

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 2017-079

Approving the FAC-1 Project Construction of the Multnomah County Central Courthouse and Authorizing the County Chair to Execute the Guaranteed Maximum Price Amendment.

The Multnomah County Board of Commissioners Finds:

- a) Oregon Revised Statutes § 1.185 requires each County to "provide suitable and sufficient courtrooms, offices and jury rooms for the court, the judges, other officers and employees of the court and juries in attendance upon the court, and provide maintenance and utilities for those courtrooms, offices and jury rooms." For over forty years Multnomah County (County) has studied options to rehabilitate the existing Central Courthouse or construct a new one.
- b) The County's studies have determined the Central Courthouse is not designed to current seismic standards, does not meet current and future operational needs, and does not meet best practices for safe and secure transport of prisoners to the Courthouse and within the Courthouse. Based on a 2011 study, the County concluded it would be more cost effective to construct a new Multnomah County Central Courthouse (MCCCH or the Project) rather than renovate the current building.
- c) Beginning in 2013, the County's MCCCH Project team and the County's Governmental Relations Office negotiated legislative amendments and Intergovernmental Agreements (IGAs) with the Oregon Department of Administrative Services (DAS) and the Oregon Judicial Department (OJD) to provide state approval and matching funds for courthouse renovation and construction projects. Chapter 705, Oregon Laws 2013, authorized creation of the Oregon Courthouse Capital Construction & Improvement (OCCCI) Fund and provided for the sale of Article XI-Q bonds to finance the State's matching share of costs for new or renovated courthouses, or portions thereof, owned or operated by the State under a long-term lease or IGA with each county.
- d) On December 18, 2014, the Board of County Commissioners (Board) adopted Resolution #2014-141: Approving the FAC-1 Preliminary Planning Proposal, including the Project Proposal, the Preferred Site, Cost Estimates & Funding Strategy, and Submittal of the Courthouse Funding Application to the Oregon Chief Justice, OJD and DAS. On February 12, 2015, the Board approved the use of the Construction Manager/General Contractor (CM/GC) delivery method for the Project in Resolution #2015-012.

- e) The Project was approved by the Oregon Chief Justice and DAS on March 16, 2015, which qualifies MCCCH for 50% State funding from the OCCCI Fund to match the County's 50% contribution. On March 31, 2015, the State issued Article XI-Q bonds, including \$15 million to fund the State's initial MCCCH Project match. In addition, the legislature approved the County's funding request in the 2015-17 Biennium for an additional \$17.4 million for the Project.
- f) On April 16, 2015, by Resolution #2015-031, the Board finalized the site selection of Block 8 at the West end of the Hawthorne Bridge and authorized issuance of RFPs for architectural & engineering services and for a CM/GC for the Project. SRG Partnership, Inc., was selected to perform design services, and Hoffman Construction Company of Oregon (Hoffman) was selected as CM/GC to perform pre-construction services. The County and Hoffman executed and entered into the CM/GC Contract for the Project with an effective date of September 1, 2015 (CM/GC Contract).
- g) On December 17, 2015, the Board adopted Resolution #2015-129: Approving the FAC-1 Project Plan and authorizing the Schematic Design and Design Development Phases of the Project. On the same day, the Board adopted Resolution #2015-130: Authorizing the County Chair to execute an IGA with DAS and OJD for funding the Central Courthouse Project, Phase I.
- h) On January 15, 2016, the County, DAS and OJD executed the Multnomah County Courthouse Funding Agreement – Phase I. By Resolution #2016-067, adopted June 16, 2016, the Board approved the FAC-1 Project Design and Construction Plan for the new Courthouse and authorized the Project team to proceed with development of detailed construction documents.
- i) The Project has made use of the \$15 million in State XI-Q Bond proceeds for Phase I. DAS has paid the County's first six requests for disbursement of the state's 50% matching share of approved courthouse costs.
- j) The State issued \$17.4 million of Article XI-Q bonds on February 21, 2017, to provide the Phase II State Funds for the Project. The County, OJD and DAS have nearly completed negotiating the Multnomah County Courthouse Funding Agreement – Phase II, which will authorize OJD and DAS to continue disbursing the State's 50% matching share from the OCCCI Fund.
- k) The 2017 legislature also approved the County's third funding request for an additional \$92.6M during the 2017-19 Biennium, thus, completing the State's \$125 million match from the OCCCI Fund for capital construction of the Project. In addition, the 2017 legislature approved \$8.9 million for OJD's information technology infrastructure to be installed as part of MCCCH construction during the 2017-19 Biennium. OJD will seek approval from the 2019 legislature for the final

installment of fixtures and equipment funding and move-in costs, which will not be budgeted or incurred until the 2019-21 Biennium.

- l) The Phase III funding of \$92.6M will be disbursed as Project construction continues and DAS approves the County's requests for disbursement. It is assumed that the balance of the County's contribution to the Project will be financed primarily with County-issued, long-term, full faith and credit bonds. Prior and future General Fund cash contributions will limit the amount of long-term debt needed. The \$5 surcharge initiated in January 2017 on parking and traffic tickets will also generate revenue of about \$1.2M annually to pay debt service over the bonds' projected 30-year term.
- m) Prior to completion of the Project, the County and DAS will negotiate and submit for Board approval a 30-year lease of MCCCH from the County to DAS, providing for OJD's exclusive occupancy and control of the court facilities during the payoff term of the State XI-Q Bonds issued to finance the State's share of Project construction costs.
- n) On June 8, 2017, the Board approved the FAC-1 Project Construction Early Work Package and authorized the County Chair to execute Early Work Amendment #6 (EWA #6) for procurement of Structural, Mechanical, Electrical, Plumbing, Façade and Glass, labor and materials, with a total value of \$156.6 million, which brought the CM/GC Contract total to \$195 million.
- o) County Administrative Procedure FAC-1 requires the Facilities and Property Management Division (FPM) to prepare and obtain Board approval of the construction contract and budget for a Major Facilities Capital Project such as the MCCCH Project.
- p) Subject to the Board's approval, the Guaranteed Maximum Price Amendment will bring Hoffman's CM/GC Contract total to \$246.4 Million. The GMP Amendment includes the scopes of work previously approved by the Board in six (6) Early Work Amendments. The total budget for the Project, including property acquisition; design, engineering and permitting fees; construction costs; insurance and bonds; and Owner's Contingency of 5.5%, will be \$324.5 Million.

The Multnomah County Board of Commissioners Resolves:

1. Approval of the FAC-1 Project Construction of the Multnomah County Central Courthouse.
2. Authorization for the County Chair to execute the Guaranteed Maximum Price Amendment for the Multnomah County Central Courthouse Project in substantially the form attached hereto as Exhibit A. Board approval is needed for any modification or amendment that results in a material increase in the obligations of

the County or a material decrease in the benefits for the County under the Guaranteed Maximum Price Amendment.

