

**AMENDMENT NO. 4
EARLY WORK AMENDMENT TO CM/GC CONTRACT
FOR SELLWOOD HARBOR AND RIVERPARK CONDOMINIUM MODIFICATIONS
MULTNOMAH COUNTY CONTRACT NO. 4600008713**

THIS AMENDMENT shall become effective upon its execution by all parties and receipt of any applicable approvals including approval for legal sufficiency by the Multnomah County Attorney's Office. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Contract Documents.

THIS AMENDMENT IS BETWEEN:

AGENCY: **Multnomah County**

And

**CONSTRUCTION MANAGER/
GENERAL CONTRACTOR
("the CM/GC"):**

**SLAYDEN/SUNDT, A JOINT VENTURE a/k/a
Slayden Construction Group, Inc. & Sundt
Construction, Inc., A Joint Venture**

The Project is:

**Sellwood Bridge Replacement Project:
Construction Manager/General Contractor
(CM/GC) Services - P11-10308**

Date of Original CM/GC Contract: **May 25, 2011**

Date of this Amendment: **June _____, 2012**

- 1. Early Work for Construction Phase Services** – In accordance with Article 3.2 of the CM/GC 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, the Agency and the CM/GC hereby agree that the CM/GC shall perform the Early Work generally described below and more specifically described in the Plans and Special Provisions that are identified in Exhibit A4 – A as the “Sellwood Harbor and Riverpark Condominium” design documents. The phrase “Sellwood Harbor and Riverpark Condominium Modifications” as used herein, is defined to include all Early Work for Construction Phase Services authorized by this Amendment. All Plans and Special Provisions identified in Exhibit A4 – A are by this reference incorporated into this Amendment.

Work under this Amendment is identified as Phase 1 and Phase 2 in the “Sellwood Harbor and Riverpark Condominium” design documents. Work identified as Phase 1 in the “Sellwood Harbor and Riverpark Condominium” design documents is shown in the 100-series design plans and related Special Provisions. Work identified as Phase 2 in the “Sellwood Harbor and Riverpark Condominium” design documents is shown in the 200-series design plans and related Special Provisions.

The general scope of Phase 1 Work authorized by this Amendment consists of the following:

Sellwood Harbor North Side Condominium Modifications – Phase 1:

- Deconstruction and removal of the northernmost units of a 3-story condominium tower and a basement parking level, and the northernmost unit of a riverfront 2-story townhouse. Both the condominiums and townhouse are integral to multiple unit structures;
- Reconstruction of the northern wall of the adjacent remaining units;
- Improvements/modifications to tie the structure into other existing amenities, including a covered walkway structure for townhome access and an elevator tower building adjacent to the condominium tower;
- Deconstruction includes the removal of two 2-car garages and a 5-unit storage building;
- Removal and/or relocation of all site utilities within the temporary construction easement as well as the removal of north side perimeter fencing, a vehicle access gate, asphalt parking and driveways, concrete curbs, walks, stairs and retaining walls, irrigation, signage, plantings, site lighting, and other ancillary site components;
- Construction of new retaining walls.

Sellwood Harbor South Side Condominium Modifications – Phase 1:

- Deconstruction and removal of a security gatehouse, followed by the reconstruction of a similar gatehouse structure in a new location;
- Modification and relocation of the existing vehicle access gate and access control;
- Deconstruction and removal of concrete site entrance wing walls, asphalt parking and driveways, concrete curbs and walks, site stairs, irrigation, signage, plantings, site lighting, affected site utilities and other ancillary site components;
- Construction of site improvements including an ADA-accessible concrete ramp and stairway as well as new perimeter fencing and CMU site entrance pillars;
- Reconstruction of asphalt parking and driveways, concrete curbs and walks, irrigation, signage, plantings, site lighting, affected site utilities, and other ancillary site components.

Riverpark Condominium Modifications – Phase 1:

- Deconstruction and removal of the southernmost unit of a riverfront 2-story townhouse that is integral to an adjacent multiple unit structure;
- Reconstruction of the southern wall of the adjacent remaining unit;
- Deconstruction, removal and/or relocation of limited site utilities within the temporary construction easement, as well as the removal of asphalt parking and driveways, concrete curbs, walks, driveways and retaining walls, irrigation, plantings, site lighting, and other ancillary site components.

The general scope of Phase 2 Work authorized by this Amendment consists of the following:

Sellwood Harbor North Side Condominium Modifications – Phase 2:

- Construction of one of the 2-car garages and the 5-unit storage building and a new combination 1-car garage/2-unit storage building;
- Limited deconstruction of a site retaining wall and perimeter fencing;
- Reconstruction of site improvements including limited site utilities within the temporary construction easement as well as perimeter fencing, reinstallation of the vehicle access gate, asphalt parking and driveways, concrete curbs, walks, stairs and retaining walls, irrigation, signage, plantings, site lighting, and other ancillary site components.

