BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING THE DEVELOPMENT AND FINANCE AGREEMENT FOR THE CONVENTION CENTER HOTEL PROJECT	)))))	RESOLUTION NO. 15-4624
	)	Introduced by Scott Cruickshank

WHEREAS, Metro owns and operates the Oregon Convention Center (OCC) with the expertise and oversight of the Metropolitan Exposition and Recreation Commission (MERC); and

WHEREAS, on April 26, 2012, the Metro Council directed staff to issue a Request for Proposals for the development of a privately-owned Oregon Convention Center hotel with limited public investment; and

WHEREAS, on September 13, 2012, the Metro Council via Resolution No. 12- 4365, ("For the Purpose of Selecting a Development Team for the Development of the Oregon Convention Center Hotel and Directing Staff to Commence Project Negotiations with Development Team") directed staff to commence Term Sheet negotiations with the Mortenson/Hyatt Development Team (consisting of Mortenson Development, Mortenson Construction, Hyatt Hotels Corporation, ESG Architects, Ankrom Moisan Architects, Piper Jaffray & Co., Jones Lang LaSalle Hotels and Star Terra LLC/Schlesinger Companies); and

WHEREAS, on June 26, 2014, the Metro Council via Resolution No. 14-4520, ("For the Purpose of Authorizing Execution of Development and Finance Agreement with the Oregon Convention Center Hotel Project Developer") authorized the Chief Operating Officer to execute the Development and Financing Agreement (DFA) with Mortenson Development, Inc. and Hyatt Hotels Corporation; and

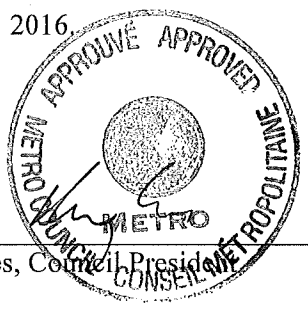
WHEREAS, since execution of the DFA on July 3, 2014, closing of the transaction has been extended for various reasons, including the ongoing negotiations between Mortenson and Hyatt and the ongoing litigation challenging the proposed financing for the project, which litigation has recently been settled; and

WHEREAS, Mortenson and Hyatt's Initial Hotel Sale Agreement now requires significantly more design work be completed during the Predevelopment Period prior to Metro's obligation to fund; and

WHEREAS, staff recommends an amendment to the DFA to among other things (i) update terms to reflect actions that have taken place since the agreement was originally executed in 2014, (ii) extend closing to account for the increased level of hotel design work during the predevelopment period; (ii) incorporate certain commitments set forth in the Initial Hotel Sale Agreement between Hyatt and Mortenson; and (iii) provide further assurances regarding Metro's ability to deliver its financing contribution now that pending litigation has been settled; now therefore

BE IT RESOLVED THAT the Metro Council hereby approves amending the Development and Financing Agreement to address the general issues referenced herein and authorizes the Metro Chief Operating Officer to execute such an amendment in a form substantially similar to the draft attached as Exhibit A to this Resolution, or as otherwise approved by the Metro Attorney.

ADOPTED by the Metro Council this 3rd day of March 2016.



Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney

THIRD AMENDMENT TO
DEVELOPMENT AND FINANCING AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AND FINANCING AGREEMENT (this "Third Amendment"), executed on _____, 2016 (the "Effective Date"), is entered into by and between Mortenson Development, Inc., a Minnesota corporation ("Developer"), and Metro, a municipal corporation organized under the laws of the State of Oregon and the Metro Charter ("Metro"). Hyatt Hotels Corporation, a Delaware corporation ("Hyatt"), is executing and delivering this Third Amendment for the limited purposes set forth on the signature page hereof.

A. Metro, Developer and (to the extent provided therein) Hyatt are parties to that certain Development and Financing Agreement dated July 3, 2014 (the "Original Agreement"), as subsequently amended on January 5, 2015 (the "First Amendment") and September 29, 2015 (the "Second Amendment") (as amended, the "Agreement").

B. Since the execution of the Original Agreement, Closing of the transaction has been extended for various reasons, including the ongoing negotiations between Developer and Hyatt and the ongoing litigation challenging the proposed financing for the Project.

C. On _____, 2016, Developer and Hyatt (or one of its affiliates) executed their Initial Hotel Sale Agreement (also referred to as the "Hotel Purchase Agreement"), which among other things requires significantly more design work be completed during the Predevelopment Period and provides for certain financial commitments from the purchaser upon its acceptance of the 30% Construction Drawings.

D. The Parties wish to enter into this Third Amendment to, among other things, (i) further extend Closing to allow Hotel design work to proceed during the Predevelopment Period; (ii) incorporate certain commitments set forth in the Initial Hotel Sale Agreement between Hyatt and Developer; (iii) provide further assurances regarding Metro's ability to deliver Metro's financing contribution at Closing as set forth in the Original Agreement; (iv) provide further assurances regarding Developer's ability to deliver its financing contributions at Closing; and (iv) provide further assurances regarding Hyatt's contractual obligations to purchase the Hotel.