ADOPTED this 28th day of September, 2017.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Deborah Kafoury

Deborah Kafoury, Chair

REVIEWED:
JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *Kenneth M. Elliott*
Kenneth M. Elliott, Assistant County Attorney

SUBMITTED BY: Sherry Swackhamer, Director, Department of County Assets

AMENDMENT NO. 9

**GUARANTEED MAXIMUM PRICE AMENDMENT
TO CM/GC CONTRACT #4400002096**

MULTNOMAH COUNTY CENTRAL COURTHOUSE

THIS GUARANTEED MAXIMUM PRICE AMENDMENT (the **“GMP Amendment”**) shall become effective September 21, 2017, and amends the Multnomah County CM/GC Contract # 4400002096, dated September 1, 2015; and previously amended by Amendment No. 1 – First Early Work Amendment dated March 31, 2016; by Amendment No. 2 – Second Early Work Amendment dated July 1, 2016; by Amendment No. 3 – Third Early Work Amendment dated July 7, 2016; by Amendment No. 4 – Fourth Early Work Amendment dated September 1, 2016; by Amendment No. 5 dated December 17, 2016; by Amendment No. 6 dated March 9, 2017; by Amendment No. 7 – Fifth Early Work Amendment dated March 1, 2017; by Amendment No. 8 – Sixth Early Work Amendment dated June 1, 2017 (collectively, the **“Contract”**); 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.

The Contract 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 CM/GC** (**“the CM/GC”**):

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

RECITALS:

- A.** Owner and the CM/GC desire to amend the Contract.
- B.** Article 6 of the Contract provides for certain provisions to be modified and supplemented in a **“GMP Amendment”** setting out the agreed remaining terms and conditions of the Contract. This Amendment is that GMP Amendment.
- C.** The Plans and Specifications for the Work have been completed.
- D.** Owner and the CM/GC have reached agreement regarding the remaining terms and conditions of the Contract and have agreed to amend the Contract as follows.

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. Substantial & Final Completion. The CM/GC shall achieve Substantial Completion of the entire Work not later than January 20, 2020, and Final Completion of the entire Work not later than April 20, 2020.

3. GMP. The sum of the Estimated Cost of the Work (as defined in Articles 8 and 9 of the Contract), the CM/GC’s Fee, the CM/GC’s bonds and insurance, and the Preconstruction Fee (the “**Guaranteed Maximum Price**” or “**GMP**”) is guaranteed by the CM/GC not to exceed two hundred forty-six million, four hundred and forty-seven thousand, seven hundred and eighty-five dollars and 83/100s (\$246,447,785.83), comprised of the following, subject to additions and deductions by Change Order as provided in the Contract Documents:

Estimated Cost of the Work (“ECOW”) Including the Preconstruction Fee and Early Work Amendments:	\$ <u>229,036,573.83</u>
CM/GC’s Contingency:	\$ <u>4,789,896.00</u>
CM/GC’s Fee:	\$ <u>4,532,989.75</u>
Bonds and Insurance	\$ <u>8,088,326.25</u>
GMP (Total of above categories):	\$ <u>246,447,785.83</u>

For purposes of determining the GMP, the ECOW includes the CM/GC’s Contingency (as defined in Article 6.4.8), the General Conditions, and the costs of all components and systems set forth in the Contract Documents.

4. Basis of GMP. The GMP is based on the GMP Supporting Documents attached as Attachments 1-7 to this GMP Amendment including the Allowances, Clarifications & Exclusions, and Alternates designated therein. All Attachments to this GMP Amendment delete and replace the Attachments in the EWA #6.

5. Plans and Specifications. The Plans and Specifications for the Project are as listed in the GMP 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, the Plans and Specifications referenced in Attachment 1 to this GMP Amendment

take precedence over the Plans and Specifications in any previously executed amendment to the Contract.

6. Allowances. The Guaranteed Maximum Price is based on the Allowances set forth on **Attachment 2**, which is incorporated herein by this reference.

7. Clarifications and Exclusions. The CM/GC’s Clarifications and Exclusions are set forth on **Attachment 3**, which is incorporated herein by this reference.

8. CM/GC’s GMP Estimate. The CM/GC’s GMP Estimate for the Work covered by this GMP Amendment is set forth on **Attachment 4**, which is incorporated herein by this reference.

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

10. Summary Construction Schedule. The Summary Construction Schedule is set forth on **Attachment 6**, which is incorporated herein by this reference.

11. Alternates. The GMP Amendment contemplates future consideration and, for those approved, inclusion of the Alternates set forth on **Attachment 7**, which is incorporated herein by this reference.

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

12.1 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.”

12.2 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 in accordance with the Project Construction Schedule to be included with the GMPEWA #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.”

12.3 The first sentence of Article 6.2 is modified, to read:

“6.2 Preconstruction Fee. The Preconstruction Fee shall be payable to the CM/GC on a lump sum hourly rate as listed in Exhibit C.1 up to a maximum sum of \$1,365,457.24 ~~\$1,514,346.00~~, which shall cover constructability review, VE, cost estimating, development of the GMP, and all other Preconstruction Phase Services, as described in Article 3 (the **"Preconstruction Fee"**).”

12.4 Article 6.4.8 is modified, to read:

“6.4.8 The ECOW shall include the CM/GC's contingency, 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 (the **"CM/GC's Contingency"**). 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-CM/GC (**"OAC"**) meeting or other regularly scheduled cost meetings, 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 provide Owner with prior notification of individual CM/GC's Contingency expenditures exceeding \$25,000.”

12.5 Article 6.9 is modified, to read:

“6.9 Reallocating Projected Cost Underruns after Bid (Offer) Buyout. As soon as possible after the awarding of the Work to the primary Subcontractors, the CM/GC shall review projected costs and provide Owner with a buy-out status report showing any projected cost underruns, reconciling accepted Offers and other reasonably anticipated costs, to the cost estimate used by the CM/GC to establish the GMP. The CM/GC shall include with its report any underlying documentation requested by Owner and used to develop or support such report. The CM/GC shall also consider the reduced risk associated with known subcontracting costs, and the impact that reduced risk has on the amount of the CM/GC's Contingency. The parties shall negotiate in good faith to ~~execute a Change Order transferring~~ an appropriate portion of any projected cost underruns to an ~~Owner-controlled contingency~~ Projected Buy-out Savings fund to be held within the GMP to pay for additional costs arising from (a) any Owner-directed or approved change to the Work, (b) schedule changes that would otherwise entitle the CM/GC to an increase in the GMP, (c) Allowance items after exhaustion of all Allowances, (d) selection by Owner of more expensive alternates than those used for calculation of the GMP, (e) Owner selection of substitutions that increase the Cost of the Work, or (f) any other costs which otherwise would entitle the CM/GC to an increase in the GMP. Any transfer of projected cost underruns from the CM/GC's Contingency to the ~~Owner-controlled contingency~~ Projected Buy-out Savings fund will not affect the CM/GC's obligation to furnish Owner with a complete, fully functional Project ready for its intended use within the GMP, ~~without use of the funds transferred to the Owner-controlled contingency fund, unless such funds are released by Owner for the purposes set forth in (a) through (f) of this Article~~

~~6.9. Any transfer of funds to the Owner-controlled contingency-Projected Buy-out Savings fund will not reduce the CM/GC Fee, nor will any subsequent release and use of funds from the Owner-controlled contingency-Projected Buy-out Savings fund for the purposes set forth in (a) through (f) of this Article 6.9 increase the CM/GC Fee.”~~

12.6 Article 8.8 is modified, to read:

“8.8 Costs For General Conditions Work. The CM/GC shall be paid on a cost reimbursable ~~maximum not to exceed price~~ basis as payment for the GC Work, including all labor, materials, and direct and indirect costs thereof. The ~~maximum not to exceed~~ amount for GC Work shall be established in each Early Work Amendment or the GMP Amendment, as applicable. To the extent any GC Work is otherwise described above in this Article 8, the CM/GC’s compensation for the same is included in the Cost for GC Work, ~~and shall not otherwise be charged as Cost of the Work.~~ (See Exhibits C.2 and C.3) (Reference: RFP Attachments 10-A and 10-B in Exhibit F). The Cost for GC Work, less 5% retainage thereon, shall be paid monthly on a reimbursable basis, ~~over the number of months of the scheduled Construction Phase, including any period of Early Work, commencing with the first progress billing after commencement of the scheduled Construction Phase or Early Work Period. However, no adjustment in the maximum amount payable for GC Work will be made if the actual construction period or Early Work period is shorter or longer than the number of months scheduled for the Construction Phase or Early Work period, unless such period is extended because of an Owner requested delay.”~~

12.7 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~~ release funds from securities held in lieu of retainage, 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.”

