design, two additional usable bus duct plug in spaces will not be available at each location.
- e. Fiberglass conduit will be used when practical.
- x. Electrical – EWA #6 pricing assumed breaker locks will only be provided on switchboard breakers in lieu of all breakers.
- xi. Electrical – EWA #6 pricing assumed the following for Lighting Branch and Wire:
 - a. Raceways will be limited to 270 degrees of bend and will be coordinated with other trades in lieu of engineer approval of bends.
 - b. Conductors will be de-rated per NEC requirements.
 - c. Electrical non-metallic tubing (ENT) conduits will be used in pressure-treated (PT) decks.
- xii. Electrical – EWA #6 pricing assumed the following for Power Branch & Wire:
 - a. Raceways will be limited to 270 degrees of bend and will be coordinated with other trades in lieu of engineer approval of bends.
 - b. Conductors will be de-rated per NEC requirements.
 - c. ENT conduits secured to bottom rebar mat in PT decks.
 - d.
- xiii. All scanning and x-ray equipment to be Owner-furnished/Owner-installed (OFOI). Some instances of the equipment is noted as Owner-furnished/Contractor(CM/GC)-installed (OFICI) other instances are not noted at all.
- xiv. All kiosks are to be OFOI.
- xv. All work indicated within furnishing drawings is considered for information only.
- xvi. Secure perimeter walls figured as CMU to 6” above adjacent ceilings. Gypsum wall board (GWB) secure partition above CMU to structure.
- xvii. Sheet P099 – has not been updated to show the areaway drains (AD1) routing to the sanitary sewer system as approved by Interface. EWA #6 pricing reflects the AD1’s being routed to the sanitary sewer system through the backwater/motorized gate valve assembly.
- xviii. The domestic water supply distribution on levels 7-17 has been figured to a vertical distribution concept in lieu of horizontal distribution currently indicated in the documents.
- xix. Plumbing sheets have not clearly replaced all L6 & L7 fixtures with L3 fixtures. EWA #6 pricing based upon all L6 & L7 fixtures being replaced with L3 fixtures.

Exclusions. Addition or inclusion of the scope items below may result in added costs to the GMP to be reimbursed via Change Order.

A. General Items:

- i. Cost of any revisions to scope of Work due to city check sheet comments during permit set review.
- ii. Any additional scope or Work related to PGE Transformer vault not identified within documents listed in Attachment 1.
- iii. Additional fire alarm components above code required.

- iv. Wire or equipment for press feeds.
 - v. EWA #6 does not include any AV equipment or cabling.
 - vi. EWA #6 only includes conduit pathways and boxes for press camera's (PCAM's) and press feeds.
 - vii. Art panels indicated to be RACC provided.
 - viii. EWA #6 does not include any head end IT Equipment and racks. (Reference LV Matrix).
 - ix. EWA #6 does not include furnish or installation of wireless application protocols wireless access point (WAP's). (Reference LV Matrix).
 - x. EWA #6 does not include the build out of IT rooms or AV rooms. This Work to be performed by Owner. (Reference LV Matrix).
 - xi. EWA #6 does not include any FF&E except as specifically shown on documents to be Contractor (CM/GC)-furnished/Contractor (CM/GC)-installed (CFCI) or OFCI.
- B. Specifications:
- i. Section 08 56 73 – Sound control windows is excluded, alternate for HM frame to achieve savings identified through past cost cutting measures is included herein.
 - ii. Section 23 05 48, 2.5B – Inertia bases are excluded.
 - iii. Section 27 41 16 – Integrated AV system is excluded in its entirety with the exception to language regarding pathways and backboxes.
- C. Drawings:
- i. Details for Clerestory frame on A717 are not included within the EWA #6 pricing as this reflects a system different than what is specified in 08 56 73 as well as the HM frame that has been proposed.