NOW THEREFORE, in consideration of the mutual agreements herein, Developer and Metro hereby agree to amend the Agreement as follows (capitalized terms used herein without definition having the meanings provided in the Agreement):

1. The agreed-upon, final form of Room Block Agreement, attached as Attachment 2.1 to the Agreement, is hereby replaced in its entirety by the amended and restated Attachment 2.1. The parties agree that Hyatt and Developer will sign the Room Block Agreement at Closing for the purposes of taking on limited operation responsibly during the construction period. As set forth in the Room Block Agreement, if the Hotel Purchase Agreement is terminated in accordance with its terms, Hyatt shall have no further obligation under the Room Block Agreement.

2. All references to the SSTLTR Guaranty in Section 2.5, and elsewhere throughout the Agreement, are hereby deleted.

3. Section 2.9 of the Agreement, and all references to the PDC Loan Agreement, are hereby deleted, due to the fact that Developer no longer intends to borrow $4,000,000 from PDC.

4. Section 2.10 of the Agreement is amended to reflect that as of the Effective Date of this Third Amendment, PDC and Developer have an agreed-upon term sheet for the Block 47 Property. The parties anticipate that the PDC/Developer Block 47 Acquisition Agreement will be executed on or before _____, 2016.

5. Section 2.14 of the Agreement is amended to reflect that as of the Effective Date of this Third Amendment, PDC and Developer have an agreed-upon term sheet outlining the essential terms of the Parking Structure Development Agreement. The parties anticipate that the Parking Structure Development Agreement will be executed on or before _____, 2016.

6. The first sentence of Section 2.16 of the Agreement is amended and restated as follows:

> "Design-Builder (defined in Section 7.1) shall enter into an architectural services agreement with Elness Swenson Graham Architects, which will serve as the lead design firm (the "Architect Agreement")."

7. The first sentence of Section 2.18 of the Agreement is amended and restated as follows:

> "As of the Effective Date of the Third Amendment, Developer has executed an agreement (the "Initial Hotel Sale Agreement") to transfer the Hotel to Hyatt or a Hyatt assignee (as applicable, the "Initial Hotel Owner") upon completion of construction."

8. The last sentence in Section 2.18.2.4 of the Agreement is hereby deleted due to the fact that the Contractor Recruitment policy of FOTA is no longer applicable as a result of changes that will be made to MERC's contracting code. The following is inserted as Section 2.18.2.4: "In addition to the Employee Recruitment policy of FOTA, initial Hotel Operator shall implement the practices, policies and commitments set forth in the Oregon Convention Center Hotel Hiring and Employment Commitment, a copy of which is attached as Attachment 2.18.2.4 (or if Initial Hotel Operator fails to do so, it shall correct any such failure within 30 days of notice thereof)."

9. The Deed Restriction referenced in Section 2.19 shall be in the form attached hereto as Attachment 2.19. All references to the Restrictive Covenant in the Agreement shall be deemed to mean the Deed Restriction.

10. The Scope Documents, attached as Attachment 3.1 to the Agreement, are hereby replaced in their entirety by The Oregon Convention Center Hotel and Parking Ramp Presentation Package, dated August 10, 2015. These revised Scope Documents incorporate updated scope documents from the Initial Hotel Sale Agreement between Developer and Hyatt.

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11. Section 5 of the Agreement is hereby amended to add the following paragraph at the end of the current language set forth in Section 5 in the Original Agreement:

"Developer represents and warrants that as of the date of this Third Amendment (a) Developer currently has an option to purchase the Project Site (other than the PDC-owned Block 47 Property), (b) Developer is not in default under the terms of such purchase option, and (c) Developer has full ability to exercise its rights to acquire the Project Site (other than the PDC-owned Block 47 Property)."

12. Section 6 of the Agreement is hereby amended and restated in its entirety as follows:

"SECTION 6 PREDEVELOPMENT ACTIVITIES

6.1 General

In order to meet an aggressive construction schedule, the Parties agree that Developer will undertake and be responsible for certain predevelopment activities in support of the design and construction of the Hotel, subject to the terms of this Agreement.

6.2 Definitions

For purposes of this Section 6, the following definitions apply:

6.2.1 "Predevelopment Period" means the period from the Effective Date to the earlier of (x) the Closing Date, estimated to be March 31, 2017, as such period may be extended by the Parties' mutual agreement, or (y) the date of termination pursuant to Section 22.3.2 or 22.3.3.

6.2.2 "Predevelopment Costs" means the reasonable and necessary Hotel related costs of Inspections, architectural and engineering services performed by Developer's contractors (including Metro-approved Retained Parties, where applicable) and transportation studies, and applications for and pursuit of entitlements, including any general City of Portland fee and land carrying costs, for the development of the Project and incurred by Developer during the Predevelopment Period. Notwithstanding the immediately preceding sentence, Predevelopment Costs do not include the following: (a) Developer's legal costs and expenses; (b) Developer's internal management, administrative and overhead costs; (c) travel and meal costs of the Developer and any contractor or consultant; (d) Design-Builder charges for marketing-related expenses; (e) costs incurred by Developer after a termination of this Agreement; (f) Hyatt's internal management, administrative and overhead costs and (g) costs not incurred during the Predevelopment Period.