12.8 Article 11.3.3 (c) is 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 by Owner’s Authorized Representative ~~and approval by Owner~~ shall be required to accept an Offer.”

12.9 Article 11.3.3 (i) is modified, to read:

“(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~~ review, execute a subcontract with the second-lowest offeror pursuant to Article 11.3.4 below.”

13. 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 GMP AMENDMENT 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

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 GMP AMENDMENT

Attachment 1	List of Plans and Specifications, on which the GMP is based.
Attachment 2	Allowances.
Attachment 3	Clarifications and Exclusions, made in preparing the GMP. <ul style="list-style-type: none">• Attachment 3A – Low Voltage Trade Partner Responsibility Matrix.
Attachment 4	CM/GC's GMP Estimate.
Attachment 5	Project Labor Agreement Summary dated February 13, 2017.
Attachment 6	Summary Construction Schedule, dated August 15, 2017.
Attachment 7	Alternates.

ATTACHMENT 1 TO GMP AMENDMENT

List of Plans and Specifications

Project Documentation. This GMP 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.
 - 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.

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- 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.
- xi. ASI No. 12 – 5/12/17.
- xii. ASI No. 12.1 – 6/12/17.
- xiii. ASI No. 13 – 5/9/17.
- xiv. ASI No. 14 – 6/19/17.
- xv. ASI No. 14.1 – 6/23/17.
- xvi. ASI No. 14.2 – TBD.
- xvii. ASI No. 15 – 6/6/17.
- xviii. ASI No. 16 – 5/31/17.
- xix. ASI No. 17 – 6/29/17.
- xx. ASI No. 17.1 – 7/7/17.
- xxi. ASI No. 18 – 6/9/17.
- xxii. ASI No. 19 – Issued TBD – Café work – Currently carried as allowance per Attachment 2.
- xxiii. ASI No. 20 – 6/9/17.
- xxiv. ASI No. 21 – 7/31/17 ASI No. 21.1 – Issued TBD – Interior Security Partitions.
- xxv. ASI No. 21.2 – Issued TBD – Revisions to Generator Room 00013.
- xxvi. ASI No. 22 – 6/22/17.
- xxvii. ASI No. 23 – 6/14/17.
- xxviii. ASI No. 24 – 7/31/17.
- xxix. ASI No. 25 – 7/28/17.
- xxx. ASI No. 26 – 7/07/17.
- xxxii. ASI No. 27 – Issued 8/11/17 – JS – Response to Structural.
- xxxiii. ASI No. 28 – Issued TBD – Revisions to Elevator G-I Steel.
- xxxiv. ASI No. 29 – Issued TBD – ADA Rev – Millwork.
- xxxv. ASI No. 30 – Issued TBD – Security Gate By Pass Glass Gate.
- xxxvi. ASI No. 31 – Issued TBD – Vertical Pipe Distribution.
- xxxvii. ASI No. 32 – Issued TBD – Media Feed Revisions.
- xxxviii. ASI No. 33 – Issued TBD – Alternate 2&3 Acceptance into Project.
- xxxix. ASI No. 34 – Issued TBD – Alternate 4 – Acceptance into Project.
- xl. ASI No. 35 – Issued TBD - Add Courtroom Security Access Controls.
- xli. ASI No. 36 – Issued TBD – Exterior Above grade penetrations.
- xlvi. ASI No. 37 – Issued TBD – Ceiling Access at Level 1 detention holding.
- xlvi. ASI No. 38 – Issued TBD – Coat Hooks @ DA Offices.
- xlvi. ASI No. 39 – Issued TBD – FAIB Plan Check No. 2 Responses.
- xlvi. ASI No. 40 – Issued TBD – Interior Stone Detailing.
- xlvi. ASI No. 41 – Signage – Included as an allowance within GMP. See Attachment 2.
- xlvi. ASI No. 42 – New skylight on low roof of Tower.
- xlvi. ASI No. 43 – Court floor secure elevator vestibule partitions.

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- xlvi. ASI No. 44 – Detention doors and frames Paint color and location revisions.
 - xlvii. ASI No. 45 – MCSO Locker Room Benches.
 - xlviii. ASI No. 46 – Load Bank Cable Access.
- F. Requests for Information (RFI) No's. 1-183, with the exception of those with no response as of 8/04/2017.

ATTACHMENT 2 TO GMP AMENDMENT

Allowances

Owner Allowances. Owner Allowances are included in the GMP Contract Amount as an estimated “could cost” for work associated with the listed items. Fee and General Conditions are carried within the GMP on the Allowance amounts indicated below. If Allowance scope or cost are increased or decreased, the CM/GC’s Fee, GC’s and GMP shall be increased or decreased, accordingly, through a Change Order. Owner Allowances listed below have been identified and cost is included in the GMP amount:

A. Owner Allowances.

i.	Exchange Rate.	\$400,000.00
ii.	Frontage Improvements.	\$715,436.00
iii.	Visual Mockup onsite for Façade.	\$167,200.00
iv.	Hawthorne Bridge Modifications.	\$931,750.00
v.	Café Work.	\$33,395.00
vi.	Signage.	\$873,580.00
vii.	Material, labor, and schedule impact to resolve the congestion of the rebar intersection of columns and moment beams throughout structure.	\$250,000.00

Allowances are Direct costs of work and do not include the CM/GC’s Fee, General Conditions, and Insurance.

B. Exchange Rate Allowances.

- 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 paid by the Subcontractor, 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 Europe are based upon an exchange rate of \$0.943 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 paid by the Subcontractor to the European vendor, 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 GMP AMENDMENT

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. GMP pricing is based upon documents identified in Attachment 1. Any revisions to scope due to City check sheet comments that have not been incorporated into an ASI listed within Attachment 1 are not included within the GMP number.
- ii. GMP is based upon increase in Builders Risk insurance from .15% to .18% effective June 1, 2017.
- iii. GMP pricing includes provisions to furnish and install the necessary hardware and software, perform necessary engineering, programming, installation, start up and end-user training to provide a Siemens Desigo CC Engage public facing sustainability kiosk as part of the Siemens BACnet APOGEE Building Automation System. The control system provided herein is based on the Siemens Desigo CC Engage energy kiosk solution. No specification exists within the documents for this item.
- iv. Audio/Video (AV) drawings have been used to establish quantities for pathways and back boxes for AV equipment only.
- v. Adjustable height mechanisms have only been included at Judges Bench and Check in counters where noted to have a millwork top. All other adjustable height work surfaces figured to be FF&E.
- vi. GMP pricing based upon Multnomah County Low Voltage Trade Partner Responsibility Matrix for MCCCH dated 5/9/2017, a copy of which is attached as Attachment 3A (LV Matrix).
- vii. GMP pricing includes pathways and back boxes for Press Feeds indicated within AV drawings. Furnish and installation of wiring from Press Camera (PCAM) and AV feeds within two (2) north courtrooms only the Press Feed boxes is included within the GMP.