Sellwood Harbor South Side Condominium Modifications – Phase 2: None

Riverpark Condominium Modifications – Phase 2:

- Reconstruction of site improvements including limited site utilities within the temporary construction easement as well as asphalt parking and driveways, concrete curbs, walks, and driveways, irrigation, plantings, site lighting, and other ancillary site components.

The CM/GC shall provide all necessary supervision, Materials, Labor, Equipment, Transportation and Incidentals to perform Construction Phase Services authorized by this Amendment. The CM/GC shall perform the Early Work in accordance with this Amendment's Plans and Special Provisions, and further, in accordance with the CM/GC Contract as originally executed and subsequently modified either by amendment or change order, including but not limited to, all applicable provisions of Amendment No. 2 and its Exhibits A2 - C-6, A2 - C-7, A2 - C-9, A2 - E, A2 - G, and A2 - I.

This Amendment includes and incorporates into the CM/GC Contract the following exhibits which are attached hereto:

Exhibit A4 – A "Sellwood Harbor and Riverpark Condominium Modifications Plans and Special Provisions"

Exhibit A4 – B "Cost Breakdown for Sellwood Harbor and Riverpark Condominium Modifications Maximum Early Work Price"

Exhibit A4 – G "Additional Insurance Requirements"

Exhibit A4 – I "Prevailing Wage Rates for Construction Phase Services"

2. **Maximum Early Work Price** – The maximum not-to-exceed Early Work Price ("Maximum Early Work Price") for the Early Work described in the Plans and Special Provisions listed in Exhibit A4 – A is stated below. The Maximum Early Work Price is guaranteed by the CM/GC not to exceed the amount set forth below, subject to additions and deductions as

provided in the Contract Documents. The cost breakdown for the Maximum Early Work Price including pay items and assumptions is shown in Exhibit A4 – B which is by this reference incorporated herein, and consists of the following elements which are specifically described in Paragraph 3 of this Amendment:

Cost of the Work (COW):	\$3,881,227.00
+ CM/GC Fee (6.15% of COW)	\$ 238,695.46
+ Bonds and Insurance	\$ 182,543.12
= Maximum Early Work Price for this Amendment:	\$4,302,465.58

3. Cost Elements of Early Work Price - The above-stated Maximum Early Work Price for this Amendment includes the following elements:

- a. The cost for performance of the Early Work (including the CM/GC's allocated risk and contingency), which amount shall not exceed the Cost of the Work stated in Paragraph 2. The CM/GC will be paid for performance of the Early Work in accordance with the payment provisions set forth in Article 11 of the CM/GC Contract. However, in no event shall the CM/GC receive payment that exceeds the Cost of the Work stated in Paragraph 2 for the scope of Early Work authorized by this Amendment, subject to additions and deductions as provided in the Contract Documents.
- b. The cost for General Conditions that has not been authorized by the Agency under previous Early Work Amendments and that is necessary and attributable to the Early Work under this Amendment. This cost shall be included in the Cost of the Work, in accordance with the CM/GC Contract, Exhibit H. The cost for General Conditions attributable to the Early Work shall be paid to the CM/GC in accordance with Article 11 of the CM/GC Contract, beginning with the first progress billing after commencement of the Early Work Construction Phase. The cost for General Conditions attributable to future Construction Phase Services shall be payable to the CM/GC during the performance of those Construction Phase Services if and when authorized under another Early Work Amendment or the GMP Amendment.
- c. The CM/GC Fee amount stated in Paragraph 2, which amount is estimated based on the Cost of the Work. In accordance with Article 11 of the CM/GC Contract, the actual CM/GC Fee paid will be based upon the actual cost of performance of the Early Work. The CM/GC Fee will be paid ratably with each progress payment during the performance of the Early Work beginning with the first progress billing after commencement of the Early Work Construction Phase.
- d. The cost of bonds and insurance, which amount is estimated based upon the Maximum Early Work Price for this Amendment. In accordance with Article 11.4(c) of the CM/GC Contract, the cost of bonds and insurance will be paid on an actual cost reimbursable basis and will be paid in full as part of the first progress payment during the performance of the Early Work Construction Phase.

The Maximum Early Work Price for this Amendment includes no separate risk/contingency amount that is not allocated to the Cost of the Work. Owner's Contingency is controlled and carried by the Agency separately from the Maximum Early Work Price.