ATTACHMENT 4 TO EWA #6

Partial Schedule of Values

References:

0001	00.006088	Builders Risk Insurance	\$281,595
0002	00.006090	Permits and Fees	\$200,695
0003	00.006097	CCIP - GL & WC Insur (FullWrap)	\$3,942,329
0004	00.006100	Contractor Bond	\$903,450
0005	00.006200	Subguard/Sub Bonds	\$1,425,844
0006	00.007000	Reimburable GCs as % of work	\$(1,809,206)
0007	00.007001	Supervision	\$3,894,915
0008	00.007012	Supervisory Travel (>60 miles)	\$28,080
0009	00.007013	Business Meals	\$6,240
0010	00.007024	Photographs	\$53,352
0011	00.007026	Plans, Prints, Digital Dashboard	\$87,360
0012	00.007027	Bid Advertisements	\$15,600
0013	00.007060	Hoffman Equipment Rental	\$143,213
0014	00.007061	3rd Party Equip., Insured	\$127,300
0015	00.007063	Gas, Oil & Maint.	\$27,051
0016	00.007064	Hoisting (TowerCrane & Manlifts)	\$1,142,663
0017	00.007065	Transport Equipment	\$8,736
0018	00.007067	Erect & Dismantle Equip.	\$400,000
0019	00.007069	Small Tools	\$60,000
0020	00.007070	Consultant Fees	\$65,000
0021	00.007075	Arch/Engineers Fees	\$58,500
0022	00.007098	Computer Charges	\$128,214
0023	00.010500	Field Surveying	\$571,787
0024	00.014100	Testing & Inspections (3rd Party)	\$31,954
0025	00.014523	Window Testing	\$140,000
0026	00.014339	Mock-ups	\$100,000
0027	00.015100	Temp Electrical Install	\$117,000
0028	00.015110	Power Bills	\$262,080
0029	00.015120	Water & Sewer Bills	\$31,200
0030	00.015150	Temporary Sanitation (Toilets)	\$123,552
0031	00.015155	Temporary Sanitation (Dropboxes)	\$189,696
0032	00.015160	Temporary Heat	\$561,600
0033	00.015165	Temporary Weather Protection	\$56,160
0034	00.015180	Temp Water & Sewer Install	\$49,920
0035	00.015200	Temp Structures	\$173,670
0036	00.015210	Temporary Protection (Finishes)	\$17,900
0037	00.015240	Temporary Work Base	\$78,000
0038	00.015260	Temp Fire Protection	\$12,400
0039	00.015280	Safety	\$163,793
0040	00.015282	Drug Testing	\$49,200
0041	00.015290	First Aid Supplies	\$2,488
0042	00.015300	Barricades/Fencing	\$131,059
0043	00.015800	Construction Signs	\$12,480
0044	00.015920	Office Supplies	\$62,320
0045	00.015922	Network & Data Connection	\$24,289