B. Specifications:

- i. Section 01 43 29, 3.2-B – Visual effect mockups are figured to be in place mockups. In place mock-ups are specific to the ‘Craftsmanship’ mock up only and does not pertain to ‘Performance’ mock up for seismic testing purposes.
- ii. Section 05 75 13, Metal Art Fabrications. All scope related to the fabrication or furnish of Art Panels is specifically excluded from this proposal. Scope is limited to furnish and installation of support steel, hinges and locks. Furnish and Installation of Art Panel is not included within GMP.
- iii. State Security Disbursement – Clarifications
 - a. GMP includes the additional costs as agreed to in state security disbursement. This includes populating of access control devices to courtroom entry doors, as well as the large attorney-client conference room doors accessible from within the courtroom entry vestibule. Separate cost tracking and separate invoices, will be provided for state security

disbursement. This will include insurance, General Conditions, salaried staff time and fee.

C. Drawings:

- i. Basement walls are priced as ShotCrete.
- ii. All kiosks are to be Owner-furnished/Owner-installed (OFOI).
- iii. All work indicated within furnishing drawings is considered for information only.
- iv. The domestic water supply distribution on levels 7-17 has been figured to a vertical distribution concept in lieu of horizontal distribution.
- v. Plumbing sheets have not clearly replaced all L6 & L7 fixtures with L3 fixtures. GMP pricing is 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. Wire for Press Feeds serving the two (2) north Courtrooms on Floors 8 to 18 and one (1) north Courtroom on the 7th Floor.
- ii. Any equipment for Press Feeds.
- iii. GMP pricing is based upon Owner and all tenants vacating Jefferson Station two (2) weeks prior to any demolition beginning, currently scheduled to start 09/25/2018.
- iv. GMP does not include any AV equipment or cabling. The only exception is the Press Feed cabling to the north courtrooms, identified in Exclusions A.i above.
- v. Art panels indicated to be RACC provided.
- vi. GMP does not include any head end IT Equipment and/or racks. (Reference LV Matrix). Pipe and boxes only (pathways) included in GMP.
- vii. GMP does not include furnish or installation of wireless application protocols wireless access point (WAP's). (Reference LV Matrix).
- viii. GMP does not include the build out of IT rooms or AV rooms. This Work to be performed by Owner. (Reference LV Matrix).
- ix. GMP does not include any FF&E except as specifically shown on documents to be CM/GC-furnished/CM/GC-installed (CFCI) or OFCI. New high density shelving and OFCI at Jefferson Station is included in GMP.

B. Specifications:

- i. 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 included herein. This assembly does not have a Sound Transmission Class (STC) rating and no STC level of STC performance is assured.
- ii. Section 27 41 16 – Integrated AV system is excluded in its entirety with the exception to language regarding pathways and back boxes.

C. Drawings:

- i. Details for Clerestory frame on A717 are not included within the GMP 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.
- ii. Costs for High Density storage from Support Enforcement Division relocated to tower is not included within GMP pricing.

MCCCH-Low Voltage Systems Responsibility Matrix

Date: 8/14/2017

Item No.	System Description	Basis of Design requirements by:	Document By:	Conduit & Box Furnished By:	Conduit & Box Install By:	Cable Furnished By:	Cable Type and Quantity ?	Cable Install By:	Equipment Furnished By:	Equipment Install By:	Programming	Cable Color	Owner Representative	Issue/Comments
1.0	Security Services													
1.1	CCTV (Security)	Owner	HK	Under Division 28 - OEG	Under Division 28 - OEG	Under Division 28 - (ARGYLE)		Under Division 28 - (ARGYLE ONEILL)	Under Division 28 - Trade Partner (ARGYLE)	Under Division 28 - Trade Partner (ARGYLE - ONEILL)	Under Division 28- ARGYLE/Owner		Aaron Wilson	Design team will document power and low voltage raceway requirements.
1.1a	Detention Security	Owner	HK	Under Division 28 - OEG	Under Division 28 - OEG	Under Division 28 - (ARGYLE)		Under Division 28 - (ARGYLE ONEILL)	Under Division 28 - Trade Partner (ARGYLE)	Under Division 28 - Trade Partner (ARGYLE - ONEILL)	Under Division 28-ARGYLE		Aaron Wilson	
1.2	Access Control	Owner	HK	Under Division 28 - OEG	Under Division 28 - OEG	Under Division 28 - (ARGYLE)		Under Division 28 - (ARGYLE ONEILL)	Under Division 28 - Trade Partner (ARGYLE)	Under Division 28 - Trade Partner (ARGYLE - ONEILL)	Owner		Shawn Heard	Design team will document power and low voltage raceway requirements.
1.3	Duress	Owner	HK	Under Division 28 - OEG	Under Division 28 - OEG	Under Division 28 - (ARGYLE)		Under Division 28 - (ARGYLE ONEILL)	Under Division 28 - Trade Partner (ARGYLE)	Under Division 28 - Trade Partner (ARGYLE - ONEILL)	Detention Areas Under Division 28-ARGYLE		Shawn Heard	Design team will document power and low voltage raceway requirements.
1.4	Intrusion Detection	Owner	HK	Under Division 28 - OEG	Under Division 28 - OEG	Under Division 28 - (ARGYLE)		Under Division 28 - (ARGYLE ONEILL)	Under Division 28 - Trade Partner (ARGYLE)	Under Division 28 - Trade Partner (ARGYLE - ONEILL)	Detention Areas Under Division 28-ARGYLE. Coordinate with MC.		Shawn Heard	Design team will document power and low voltage raceway requirements. Owner to be involved with the programming. Programming to communicate with Alarm Central Station.
4.1	Intercom System (exterior door to reception) (included in access control)	Owner	HK	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 28 - (ARGYLE)		Under Division 28 - (ARGYLE ONEILL)	Under Division 28 - Trade Partner (ARGYLE)	Under Division 28 - Trade Partner (ARGYLE - ONEILL)	Detention Areas Under Division 28-ARGYLE. Coordinate with MC.		Aaron Wilson	Moved up from Sect 4. Design team will document raceway requirements only.
4.2	Intercom System (Internal Security)	Owner	HK	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 28 - (ARGYLE)		Under Division 28 - (ARGYLE ONEILL)	Under Division 28 - Trade Partner (ARGYLE)	Under Division 28 - Trade Partner (ARGYLE - ONEILL)	Detention Areas Under Division 28-ARGYLE. Coordinate with MC.			Moved up from Sect 4. Design team will document raceway requirements only.
2.0	Telecommunications and Data Services													
2.1	Structured Cable	Owner	PAE	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - OEG		Under Division 27-OEG	Under Division 27 - OEG	Under Division 27 - OEG	Owner (Patching)		Mel Blanchard	OEG will be using Oneill for this scope. County will provide the buildout of the TR, ER and EF Rooms, including ladder rack, server racks, cable tray, panduit and vertical wire management.
4.6	Call Center (9 work stations)	Owner	Owner	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - OEG		Under Division 27 - OEG	Owner	Owner	Owner			Design team to locate work stations.
2.1	Voice Over IP	Owner	Owner	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - OEG		Under Division 27 - OEG	Owner	n/a	Owner		Mel Blanchard	OEG will be using Oneill for this scope.
2.2	Voice PBX	Owner	Owner	n/a	n/a	n/a		n/a	Owner	Owner	Owner		Mel Blanchard	
2.3	Phones	Owner	PAE	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - OEG		Under Division 27 - OEG	Owner	Owner	Owner		Mel Blanchard	OEG will be using Oneill for this scope. Design team will document raceway requirements.
2.4	Elevator Phone	Owner	ECS	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - OEG to Equipm Rm		Under Division 27 - OEG to Equip Rm	Elevator Contractor	Elevator Contractor	Owner			Elevator Installer has all work from Equip Rm to Elevators
2.5	Wall Phones (including public phones)	Owner	PAE	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - OEG		Under Division 27 - OEG	Owner	Owner	Owner		Mel Blanchard	Design team will document raceway requirements.
2.6	Cellular Phone System (DAS)	Owner	Vender	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - OEG		Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - OEG		Aaron Wilson	DAS Simplified (designer/vendor). Design team will document low voltage raceway requirements.
2.8	Public Safety Network (DAS)	Owner	PAE	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - OEG		Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - OEG		Aaron Wilson	DAS Simplified (designer/vendor). Design team will document low voltage raceway requirements.
2.9	Wireless LAN (WAPS)	Owner	PAE	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - OEG		Under Division 27 - OEG	Owner	Owner	Owner		Mel Blanchard	Design team will document raceway requirements. OEG has the special back boxes in scope. OEG will provide the biscuits in the ceiling in continuity with the cable.
2.10	Active Network Equipment and Servers	Owner	Owner	n/a	n/a	n/a		n/a	Owner	Owner	Owner		Mel Blanchard	
2.11	Sheriff Radio/facilities two-way radio (with public safety DAS)	Owner	n/a	n/a	n/a	n/a		n/a	Owner	Owner	Owner			
2.12	ISP Network (Integra/ Century Link/City Fiber)	Owner	Owner / PAE coord.	Under Division 27 - OEG - Has 1	Under Division 27 - OEG - Has 1	Carrier		Carrier	Carrier	Carrier	Carrier/Owner		Mel Blanchard	OEG has the incoming conduit to the entrance rooms.
2.13	OSP Network (outside vault/conduits)	Owner	PAE	Under Division 27 - Trade Partner/OEG	Under Division 27 - Trade Partner/OEG	Carrier		Carrier	Carrier	Carrier	Carrier/Owner		Mel Blanchard	OEG has the incoming conduit to the entrance rooms.