4. Current Contract Summary – The current summary of the Contract amounts inclusive of all previously executed Amendments, this Amendment, and Agency issued Change Orders ("COs") is as follows:

a. Preconstruction Phase Services

1. Original CM/GC Contract (Preconstruction fee)	\$1,228,000
2. Amendment No. 1 (Preconstruction test pile)	\$ 171,851
3. Amendment No. 3 (DMWESB Pre-Bid Outreach and Design of Temporary Work Elements)	\$ 192,040
Current Preconstruction Phase Services Subtotal	\$1,591,891

b. Construction Phase Services

1. Amendment No. 2 (Detour Bridge) with COs	\$19,258,008.22
2. Amendment No. 4 (Condominium Mods)	\$ 4,302,465.58
3. Amendment No. 5 (Landslide Stabilization) with COs	\$12,638,847.34
Current Construction Phase Services Subtotal	\$36,199,321.14

c. Current Total Contract Amount (sum of the above) \$37,791,212.14

5. Early Work Notice to Proceed, Interim Completion Date, and Liquidated Damages – Without limiting the generality of Paragraph 7 of this Amendment, all provisions of Article 5 of the CM/GC Contract remain in full force and effect. The overall Contract Completion Date of November 23, 2016 for Construction Phase Services, specified in Article 5.2.3, is not changed by this Amendment. Liquidated damages related to the overall Contract Completion Date, as specified in Article 5.5, are not changed by this Amendment.

The following provisions related to this Amendment for the Sellwood Harbor and Riverpark Condominium Modifications are added to Article 5 of the CM/GC Contract:

- a. Notice to Proceed ("NTP")** – In accordance with Article 5.1.3 of the CM/GC Contract, the Agency intends to issue notice to proceed for the Work under this Amendment, as follows:

NTP: June 4, 2012

In the event that the Agency fails to issue NTP on or before the date identified above, the Agency and CM/GC may agree, in writing, that all provisions of this Amendment remain binding, or either party may request to re-negotiate and incorporate into this Amendment in writing revised provisions as a result of those negotiations.

- b. Interim Completion Date for Phase 1 Sellwood Harbor and Riverpark Condominium Modifications** – In accordance with Article 5.2.2 of the CM/GC Contract and 00180.50(b)(1) of the CM/GC General Provisions, the Interim Completion Date for Phase 1 Work under this Amendment shall be the Fixed Calendar Date of November 30, 2012. The Interim Completion Date for Phase 1 Work shall be considered met when all Phase 1 Work except for final exterior painting, landscaping and minor punch list items is completed.

- c. Liquidated Damages as a result of CM/GC Failure to Meet Interim Completion Date for Phase 1 Sellwood Harbor and Riverpark Condominium Modifications – In accordance with Article 5.5 of the CM/GC Contract and 00180.85(b) of the CM/GC General Provisions, if the CM/GC fails to meet the Interim Completion Date for Phase 1 Sellwood Harbor and Riverpark Condominium Modifications, the CM/GC shall pay to the Agency not as penalty but as liquidated damages the amount of \$800 per Calendar Day or fraction thereof for unexcused delay.
 - d. Final completion of all Work under this Amendment shall be accomplished by the CM/GC no later than the currently established, overall Contract Completion Date of November 23, 2016.
 - e. Nothing in this Amendment shall be construed to prohibit concurrent accrual of liquidated damages under any other amendments.
6. **Bonding and Insurance** - The CM/GC shall increase the amount of the Performance and Payment Bonds previously provided in connection with this CM/GC Contract, as required by Article 16.2 of the CM/GC Contract and Section 00130 of the **CM/GC General Provisions**, so that the penal sums of those bonds are equal to or exceed the "Current Total Contract Amount" stated in paragraph 4.c of this Amendment.
- The CM/GC shall comply with Article 16.1.2 of the CM/GC Contract and shall obtain any new insurance, or modify the limits or coverages, or both, of insurance previously provided under CM/GC Contract Exhibit G, as modified by Amendment No. 2, Exhibit A2 – G, and Exhibit A4 – G of this Amendment.
7. **Remaining Provisions** – Except as modified herein, all provisions of the CM/GC Contract, as previously amended, shall remain unchanged and in full force and effect, including Article 6 regarding establishment of the GMP. This Amendment 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.
8. **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 320.005 to 320.150, ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323, and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.
9. **Prevailing Wage Rates** – The CM/GC shall pay and comply with and require Subcontractors to pay and comply with, the higher of (a) the "General Wage Determinations issued under the Davis-Bacon and Related Acts" from the U.S. Secretary of Labor in effect on the date of execution of this Amendment No. 4 for State of Oregon, Multnomah County, Residential Projects, or (b) State prevailing wage rates in effect on the date of execution of Amendment No. 2. In addition, the wage rates included in Exhibit A4 - I of this Amendment, are hereby incorporated by reference into this Amendment and the CM/GC Contract. The wage rates in Exhibit A4 - I shall apply only to the Work under this Amendment unless otherwise specifically incorporated into any future Construction Phase amendment.