ATTACHMENT 4 TO EWA #6

Partial Schedule of Values

CE#	Description	Total
0046	00.015940 Phone & Postage	\$29,888
0047	00.017990 Job Services	\$518,260
0048	00.024113 Structural Exploration	\$(45,000)
0049	00.024116 Bridge modifications	\$(500,000)
0050	00.030000 Cast-In-Place Concrete	\$21,416,546
0051	00.042200 Concrete Unit Masonry	\$1,664,895
0052	00.044200 Exterior Stone Cladding (Trade Partner)	\$17,928,113
0053	00.051200 Structural Steel Framing	\$6,026,744
0054	00.054100 Structural Metal Stud Framing	\$221,120
0055	00.055000 Misc Metal Fabrications	\$129,250
0056	00.055100 Metal Stairs	\$196,125
0057	00.061000 Rough Carpentry & Backing	\$29,738
0058	00.062000 Millwork&Casework (Non-Court)	\$611,687
0059	00.064100 Millwork&Casework (Courts)	\$2,394,485
0060	00.071000 Waterproofing & Dampproofing	\$320,158
0061	00.072500 Air & Weather Barrier System	\$24,934
0062	00.074200 Metal Wall Panels	\$941,425
0063	00.075000 Membrane Roofing	\$457,951
0064	00.076000 Flashing and Sheet Metal	\$102,575
0065	00.077100 Roof Specialties	\$3,900
0066	00.079512 Seismic/Expansion Joints	\$66,389
0067	00.080000 Entrances and Storefronts	\$1,800,000
0068	00.080150 Wood & Steel Window Restoration	\$59,899
0069	00.081100 Metal Doors and Frames	\$502,072
0070	00.081400 Wood Doors	\$344,609
0071	00.083000 Specialty Doors & Frames	\$89,534
0072	00.083300 Coiling & Fire Doors	\$501,196
0073	00.084400 Exterior Glazing (Trade Partner)	\$11,159,402
0074	00.086200 Unit Skylights	\$139,030
0075	00.087100 Door Hardware	\$980,038
0076	00.088000 Glazing (Interior & Security)	\$1,024,463
0077	00.089000 Louvers and Vents	\$554,449
0078	00.090901 Façade Repair&Paint at JS	\$13,928
0079	00.092000 Walls and Ceilings (Trade Partner)	\$6,071,550
0080	00.093000 Ceramic Tiling	\$1,821,103
0081	00.096500 Resilient Flooring	\$156,702
0082	00.096600 Terrazzo Flooring	\$293,275
0083	00.096800 Carpeting	\$1,577,985
0084	00.099000 Interior Painting	\$1,401,854
0085	00.100000 Interior Building Specialties	\$1,315
0086	00.101000 Visual Display Surfaces	\$50
0087	00.102600 Wall and Door Protection	\$725
0088	00.102813 Toilet Accessories	\$2,016
0089	00.111900 Detention Equipment (Trade Partner)	\$298,267
0090	00.111920 Detention Doors & Hrdwr	\$434,589
0091	00.115210 Audio-Visual Equipment	\$85
0092	00.122000 Window Treatments	\$565,237
0093	00.124819 Entrance Floor Gratings	\$1,159
0094	00.129313 Bicycle Racks & Lockers	\$2,240
0095	00.130850 Viscous Damping Devices	\$(700,000)
0096	00.142000 Elevators	\$(1,908,474)
0097	00.211000 Water-Based Fire Suppression	\$3,429,000
0098	00.220000 Wetside HVAC (Trade Partner)	\$13,613,318
0099	00.220100 Plumbing	\$6,560,779
0100	00.230000 Dryside Mechanical (Trade Partner)	\$6,043,361
0101	00.230900 BAS Controls	\$451,481

ATTACHMENT 4 TO EWA #6

Partial Schedule of Values

CE#	Description		Total
0102		00.233000 Basement AHU procurement	\$(300,248)
0103		00.260000 Electrical (Trade Partner)	\$16,958,708
0104		00.263100 Solar - Photovoltaic System	\$763,438
0105		00.263200 Generator	\$(585,000)
0106		00.272000 Data & Voice Communications	\$3,820,983
0107		00.274117 Sound Masking System	\$193,660
0108		00.275000 DAS Public Safety System	\$353,498
0109		00.276000 DAS Cellular System	\$706,043
0110		00.280000 Electronic Access Control	\$1,079,459
0111		00.282000 Security Cameras & Electronics	\$2,248,691
0112		00.283000 Fire Detection & Alarm	\$1,374,343
0113		00.311000 Site Clearing	\$82,000
0114		00.312000 Earthwork & Bldg Excavation	\$941,494
0115		00.312319 Dewatering	\$75,000
0116		00.314100 Shoring	\$(4,263,710)
0117		00.316300 Bored Piles	\$2,007,800
0118		00.316600 Special foundations	\$(150,000)
0119		00.330000 Off-Site Utilities - Moore	\$533,350
0120		00.333500 Off site City Utilities - IGA	\$24,785
0121		00.990002 Construction Contingency	\$2,222,512
0122		00.990003 Alternate Procurement	\$1,481,728
0123		00.999900 Fee	\$2,894,191
Total Cost			\$156,441,624