ATTACHMENT 3A TO GMP AMENDMENT

MCCCH-Low Voltage Systems Responsibility Matrix

Date: 8/14/2017

Item No.	System Description	Basis of Design requirements by:	Document By:	Conduit & Box Furnished By:	Conduit & Box Install By:	Cable Furnished By:	Cable Type and Quantity ?	Cable Install By:	Equipment Furnished By:	Equipment Install By:	Programming	Cable Color	Owner Representative	Issue/Comments
3.0	Building Services													
3.1	Overhead Paging System	Owner	HK (confirm)	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 28 - (ARGYLE)		Under Division 28 - (ARGYLE-ONEILL)	Under Division 28 - Trade Partner (ARGYLE)	Under Division 28 - Trade Partner (ARGYLE - ONEILL)	Owner		Aaron Wilson	Design team will document raceway requirements only. (device location - design team - TAT/SRG)
3.2	Clocks (Primex GPS) (Battery Operated & Wireless)	Owner	CGL (FF&E - confirm)	n/a	n/a	n/a		n/a	Under Division 26 - OEG	Owner/HCC	Owner		Aaron Wilson	Design team will document raceway: Battery operated: Discussion 4/4/16 w/ IT Component team requirements only.
3.3	CATV Televisions/Monitors and Mounts (Detention) QTY 7	Owner	HK	Under Division 26 - OEG	Under Division 26 - OEG	Under Division 27 - ARGYLE-Oneill		Under Division 27 - ARGYLE-Oneill	Under Division 27 - ARGYLE	Under Division 27 - ARGYLE	Under Division 27 - TBD		Aaron Wilson	Design team will document raceway requirements only. Spec Section 283310.
3.3A	CATV Televisions/Monitors and Mounts (Non-Detention)	Owner	HK	Under Division 26 - OEG	Under Division 26 - OEG	Under Division 27 - OEG/Oneill		Under Division 27 - OEG/Oneill	Under Division 27 - HCC	Under Division 27 - HCC	Under Division 27 - TBD		Aaron Wilson	Added Item line.
3.4	Court AV systems excluding press feeds (Jury Assembly Included)	Owner	Listen Acoustics	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - Owner		Under Division 27 - Owner	Under Division 27 - Owner	Under Division 27 - Owner	Under Division 27 - Owner		Aaron Wilson	Design team will document raceway: Funding for Courts AV systems - equipment supply and install funded by the State outside of the project budget requirements only. Sign-off and coordination with OJD.
3.4A	Court AV systems - press feeds.	Owner	Listen Acoustics	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - Owner		Under Division 27 - Owner	Under Division 27 - Owner	Under Division 27 - Owner	Listen Acoustics		Aaron Wilson	Added Item line. Still to be determined who is furnishing the equipment.
3.5	Centralized UPS	Design Team	PAE	Under Division 26 - OEG	Under Division 26 - OEG	Under Division 26 - OEG		Under Division 26 - OEG	Under Division 26 - OEG	Under Division 26 - OEG	Under Division 26 - OEG		Kelly Brady	
3.6.1	Sound Masking System (courts)	Listen Acoustics	Listen Acoustics	Under Division 27 - OEG	Under Division 27 - OEG	Under Division 27 - OEG/ATS		Under Division 27 - OEG/ATS	Under Division 27 - OEG/ATS	Under Division 27 - OEG/ATS	Under Division 27 - OEG/ATS		Aaron Wilson	Design team will document raceway requirements only.
3.6.2	Sound Masking System (office spaces)	Owner	Owner	Under Division 27 - OEG/ATS	Under Division 27 - OEG/ATS	Under Division 27 - OEG/ATS		Under Division 27 - OEG/ATS	Under Division 27 - OEG/ATS	Under Division 27 - OEG/ATS	Under Division 27 - OEG/ATS		Aaron Wilson	Design team will document raceway requirements only.
3.7	Building Automation System (Controls)	Design Team	Interface	Under Division 23 - Siemens	Under Division 23 - Siemens	Under Division 23 - Siemens		Under Division 23 - Siemens	Under Division 23 - Siemens	Under Division 23 - Siemens	Under Division 23 - Siemens		Kevin Hendley	Design will be provided via performance spec.
4.0	Additional Systems													
4.3	Badging	Owner	Owner	n/a	n/a	n/a		n/a	Owner	Owner	Owner		Shawn Heard	Design team will document raceway requirements only.
4.5	Fire Alarm	Design Team	PAE	Under Division 28 - OEG	Under Division 28 - OEG	Under Division 28 - OEG		Under Division 28 - OEG	Under Division 28 - OEG/NWF	Under Division 28 - OEG	Under Division 28 - OEG/NWF	Red	Shawn Heard	Design will be provided via performance spec and drawings. Final coordination with MC.
4.7	Wayfinding (static signage)	Meyer Reed	Meyer Reed	Under Division 26 - OEG (as required for lighting)	Under Division 26 - OEG (as required for lighting)	Under Division 26 - OEG (as required for lighting)		Under Division 26 - OEG (as required for lighting)	TBD - HCC?	HCC Install Coordinate with County/State	TBD - HCC?		County/State	Will be a deferred submittal.
4.8	Kiosks / Court Docket / Digital Signage	Owner (state courts)	Owner (state courts)	Under Division 26 - OEG	Under Division 26 - OEG	Under Division 26 - OEG		Under Division 26 - OEG	Owner (courts)	Owner (courts)	Owner (courts)		State Courts	County is checking the direct purchase bid package to confirm it includes racks. Funded through State Courts.