10. **Additional Provisions** – The final, overall GMP Amendment will be inclusive of this Amendment and all other Early Work Amendments for Construction Phase Services.
- a. OJT/Apprenticeship and Diversity Goals: For the Work performed under this Amendment, the CM/GC is not required to meet the overall "Diversity and OJT/Apprenticeship Goals" that were incorporated into the CM/GC Contract under Amendment No. 2, but Work performed by the CM/GC and its Subcontractors under this and all other Early Work Amendments for Construction Phase Services will be included as part of the CM/GC's final, overall performance evaluation toward meeting the overall "Diversity and OJT/Apprenticeship Goals" required by the CM/GC Contract as modified by Amendment No. 2.
 - b. OJT/Apprenticeship Goals for Subcontractors Performing Work Only under this Amendment: Subcontractors who only perform Work under this Amendment No. 4 will be required to meet the "OJT/Apprenticeship Goals" that were incorporated into the CM/GC Contract under Amendment No. 2 and to comply with the provisions of Amendment No. 2, Exhibit A2 – E "Workforce Training and Hiring Specifications."
 - c. Salvage and Recycling: CM/GC shall salvage or recycle demolition and construction debris to the extent feasible and cost effective, as required by ORS 279C.510(1).
11. **Amendment Full Compensation For Changes** – This Amendment constitutes full compensation to CM/GC for all costs including without limitation, Labor, Materials, Equipment, Supervision, Incidentals, subcontract, direct, indirect, overhead, and profit arising from or relating to the subject matter of this Amendment or from the cumulative effect of all prior amendments.

THIS AMENDMENT is executed in two (2) original copies of which one (1) is to be delivered to the CM/GC, and the other to the Agency.

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EXECUTED

CM/GC:

Name of Firm: SLAYDEN/SUNDT, A JOINT VENTURE
a/k/a Slayden Construction Group, Inc. &
Sundt Construction, Inc., A Joint Venture

Address: P.O. Box 247, Stayton, OR 97383

CM/GC's Federal Tax I.D. #: 27-4321373

Construction Contractor's Board Registration No.: 186281

Each Joint Venturer signing below acknowledges and agrees that by doing so, it is signing on behalf of and is therefore binding both itself and SLAYDEN/SUNDT, A JOINT VENTURE a/k/a Slayden Construction Group, Inc. & Sundt Construction, Inc., A Joint Venture, and each Joint Venturer shall be jointly and severally liable under the Contract and this Amendment No. 4, including but not limited to joint and several liability for any obligations subcontracted by the Joint Venture to either of the Joint Venturers.

Slayden Construction Group, Inc., a Joint Venturer

By:

Signature

Date

Larry Gescher

Printed Name (On behalf of itself and CM/GC)

Vice President

Title

93-1326413

Joint Venture/Partner FEIN ID# or SSN# (Required)

Sundt Construction, Inc., a Joint Venturer

By:

Signature

Date

G. Michael Hoover

Printed Name (On behalf of itself and CM/GC)

Senior Vice President

Title

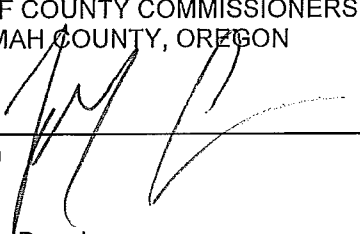
86-0366154

Joint Venture/Partner FEIN ID# or SSN# (Required)

EXECUTED

AGENCY:

BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON



Jeff Cogen

Chair of the Board

6/14/12

Date

REVIEWED

JENNY M. MORF, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

/s/ John S. Thomas

Assistant County Attorney

May 30, 2012

Date

EXECUTED

EXHIBIT A4 – I

PREVAILING WAGE RATES FOR CONSTRUCTION PHASE SERVICES

This Exhibit A4 – I identifies prevailing wage rates applicable to this Amendment. These wage rates are hereby incorporated into the CM/GC Contract for all Construction Phase Services provided by the CM/GC under this Amendment.

In accordance with Paragraph 9 of this Amendment, the higher of the prevailing wage rates listed in the publications below, and attached to this Amendment, shall apply to this Amendment.

Oregon Bureau of Labor and Industries' (BOLI) administrative rules require that the applicable prevailing wages are those set forth in General Decision Number OR100031 10/28/2011 OR31 for State of Oregon, County of Multnomah, Residential Projects, issued under the "Davis-Bacon and Related Acts" by the U.S. Secretary of Labor.

General Decision Number OR120017 03/09/2012 OR17 for State of Oregon, County of Multnomah, Residential Projects, issued under the "Davis-Bacon and Related Acts" by the U.S. Secretary of Labor.

EXECUTED

EXHIBIT A4 – A

SELLWOOD HARBOR AND RIVERPARK CONDOMINIUM MODIFICATIONS PLANS AND SPECIAL PROVISIONS

In accordance with the CM/GC Contract and this Amendment, the CM/GC shall deconstruct and modify the Sellwood Harbor and Riverpark condominiums, and perform site work modifications, as required by the Plans and Special Provisions identified in the “Sellwood Harbor Deconstruction and Site Improvements” design package and in the “Riverpark Deconstruction and Site Improvements” design package, and in accordance with subsequent revisions thereto as authorized by the Agency. Work authorized under this Amendment includes all work identified in these Plans and Special Provisions as Phase 1 and Phase 2.