ATTACHMENT 5 TO EWA #6

Project Labor Agreement Summary dated February 13, 2017

Multnomah County (“**Owner**”) and Hoffman Construction Company of Oregon (the “**CM/GC**”), together with the labor unions representing trades working on the Central Courthouse Project and equity stakeholders promoting equity and diversity in the skilled building trades, have negotiated and entered into a Project Labor Agreement, effective February 13, 2017 (the “**PLA**”), which incorporates Owner’s Workforce Training and Hiring program and establishes uniform, standard working conditions and diverse community participation for the efficient performance of construction work on the Project.

Owner recognizes that, as a public owner, it has a unique role in the construction industry to ensure that public dollars spent benefit the community that it serves and does not indirectly or passively perpetuate discrimination against or historical under-inclusion of minorities and women and low income people in the construction industry. The Signatory Unions and the CM/GC recognize that strikes, sympathy strikes, pickets, work stoppages, slowdowns, lock outs, or other labor disruptions on Owner’s construction projects significantly hinder the ability of Owner to achieve its institutional mission.

The Signatory Unions, the CM/GC and the Equity Stakeholders recognize that Owner is entitled to retain and exercise full and exclusive authority for the management of its operations, and shall remain the sole judge in determining the competency and qualifications of all firms responding to its Invitations to Bid, including all prime contractors and subcontractors, with the corresponding right to hire or reject such potential contractors on its public works projects. The Signatory Unions, the CM/GC and the Equity Stakeholders recognize that securing the contracting diversity and apprenticeship objectives of the PLA should not impose undue administrative burdens on Owner, or the CM/GC and Subcontractors.

The objectives of the PLA are to ensure that:

- A. The public served by Owner receives the fullest benefit of those public works construction projects undertaken by Owner including economy and efficiency;
- B. Owner optimizes through its contracting processes diverse community participation inclusive of racial and ethnic minorities, and women in the Project;
- C. Owner receives the benefit of a highly skilled and well-trained workforce, and the development through apprentice programs of skilled labor based in the community, in the performance of the work on the Project;
- D. The Project is performed without disruptions caused by labor unrest, including strikes, sympathy strikes, lock outs, picketing, work stoppages, slowdowns and similar job disruptions;

- E. The PLA is established as a fair and balanced approach with respect to the rights and obligations of union and open shop contractors and employees; signatory and non-signatory contractors to the PLA; disadvantaged, minority, women, service disabled veterans and emerging small business enterprises and employees; and the equity interests of the community in the Project.

The Signatory Unions that have signed the PLA are:

Boilermakers Local 242
Bricklayers and Allied Craftworkers Local #1 Oregon
Cement Masons Local 555
Pacific Northwest Regional Council of Carpenters
IBEW Electricians Local 48
Elevator Constructors Local 23
Glass Workers Local 740 (IUPAT DC5)
Heat and Frost Insulators Local 36
Iron Workers Local 29
Laborers Local 737
Linoleum Layers Local 1236 (Floor Coverers IUPAT DC5)
Operating Engineers Local 701
Painters Local 10 (IUPAT DC5)
Plasterers Local 82
Roofers Local 49
Sheet Metal Workers Local 16 (SMART)
Sprinklerfitters Local 669
Teamsters Local 162

In lieu of signing the PLA, the UA Plumbers and Steamfitters Local 290 elected to sign and submit a letter of support dated February 8, 2017.

The Equity Stakeholders that have signed the PLA are:

National Association of Minority Contractors – Oregon
Oregon Association of Minority Entrepreneurs

An electronic copy of the executed PLA may be obtained by submitting a written request (including a return email address) to: Office of Multnomah County Attorney, ATTN.: Property Group, 501 SE Hawthorne Blvd, Suite 500, Portland, OR 97214.