**ATTACHMENT 4 TO GMP AMENDMENT
CM/GC's GMP Estimate**

Cost Code	Description	Amendments		GMP	
		Total To Date		Amendment	GMP Total
006088	Builders Risk Insurance	\$ 335,873.92		\$ 107,955.42	\$ 443,829.34
006090	Permits and Fees (Sidewalk/Street Closure)	\$ 200,695.00		\$ 200,694.00	\$ 401,389.00
006097	CCIP - GL & WC Insur (FullWrap)	\$ 4,833,407.93		\$ 1,380,828.27	\$ 6,214,236.20
006100	Contractor Bond	\$ 1,118,263.38		\$ 311,997.33	\$ 1,430,260.71
006200	Subguard/Sub Bonds	\$ 1,762,660.88		\$ 305,398.44	\$ 2,068,059.32
007001	Supervision	\$ 3,894,915.00		\$ 4,167,818.00	\$ 8,062,733.00
007012	Supervisory Travel (>60 miles)	\$ 28,080.00		\$ 7,920.00	\$ 36,000.00
007013	Business Meals	\$ 6,240.00		\$ 1,760.00	\$ 8,000.00
007024	Photographs	\$ 53,352.00		\$ 15,048.00	\$ 68,400.00
007026	Plans,Prints,DigitalDashboard	\$ 87,360.00		\$ 24,640.00	\$ 112,000.00
007027	Bid Advertisements	\$ 15,600.00		\$ 4,400.00	\$ 20,000.00
007060	Hoffman Equipment Rental	\$ 143,213.00		\$ 143,212.00	\$ 286,425.00
007061	3rd Party Equip., Insured	\$ 127,300.00		\$ 127,300.00	\$ 254,600.00
007063	Gas, Oil & Maint.	\$ 27,051.00		\$ 27,051.00	\$ 54,102.00
007064	Hoisting (Tower Crane & Manlifts)	\$ 1,142,663.00		\$ 897,240.00	\$ 2,039,903.00
007065	Transport Equipment	\$ 8,736.00		\$ 2,464.00	\$ 11,200.00
007067	Erect & Dismantle Equip.	\$ 400,000.00		\$ 131,202.00	\$ 531,202.00
007069	Small Tools	\$ 60,000.00		\$ -	\$ 60,000.00
007070	Consultant Fees	\$ 65,000.00		\$ 55,000.00	\$ 120,000.00
007072	PTAP - PreApprentice Training	\$ 250,000.00		\$ -	\$ 250,000.00
007075	Arch/Engineers Fees	\$ 58,500.00		\$ 16,500.00	\$ 75,000.00
007098	Computer Charges	\$ 128,214.00		\$ 42,749.00	\$ 170,963.00
010500	Field Surveying	\$ 573,147.00		\$ 161,657.00	\$ 734,804.00
014100	Testing & Inspections (3rd Party)	\$ 31,954.00		\$ -	\$ 31,954.00
014339	Mock-ups	\$ 725,500.00		\$ (189,358.00)	\$ 536,142.00
014523	Window Testing	\$ 140,000.00		\$ 3,485.00	\$ 143,485.00
015100	Temp Electrical Install	\$ 117,000.00		\$ 33,000.00	\$ 150,000.00
015110	Power Bills	\$ 262,080.00		\$ 73,920.00	\$ 336,000.00
015120	Water & Sewer Bills	\$ 31,200.00		\$ 8,800.00	\$ 40,000.00
015150	Temporary Sanitation (Toilets)	\$ 123,552.00		\$ 34,848.00	\$ 158,400.00
015155	Temporary Sanitation (Dropboxes)	\$ 189,696.00		\$ 53,504.00	\$ 243,200.00
015160	Temporary Heat	\$ 561,600.00		\$ 158,400.00	\$ 720,000.00
015165	Temporary Weather Protection	\$ 56,160.00		\$ 15,840.00	\$ 72,000.00
015180	Temp Water & Sewer Install	\$ 49,920.00		\$ 14,080.00	\$ 64,000.00
015200	Temp Structures	\$ 183,270.00		\$ 51,692.00	\$ 234,962.00
015210	Temporary Protection (Finishes)	\$ 17,900.00		\$ 37,100.00	\$ 55,000.00
015240	Temporary Work Base	\$ 78,000.00		\$ 22,000.00	\$ 100,000.00
015260	Temp Fire Protection	\$ 12,400.00		\$ 67,600.00	\$ 80,000.00
015280	Safety	\$ 163,793.00		\$ 129,532.00	\$ 293,325.00
015282	Drug Testing	\$ 49,200.00		\$ 90,800.00	\$ 140,000.00
015290	First Aid Supplies	\$ 2,488.00		\$ 7,112.00	\$ 9,600.00
015300	Barricades/Fencing	\$ 131,059.00		\$ 293,376.00	\$ 424,435.00
015800	Construction Signs	\$ 12,480.00		\$ 3,520.00	\$ 16,000.00
015920	Office Supplies	\$ 62,320.00		\$ 81,680.00	\$ 144,000.00
015922	Network & Data Connection	\$ 24,289.00		\$ 6,851.00	\$ 31,140.00
015940	Phone & Postage	\$ 29,888.00		\$ 59,712.00	\$ 89,600.00
017710	Final Cleaning	\$ -		\$ 526,068.00	\$ 526,068.00
017990	Job Services	\$ 518,260.00		\$ 804,125.00	\$ 1,322,385.00
024100	Demolition	\$ 175,000.00		\$ 955,821.00	\$ 1,130,821.00
024116	Bridge Mods (Allowance - See 999003)	\$ -		Allowance - See 999003	
030000	Cast-In-Place Concrete	\$ 22,980,546.00		\$ 1,973,617.00	\$ 24,954,163.00