The CM/GC Contract Special Provisions are supplemented by the Special Provisions incorporated into the CM/GC Contract under this Amendment No. 4. These Amendment No. 4 Special Provisions are defined as the following items: all Specification Sections included in the “Project Manual” entitled “Sellwood Bridge Replacement Project Amendment No. 04 – Sellwood Harbor and Riverpark Condo Modifications” dated January 10, 2012, and revised per “Addendum 01 – January 27, 2012”, “Addendum 02 – January 30, 2012”, and “Addendum 03 – February 6, 2012.”

Attached hereto are the above-referenced Plans and conformed Special Provisions for the “Sellwood Harbor Deconstruction and Site Improvements”, and the “Riverpark Deconstruction and Site Improvements.”

EXECUTED

EXHIBIT A4 – B

COST BREAKDOWN FOR SELLWOOD HARBOR AND RIVERPARK CONDOMINIUM MODIFICATIONS MAXIMUM EARLY WORK PRICE

The cost breakdown for the Maximum Early Work Price for the Sellwood Harbor and Riverpark Condominium Modifications Amendment is identified in the attached “Bid Items” and further defined in the “Assumptions and Clarifications” included in this Amendment. The “Bid Items” include the Cost of the Work, CM/GC Fee, and Bonds and Insurance costs identified in paragraph 2 of this Amendment.

In the event that there is a conflict between these Assumptions and Clarifications and other Contract Documents, the Agency and CM/GC agree to negotiate in good faith to resolve the conflict. Results of these negotiations will be formalized as mutually agreed by Contract Change Order.

Exhibit A4 – B

Assumptions and Clarifications For Sellwood Harbor and Riverpark Modifications

- 1) Except for hazardous materials arising out of or related to CM/GC's operations, hazardous material excavation, abatement, or removal is not included in the Maximum Early Work Price for this Amendment.
- 2) Major sound and/or noise mitigation is not included. Noise and vibration monitoring is included. Pre-demolition documentation by the CM/GC of existing interior and exterior site conditions is also included and will be provided to the Agency.
- 3) For the Work under this Amendment, the Agency will acquire and pay for permits in accordance with CM/GC General Provisions Section 00170.03.
- 4) CM/GC General Conditions are based on the current project schedule, and the NTP and completion dates established in this Amendment. General Conditions that are authorized by the Agency, in addition to those authorized under previously executed Early Work Amendments, will be paid as a Lump Sum Item in accordance with a mutually agreed Schedule of Values.
- 5) General Conditions costs included in this Amendment No. 4 assume that the Agency will execute a GMP Amendment with Slayden-Sundt JV. If a GMP Amendment is not executed between the parties, the parties agree to negotiate in good faith any additional costs for CM/GC management personnel who are needed to fulfill the CM/GC's contract obligations under this Amendment No. 4.
- 6) Vacation and holiday pay for CM/GC salaried and administrative personnel is not included in their hourly rates but is included and allocated in the schedule duration for this Amendment. CM/GC salaried and administrative personnel will be charged to the Project when they are on paid time off and for Slayden-Sundt JV observed holidays.

- 7) CM/GC shall be responsible for coordinating directly with the City of Portland Water Bureau and any other third party entities, and for scheduling of any work that the Portland Water Bureau and other third party entities may be required to perform, to avoid delays to the CM/GC's Work under this Amendment.
- 8) Cost for an independent mold evaluation, limited to areas exposed immediately after deconstruction and prior to installation of siding, is included in the Maximum Early Work Price for this Amendment. CM/GC will provide a copy of the independent mold evaluation report to the Agency. Cost of existing mold removal/remediation, if required, is not included in the Maximum Early Work Price.
- 9) The specifications state that the CMGC is to use the Staff Jennings site as a staging area and office location. The Maximum Early Work Price for this Amendment assumes that the CM/GC will be allowed to set up an office and staging area either on the MELA property or within the temporary construction easements on the east or west side of the bridge.
- 10) Specification section 015000.2.2.C states: "If required at the Project site, provide temporary toilets, wash facilities, and drinking water for use of construction personnel in a secured location and in a manner acceptable to the occupants of Sellwood Harbor and Riverpark condominiums." These items will be required, and the CMGC will work with the Agency to establish the location of these items.
- 11) Specification section 015000.2.2.D.2 states: "Maintain dust partitions during the Work. Use vacuum collection attachments on dust producing equipment. Isolate limited work within occupied areas using portable dust containment devices." No cost is included in the Maximum Early Work Price for this Amendment for these items because the need for dust partitions within occupied areas is not anticipated by the CM/GC. Exterior dust that is produced by construction activities under this Amendment will be mitigated by the CM/GC with the application of water. The CM/GC shall be responsible for means and methods so that dirt and dust created by its construction activities are controlled without adverse impacts to the occupants of the condominiums.
- 12) No temporary fire protection is included in the Maximum Early Work Price for this Amendment. CM/GC shall maintain existing fire protection or provide fire protection equivalent to fire protection that exists prior to start of construction.