**ATTACHMENT 4 TO GMP AMENDMENT
CM/GC's GMP Estimate**

Cost Code	Description	Amendments		GMP	
		Total To Date		Amendment	GMP Total
042200	Concrete Unit Masonry	\$ 1,664,895.00		\$ 638,305.00	\$ 2,303,200.00
044200	Exterior Stone Cladding (Trade Partner)	\$ 18,866,757.00		\$ 548,400.00	\$ 19,415,157.00
051200	Structural Steel Framing	\$ 6,261,744.00		\$ 4,123.00	\$ 6,265,867.00
054100	Structural Metal Stud Framing	\$ 221,120.00		\$ 305,158.00	\$ 526,278.00
055000	Misc Metal Fabrications	\$ 129,250.00		\$ 526,378.00	\$ 655,628.00
055100	Metal Stairs	\$ 196,125.00		\$ -	\$ 196,125.00
061000	Rough Carpentry & Backing	\$ 29,738.00		\$ 37,991.00	\$ 67,729.00
062000	Millwork&Casework (Non-Court)	\$ 1,082,748.00		\$ 1,088,593.00	\$ 2,171,341.00
064100	Millwork&Casework (Courts)	\$ 2,394,485.00		\$ 4,060,294.00	\$ 6,454,779.00
071000	Waterproofing & Dampproofing	\$ 320,158.00		\$ 4,896.00	\$ 325,054.00
072500	Air & Weather Barrier System	\$ 24,934.00		\$ 48,087.00	\$ 73,021.00
074200	Metal Wall Panels	\$ 941,425.00		\$ 1,164,516.00	\$ 2,105,941.00
075000	Membrane Roofing	\$ 2,243,150.00		\$ 234,854.00	\$ 2,478,004.00
076000	Flashing and Sheet Metal	\$ 102,575.00		\$ 137,360.00	\$ 239,935.00
077100	Roof Specialties	\$ 3,900.00		\$ 12,600.00	\$ 16,500.00
078100	Applied Fireproofing	\$ -		\$ 821,721.00	\$ 821,721.00
078400	Firestopping	\$ -		\$ 199,138.00	\$ 199,138.00
079512	Seismic/Expansion Joints	\$ 66,389.00		\$ 113,822.00	\$ 180,211.00
080000	Entrances and Storefronts	\$ 2,300,000.00		\$ 30,292.00	\$ 2,330,292.00
080150	Wood & Steel Window Restoration	\$ 59,899.00		\$ 564,146.00	\$ 624,045.00
081100	Metal Doors and Frames	\$ 502,072.00		\$ 698,200.00	\$ 1,200,272.00
081400	Wood Doors	\$ 344,609.00		\$ 362,392.00	\$ 707,001.00
083000	Specialty Doors & Frames	\$ 89,534.00		\$ 2,553.00	\$ 92,087.00
083300	Coiling & Fire Doors	\$ 501,196.00		\$ 247,452.00	\$ 748,648.00
084400	Exterior Glazing (Trade Partner)	\$ 11,887,606.00		\$ 461,932.00	\$ 12,349,538.00
086200	Unit Skylights	\$ 139,030.00		\$ 47,220.00	\$ 186,250.00
087100	Door Hardware	\$ 980,038.00		\$ 1,228,829.00	\$ 2,208,867.00
088000	Glazing (Interior & Security)	\$ 1,024,463.00		\$ 1,147,856.00	\$ 2,172,319.00
089000	Louvers and Vents	\$ 554,449.00		\$ (30,824.00)	\$ 523,625.00
090901	Façade Repair&Paint at JS	\$ 13,928.00		\$ 108,281.00	\$ 122,209.00
092000	Walls and Ceilings (Trade Partner)	\$ 6,627,744.00		\$ 9,507,730.00	\$ 16,135,474.00
093000	Ceramic Tiling	\$ 1,821,103.00		\$ 30,117.00	\$ 1,851,220.00
096500	Resilient Flooring	\$ 156,702.00		\$ 9,328.00	\$ 166,030.00
096600	Terrazzo Flooring	\$ 293,275.00		\$ (106,000.00)	\$ 187,275.00
096800	Carpeting	\$ 1,577,985.00		\$ 70,756.00	\$ 1,648,741.00
099000	Interior Painting	\$ 1,401,854.00		\$ (22,972.00)	\$ 1,378,882.00
100000	Interior Building Specialties	\$ 1,315.00		\$ 428,898.00	\$ 430,213.00
101000	Visual Display Surfaces	\$ 50.00		\$ 35,750.00	\$ 35,800.00
101400	Signage (Allowance See 999006)	\$ -			Allowance - See 999006
102226	Operable Partitions	\$ -		\$ 75,000.00	\$ 75,000.00
102600	Wall and Door Protection	\$ 725.00		\$ 7,775.00	\$ 8,500.00
102813	Toilet Accessories	\$ 2,016.00		\$ 494,430.00	\$ 496,446.00
107500	Flagpoles	\$ -		\$ 20,000.00	\$ 20,000.00
111900	Detention Equipment (Trade Partner)	\$ 398,267.00		\$ 400,533.00	\$ 798,800.00
111920	Detention Doors & Hrdwr	\$ 434,589.00		\$ 434,588.00	\$ 869,177.00
112423	Window Washing System	\$ -		\$ 140,000.00	\$ 140,000.00
113100	Residential Appliances (FF&E -OFOI)	\$ -			FF&E - OFOI
115200	Audio-Visual Infrastructure	\$ -			Pathways in 272000
115210	Audio-Visual Equipment (Projection Screens)	\$ 85.00		\$ 5,915.00	\$ 6,000.00
122000	Window Treatments	\$ 565,237.00		\$ (174,651.00)	\$ 390,586.00
124819	Entrance Floor Gratings	\$ 1,159.00		\$ -	\$ 1,159.00
126500	Courtroom Seating (Incl In 064100)	\$ -			Incl In 064100
129300	Site Furnishings	\$ -		\$ 2,100.00	\$ 2,100.00
129313	Bicycle Racks & Lockers	\$ 2,240.00		\$ 20,160.00	\$ 22,400.00

ATTACHMENT 4 TO GMP AMENDMENT
CM/GC's GMP Estimate

Cost Code	Description	Amendments		GMP	
		Total To Date		Amendment	GMP Total
130850	Viscous Damping Devices	\$ 800,000.00		\$ -	\$ 800,000.00
132850	High Density Storage	\$ -		\$ 154,275.00	\$ 154,275.00
142000	Elevators	\$ 6,241,526.00		\$ (250,000.00)	\$ 5,991,526.00
211000	Water-Based Fire Suppression	\$ 3,429,000.00		\$ 171,000.00	\$ 3,600,000.00
212000	Specialty Fire Extinguishing Systems	\$ -		\$ 44,070.00	\$ 44,070.00
220000	Wetside HVAC (Trade Partner)	\$ 14,627,253.00		\$ 228,154.00	\$ 14,855,407.00
220100	Plumbing	\$ 6,560,779.00		\$ 348,408.00	\$ 6,909,187.00
230000	Dryside Mechanical (Trade Partner)	\$ 7,695,298.00		\$ 309,388.00	\$ 8,004,686.00
230900	BAS Controls	\$ 2,634,814.00		\$ 46,606.00	\$ 2,681,420.00
260000	Electrical (Trade Partner)	\$ 18,645,068.00		\$ 642,983.00	\$ 19,288,051.00
263100	Solar - Photovoltaic System	\$ 763,438.00		\$ -	\$ 763,438.00
272000	Data & Voice Communications	\$ 3,820,983.00		\$ 167,782.00	\$ 3,988,765.00
274117	Sound Masking System	\$ 193,660.00		\$ 7,200.00	\$ 200,860.00
275000	DAS Public Safety System	\$ 353,498.00		\$ -	\$ 353,498.00
276000	DAS Cellular System	\$ 706,043.00		\$ -	\$ 706,043.00
280000	Electronic Access Control	\$ 1,175,459.00		\$ 951,498.00	\$ 2,126,957.00
282000	Security Cameras & Electronics	\$ 2,248,691.00		\$ 1,335,138.00	\$ 3,583,829.00
283000	Fire Detection & Alarm	\$ 1,374,343.00		\$ 189,864.00	\$ 1,564,207.00
311000	Site Clearing	\$ 82,000.00		\$ 453.00	\$ 82,453.00
312000	Earthwork & Bldg Excavation	\$ 941,494.00		\$ 58,299.27	\$ 999,793.27
312319	Dewatering	\$ 75,000.00		\$ -	\$ 75,000.00
314100	Shoring	\$ 978,290.00		\$ (200,000.00)	\$ 778,290.00
316300	Bored Piles	\$ 2,007,800.00		\$ (2,550.00)	\$ 2,005,250.00
321216	Asphalt Pave & Patch (Allowance - 999001)			Allowance - See 999001	
321400	Exterior Unit Pavers	\$ -		\$ 424,183.00	\$ 424,183.00
321600	Site Concrete	\$ -		\$ 226,297.00	\$ 226,297.00
323100	Fences and Gates	\$ -		\$ 55,240.00	\$ 55,240.00
329000	Landscaping	\$ -		\$ 300,756.00	\$ 300,756.00
330000	Off-Site Utilities - Project	\$ 908,350.00		\$ 40,000.00	\$ 948,350.00
331000	On-Site Utilities	\$ -		\$ 331,934.00	\$ 331,934.00
333500	Off site City Utilities - IGA	\$ 174,785.00		\$ 113,432.00	\$ 288,217.00
990000	Trade Partner Incentive Fee	\$ -		\$ 850,000.00	\$ 850,000.00
990002	Construction Contingency	\$ 3,585,704.00		\$ 1,204,192.00	\$ 4,789,896.00
990003	Alternate Procurement	\$ 1,481,728.00		\$ -	\$ 1,481,728.00
990004	Allowance - Exchange Rate	\$ -		\$ 400,000.00	\$ 400,000.00
999001	Allowance - Frontage Improvements	\$ -		\$ 715,436.00	\$ 715,436.00
999002	Allowance - Visual Mockup Onsite for Façade	\$ -		\$ 167,200.00	\$ 167,200.00
999003	Allowance - Hawthorne Bridge Modifications	\$ -		\$ 931,750.00	\$ 931,750.00
999005	Allowance - Café Work	\$ -		\$ 33,395.00	\$ 33,395.00
999006	Allowance - Signage	\$ -		\$ 873,580.00	\$ 873,580.00
999007	Allowance - Rebar Congestion	\$ -		\$ 250,000.00	\$ 250,000.00
999900	Fee	\$ 3,577,759.15		\$ 955,230.60	\$ 4,532,989.75
	Totals	\$ 193,363,153.27		\$ 51,719,175.33	\$ 245,082,328.59
	PreCon (Article 6.2)	\$ 1,514,346.00		\$ (148,888.76)	\$ 1,365,457.24
	Total GMP	\$ 194,877,499.27		\$ 51,570,286.57	\$ 246,447,785.83

ATTACHMENT 5 TO GMP AMENDMENT

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 prime contractors and subcontractors 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;

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- 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 Subcontractors 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 CM/GCs – 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.

ATTACHMENT 7 TO GMP AMENDMENT

Alternates

Costs indicated below are rough order of magnitude (ROM) costs and are not included in GMP. ROM costs below include CM/GC's Fee, Bond & Insurance, but do not include any impacts to General Conditions or Schedule. Final costs and schedule implications to be determined at the time each Alternate is considered for acceptance and addition to the GMP.

A. Alternates – As noted within Section 01 23 00 of Permit Specifications dated 04/14/2017.

- i. Alternate 1 - Bird Safe Glazing: Add \$275,384.
- ii. Alternate 2 - Exterior Plaza Finishes – Stone Pavers: Accepted within GMP.
- iii. Alternate 3 - Exterior Plaza Finishes – Stone Seat Walls: Accepted within GMP.
- iv. Alternate 4 - Operable Windows and Motorized Operators: Accepted within GMP.
- v. Alternate 5 - Ceramic Tile Walls at Elevators and south wall of N Stair on Levels 4 to 17: Add \$535,132.
- vi. Alternate 6 - Ceramic Tile Walls on Grid Line (GL) D between GL. 3 and 4 and on GL. 4 between GL. D and E on Levels 2 and 3: Add \$117,226.
- vii. Alternate 7 - Ceramic Tile Walls at Public Corridors Levels 1 to 3: Add \$326,051.
- viii. Alternate 8 - Not Used.
- ix. Alternate 9 - Acoustic Ceiling Panels Revisions: Add \$79,641.
- x. Alternate 10 - Tile in lieu of Polished Concrete at Public Corridors Levels 4 to 17: Add \$1,112,660.
- xi. Alternate 11 - Terrazzo Flooring in lieu of Tile at Public Spaces Levels 1 to 3: Add \$51,706.

B. Alternates – Not noted within contract documents – Costs indicated below are rough order of magnitude (ROM) costs and are not included in GMP. ROM costs below include CM/GC's Fee, Bond & Insurance, but do not include any impacts to General Conditions or Schedule. Final costs and schedule implications to be determined at the time each Alternate is considered for acceptance and addition to the GMP.

- i. Populate Rough in for Access Controls and revise hardware to electronic hardware for Small Attorney-Client Conference Rooms accessible off courtroom vestibules. Add \$150,000.
- ii. Furnish and Install Equipment in AV Room necessary to make Press Feed Boxes Functional for the 2 North Courtrooms on each court floor. Add \$65,000.
- iii. Provide a 2 year warranty for the project from date of substantial completion in lieu of 1 year warranty included within the GMP. Add \$1,800,000.
- iv. Raise height of wall tile in Public & Jury Assembly restrooms to 6'-6" from 5'6". Add \$36,000.
- v. Upgrade Jefferson Station isolated ceiling located on floor 1 above the Acoustical Ceiling Tile (ACT) ceiling to achieve an STC of 70. Add \$10,000.

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- vi. Terrazzo on floors L4-L17 within public corridor space in lieu of polished concrete. Add \$1,800,000.
- vii. Increase amount of wood on the walls within courtroom wells to similarly match extent in large courtrooms. Add \$200,000.
- viii. Create fenced and monitored parking area across Naito to the east for county use. Add \$390,000.
- ix. Chair Rail in all Attorney Client Conference rooms. Add \$45,000.
- x. Wood Wall Option A within Jefferson Station High Volume (HV) Courtrooms in Jefferson Station. Add \$24,000.
- xi. Wood Wall Option B within HV Jefferson Station HV Courtrooms in Jefferson Station. Add \$30,000.
- xii. Wood Ceiling Option C within Jefferson Station HV Courtrooms in Jefferson Station. Add \$57,000.
- xiii. Wood Ceiling Option D within Jefferson Station HV Courtrooms in Jefferson Station. Add \$5,000.
- xiv. 15/16” Blizzard White Grid at Acoustic Ceiling Panel 3 in lieu of 15/16” standard white grid. Add \$48,000.
- xv. Storm Windows within Jefferson Station Training Room Level 1. Add \$10,000.
- xvi. Storm Windows within Jefferson Station Bike/Locker Area Level 1. Add \$19,000.
- xvii. Terrazzo in lieu of Carpet at Jury Assembly Entry area level 3. Add \$70,000.
- xviii. Jefferson Station Shear Wall Concrete finish reduction, go to exposed ties, standard mix. Deduct <\$35,000>.