- 13) Cost for survey in support of construction activities under this Amendment is included in the Maximum Early Work Price for this Amendment. Costs for survey to provide property boundary and legal descriptions are not included.
- 14) CM/GC pricing and schedule assumes that, upon receipt of NTP, the Sellwood Harbor north boundary fence can be relocated to the north along the south edge of the Riverpark easement. Access to the north parking lot will be maintained until the south parking area is made accessible and secured by the CM/GC for condominium occupant usage. The CM/GC's temporary fencing shall secure existing properties equivalent to that which exists prior to start of construction and shall clearly delineate occupant access from Spokane Street to the occupants' parking garages.
- 15) The Maximum Early Work Price of this Amendment includes a \$50,000 allowance for use by the parties to mitigate third party claims. Expenditure of monies in this allowance must be approved by the Agency in writing in advance of any costs being incurred by the CM/GC. The Agency and CM/GC agree to track and maintain up-to-date accounting of all costs incurred against this allowance. The parties further agree that, at final reconciliation of all costs incurred under this Amendment, unexpended funds in this allowance shall be credited in full to the Agency.
- 16) The Maximum Early Work Price of this Amendment includes a \$50,000 allowance for use by the parties to mitigate third party requested revisions in the Work. Expenditure of monies in this allowance must be approved by the Agency in writing in advance of any costs being incurred by the CM/GC. The Agency and CM/GC agree to track and maintain up-to-date accounting of all costs incurred against this allowance. The parties further agree that, at final reconciliation of all costs incurred under this Amendment, unexpended funds in this allowance shall be credited in full to the Agency.
- 17) Upon completion of Work as required to meet the Interim Completion Date for Phase 1 under this Amendment, and submittal of related close-out documents for this Work to the Agency, the Agency will release the Phase 1 retainage.
- 18) The Maximum Early Work Price for this Amendment assumes that Pacificmark's qualified fringe benefit plan is acceptable to BOLI.

EXHIBIT A4 – G

ADDITIONAL INSURANCE REQUIREMENTS FOR CONSTRUCTION PHASE SERVICES

In accordance with Articles 16.1.2 and 16.1.3 of the CM/GC Contract, and with reference to Exhibit G of the CM/GC Contract and Exhibit A2 – G of Amendment No. 2, all provisions of CM/GC Contract Exhibit G and Amendment No. 2 Exhibit A2 – G shall remain in effect, and be appended as follows:

The following provisions shall apply to the original CM/GC Contract, all previously executed Early Work Amendments, this Amendment, and all future amendments that may be executed including the GMP amendment:

With reference to CM/GC Contract Exhibit G, paragraphs (a)(6), (a)(7) and (a)(8) “Pollution Liability,” “Asbestos Liability,” and “Lead Liability,” and “Item 5” in Amendment No. 2 Exhibit A2-G:

Revise Item 5, “Increase ‘combined single limit per occurrence’ from ‘\$1,000,000’ to ‘\$5,000,000,’ as follows: Add: “A combined Professional and Pollution Liability policy may be used to provide \$5,000,000 each claim for Professional Liability, \$5,000,000 each claim for Pollution Liability and \$5,000,000 per claim limit for Mold coverage.”

Revise Item 5, “Increase ‘project aggregate limit’ from ‘\$1,000,000’ to ‘\$10,000,000’, as follows: Add: “A combined Professional and Pollution Liability policy may be used to provide the \$10,000,000 project aggregate limit which shall apply to Professional Liability, Pollution Liability and Mold Liability.”

Revise Item (b) “Additional Insureds,” by deleting the first sentence and replacing it with the following: “The required liability insurance coverages of Section (a), as amended, with the exception of the Professional Liability Insurance, shall include the Agency, the Agency’s governing body, board, or Commission and its members, and the Agency’s officers and employees, Agency’s Authorized Representative, State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers and employees, City of Portland and its officers and employees, Riverpark Condominium Association, its Board of Directors, members and agents, and Sellwood Harbor Condominium Association of Units Owners, their Board of Directors, members and agents as additional insureds, but only with respect to the CM/GC’s activities to be performed under the Contract.”

Add: “The professional/pollution liability policy shall have a policy period of 12/01/11 to 12/01/16 with a 5 year extend reporting period for a total of 10 years. The retroactive date of placement shall be no later than 12/01/11 as respects pollution and mold coverage and no later than 6/20/11 for professional liability.”

EXECUTED

EXECUTED

Sellwood Bridge Replacement Project
Amendment No. 4 Condo Modifications
Exhibit A4 - B "Bid Items"
6/1/2012

PHASE 1

<i>Amend.</i>	<i>Bucket</i>	<i>Spec.</i>	<i>Item</i>					
<i>No.</i>	<i>Code</i>	<i>No.</i>	<i>No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Subtotal</i>
04	C1	0AIA	00001	Sellwood Harbor Condominium Modifications	1	LS	\$ 2,204,853.00	\$ 2,204,853.00
04	C1	0AIA	00002	Riverpark Condominium Modifications*	1	LS	\$ 336,636.00	\$ 336,636.00
04	C1	0AIA	00003	Riverpark Condominium R1 utilities/demo*	1	LS	\$ 103,784.00	\$ 103,784.00
04	C1	0000	0001G	General Conditions	1	LS	\$ 269,945.00	\$ 269,945.00
				COST OF PHASE 1 WORK SUBTOTAL				\$ 2,915,218.00
04	C1	0000	0001I	Bonds and Insurance	136,180.12	\$	\$ 1.00	\$ 136,180.12
04	C1	0000	0001F	Fee	179,285.91	\$	\$ 1.00	\$ 179,285.91
				TOTAL PHASE 1				\$ 3,230,684.03

PHASE 2

04	C2	0AIA	00001	Sellwood Harbor Condominium Modifications	1	LS	\$ 631,738.00	\$ 631,738.00
04	C2	0AIA	00002	Riverpark Condominium Modifications*	1	LS	\$ 289,271.00	\$ 289,271.00
04	C2	0000	0001G	General Conditions	1	LS	\$ 45,000.00	\$ 45,000.00
				COST OF PHASE 2 WORK SUBTOTAL				\$ 966,009.00
04	C2	0000	0001I	Bonds and Insurance	46,363.00	\$	\$ 1.00	\$ 46,363.00
04	C2	0000	0001F	Fee	59,409.55	\$	\$ 1.00	\$ 59,409.55
				TOTAL PHASE 2				\$ 1,071,781.55

TOTAL OF PHASE 1 AND PHASE 2 (SUM OF ABOVE AMOUNTS)

COST OF THE WORK = \$3,881,227.00

BONDS AND INSURANCE = \$182,543.12

FEE = \$238,695.46

GRAND TOTAL = \$4,302,465.58

* CM/GC shall provide a breakdown of values for each of the above Lump Sum Prices. The breakdown of values in total shall equal the Lump Sum Subtotal of each of the line items. Each line item shall be inclusive of all Work required under this Amendment.

EXECUTED

OR100031 MOD 14 LAST MODIFICATION OR31

****THIS WAGE DETERMINATION WAS ACTIVE AS OF THE END OF YEAR****

General Decision Number: OR100031 10/28/2011

Superseded General Decision Number: OR20080031

State: Oregon

Construction Type: Residential

County: Multnomah County in Oregon.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/23/2010
3	05/14/2010
4	06/04/2010
5	07/02/2010
6	07/23/2010
7	08/06/2010
8	03/25/2011
9	05/27/2011
10	06/10/2011
11	07/01/2011
12	08/19/2011
13	10/14/2011
14	10/28/2011

BROR0001-011 06/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 32.75	15.28
TILE FINISHER.....	\$ 21.84	9.65
TILE SETTER.....	\$ 28.94	12.68

* CARP0001-023 07/01/2011

	Rates	Fringes
CARPENTER (INCLUDING ACCOUSTICAL CEILING INSTALLATION, FORM WORK AND METAL STUD INSTALLATION)		
Multi Unit.....	\$ 23.80	10.86
Single Unit.....	\$ 21.37	10.86

ELEC0048-016 07/01/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 26.00	10.63

ENGI0701-019 01/01/2011

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 37.27	12.35
GROUP 1A.....	\$ 39.13	12.35
GROUP 1B.....	\$ 41.00	12.35
GROUP 2.....	\$ 35.64	12.35
GROUP 3.....	\$ 34.65	12.35
GROUP 4.....	\$ 33.71	12.35
GROUP 5.....	\$ 32.60	12.35
GROUP 6.....	\$ 29.61	12.35

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom;

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); BLADE: Auto Grader; Blade Operator-Robotic; Rubber tired scraper with tandom scrapers, multi-engine

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; Rubber Tired Scraper: with tandom scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units.

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE/ EXCAVATOR-ROBOTIC: up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; BLADE: Blade operator; Tractor operator with boom attachment; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Asphalt Paver; Screed Operator; Rubber-Tired

Scraper, single engine, single scraper.

GROUP 5: TRACKHOE/EXCAVATORS-HYDRAULIC: up to and including 20,000 lbs.; Boom truck operator; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; Concrete Pumper; Concrete Paver

GROUP 6: LOADERS: (less than 1 cu yd.); Roller (Non-Asphalt); Oiler

LABO0001-031 06/01/2008

	Rates	Fringes
Laborers: (Mason Tender-Brick)...	\$ 25.75	11.25

LABO0003-005 06/01/2008

	Rates	Fringes
Laborers:		
GROUP 4.....	\$ 26.15	11.25
GROUP 5.....	\$ 21.51	11.25

LABORER CLASSIFICATIONS:

GROUP 4: Grade Checker; Pipelayers

GROUP 5: Traffic Flaggers

PAIN0055-008 07/01/2009

	Rates	Fringes
PAINTER		
BRUSH, ROLLER AND SPRAY.....	\$ 19.59	7.24

PAIN0055-020 08/13/2009

	Rates	Fringes
HIGHWAY/PARKING LOT STRIPING:		
Painter.....	\$ 30.82	8.62

PLAS0082-002 06/01/2011

	Rates	Fringes
PLASTERER.....	\$ 25.08	11.32

PLAS0555-003 06/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.05	17.59

PLUM0290-007 04/01/2011

	Rates	Fringes
PLUMBER		
INCLUDING HVAC PIPE		
INSTALLATION.....	\$ 24.40	20.07

SUOR2009-015 10/16/2009

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 18.62	2.30
FENCE ERECTOR (Chain Link/Cyclone Fence).....	\$ 16.30	2.22
LABORER: Asphalt Raker.....	\$ 17.31	5.12
LABORER: Common or General.....	\$ 15.85	7.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 22.18	7.40
ROOFER.....	\$ 12.00	0.00
SHEET METAL WORKER (Installation of HVAC Duct Only).....	\$ 25.67	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.00	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.00	6.18

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the
classifications listed may be added after award only as
provided in the labor
standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates
listed under the
identifier do not reflect collectively bargained wage and
fringe benefit
rates. Other designations indicate unions whose rates have
been determined
to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested
party may appeal directly to the Administrative Review Board
(formerly the
Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

OR120017 MOD 2 REVISED 03/09/12 OR17

***** THIS WAGE DETERMINATION WAS REPLACED ON 03/09/12*****

General Decision Number: OR120017 02/17/2012

Superseded General Decision Number: OR20100031

State: Oregon

Construction Type: Residential

County: Multnomah County in Oregon.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	02/17/2012

BROR0001-011 06/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 32.75	15.28
TILE FINISHER.....	\$ 21.84	9.65
TILE SETTER.....	\$ 28.94	12.68

CARP0001-023 07/01/2011

	Rates	Fringes
CARPENTER (INCLUDING ACCOUSTICAL CEILING INSTALLATION, FORM WORK AND METAL STUD INSTALLATION)		
Multi Unit.....	\$ 23.80	10.86
Single Unit.....	\$ 21.37	10.86

* ELEC0048-016 01/02/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 26.00	3%+8.65

ENG10701-019 01/01/2012

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 37.27	12.08
GROUP 1A.....	\$ 39.13	12.08
GROUP 1B.....	\$ 41.00	12.08
GROUP 2.....	\$ 35.64	12.08
GROUP 3.....	\$ 34.65	12.08
GROUP 4.....	\$ 33.71	12.08
GROUP 5.....	\$ 32.60	12.08
GROUP 6.....	\$ 29.61	12.08

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); BLADE: Auto Grader; Blade Operator-Robotic; Rubber tired scraper with tandem scrapers, multi-engine

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; Rubber Tired Scraper: with tandem scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units.

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE/ EXCAVATOR-ROBOTIC: up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; BLADE: Blade operator; Tractor operator with boom attachment; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Asphalt Paver; Screed Operator; Rubber-Tired Scraper, single engine, single scraper.

GROUP 5: TRACKHOE/EXCAVATORS-HYDRAULIC: up to and including 20,000 lbs.; Boom truck operator; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; Concrete Pumper; Concrete Paver

GROUP 6: LOADERS: (less than 1 cu yd.); Roller (Non-Asphalt); Oiler

LABO0001-031 06/01/2008

Rates

Fringes

Laborers: (Mason Tender-Brick)...\$ 25.75 11.25

LABO0003-005 06/01/2008

	Rates	Fringes
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Laborers:

GROUP 4.....	\$ 26.15	11.25
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GROUP 5.....	\$ 21.51	11.25
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LABORER CLASSIFICATIONS:

GROUP 4: Grade Checker; Pipelayers

GROUP 5: Traffic Flaggers

PAIN0055-008 07/01/2009

	Rates	Fringes
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PAINTER

BRUSH, ROLLER AND SPRAY.....	\$ 19.59	7.24
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PAIN0055-020 08/13/2009

	Rates	Fringes
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HIGHWAY/PARKING LOT STRIPING:

Painter.....	\$ 30.82	8.62
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PLAS0082-002 06/01/2011

	Rates	Fringes
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PLASTERER.....	\$ 25.08	11.32
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PLAS0555-003 06/01/2011

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 29.05	17.59
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PLUM0290-007 04/01/2011

	Rates	Fringes
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PLUMBER

INCLUDING HVAC PIPE

INSTALLATION.....	\$ 24.40	20.07
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SUOR2009-015 10/16/2009

	Rates	Fringes
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CARPENTER (Drywall Hanging

Only).....	\$ 18.62	2.30
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FENCE ERECTOR (Chain

Link/Cyclone Fence).....	\$ 16.30	2.22
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LABORER: Asphalt Raker.....	\$ 17.31	5.12
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LABORER: Mason Tender - Cement/Concrete.....\$ 22.18	7.40
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TRUCK DRIVER: Dump Truck.....\$ 15.00	0.00
TRUCK DRIVER: Water Truck.....\$ 17.00	6.18

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived

from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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END OF GENERAL DECISION