6.2.3 "Inspections" means studies, tests, investigations, or analyses Developer deems necessary with respect to the physical condition of the Project Site, including surveys, utility analyses, architectural and engineering studies, a current conditions study, soils studies and environmental assessments.

6.3 Collaboration during Predevelopment Period.

During the Predevelopment Period, the Parties shall make good faith efforts to maintain a close and collaborative relationship at the highest decision making level to expedite crucial Project decisions, including Metro design review, in coordination with the OCC management. More specifically, Developer shall provide Metro with copies of all such meeting minutes as well as prior notice and the opportunity for Metro and or its consultants representing Metro to attend regularly scheduled weekly design coordination meetings. In addition, Developer will provide Metro with copies of written progress reports prepared by Developer, all construction consultant reports prepared by Hyatt and received by Developer, and notices of any default delivered or received by Developer.

6.4 Developer Predevelopment Responsibilities

During the Predevelopment Period Developer shall, with diligence and in good faith, and without cost to Metro except as provided under Section 6.6:

6.4.1 Acquire the architectural and engineering services for the Project necessary to develop Project design drawings prepared by an approved Retained Party consistent with the Scope Documents, as modified by the Drawings Metro approves pursuant to Section 6.5.3 below, and Hyatt brand standards (collectively, "Drawings"). The Drawings will be advanced to at least the level of detail and specificity of 30% Construction Documents, as is required by the Initial Hotel Sale Agreement and Developer Contribution Mortgage. The parties anticipate that the work done during the Predevelopment Period shall be completed in accordance with the Predevelopment Cost Schedule, which is attached hereto as Attachment 6.4.1. Any changes made to the Predevelopment Cost Schedule that change Metro's obligations pursuant to Section 22.3.2 of the Agreement shall be submitted to Metro in writing for approval. Metro shall respond to any such request for approval within fifteen (15) Business Days. If Metro does not object in writing, stating its objection in reasonable detail, Metro shall be deemed to have waived its approval right with respect to the requested approval.

6.4.2 Undertake and complete all Inspections of the Project Site to determine that the Project Site is suitable for Developer's intended use. The determination of the suitability of the Project Site shall be subject to Developer's satisfaction in its sole discretion exercised in good faith.

6.4.3 Prepare and complete the Closing Project Budget, including a mutually-agreed guaranteed maximum price based on "open book" subcontractor bidding and cost take-offs, developed from Drawings that will be advanced to at least the level of detail and specificity of 30% Construction Documents, as is required by the Initial Hotel Sale Agreement and Developer Contribution Mortgage. In accordance with Section 6.5.6 of the Agreement, Metro may review and approve the Closing Project Budget. Metro's process for reviewing and approving the Closing Project Budget is described in the Budget and Construction Management Process described in Attachment 6.4.3 attached hereto.

6.4.4 Actively participate in negotiations for any documents required for Closing that have not been agreed to as of the Effective Date;

6.4.5 Secure all land use entitlement permits, and building permits for the Project, in accordance with the terms of the Initial Hotel Sale Agreement; and

6.4.6 Use commercially reasonable efforts to secure the Developer Contribution for the Project, including the Developer Contribution Mortgage.

6.5 Metro Predevelopment Responsibilities

During the Predevelopment Period, Metro shall, with diligence and in good faith:

6.5.1 Actively participate in negotiations for any documents required for Closing that have not been agreed to as of the Effective Date;

6.5.2 Review and approve Drawings to be prepared by Developer to update the Drawings attached as Attachment 3.1, to reflect subsequent circumstances including the elimination of underground parking. Upon Metro's and Hyatt's approval of such updated Drawings they shall become the "Scope Documents."

6.5.3 Review and approve the Drawings, from the Scope Documents through and including the Drawings that Developer presents during the Predevelopment Period to the City Design Review process ("City Design Drawings"). Prior to Developer's formal submittal for City Design Review, Developer will submit progress Drawings to Metro for its review and comment, and Metro and Developer will work collaboratively, using such advisors as each may retain, toward the City Design Drawings to be formally submitted. Collaboration shall include, but not be limited to, Metro's attendance and participation in any City Design Advisory Review meetings prior to the formal submittal. Metro's approval rights under this paragraph will be limited to (a) the consistency of the Drawings with the Scope Documents; (b) the design objectives stated in Section 4.1 above as it relates to consistency with the design parameters as resolved in the "superblock" design review process; (c) the design aesthetic of the proposed Hotel exterior; (d) the functionality of the proposed improvements in relation to the OCC; (e) the features included in the Hotel design to meet at least LEED Silver level certification (for avoidance of doubt, if the features meet LEED Silver level Metro may not require features to meet a higher standard); (f) the consistency with the Hyatt Regency brand standards, including the interior elements, including FF&E; and (g) the hard and soft construction costs anticipated to construct the proposed Hotel. Metro shall respond to any request for approval within ten (10) Business Days. If Metro does not object in writing, stating its objection in reasonable detail, Metro shall be deemed to have waived its approval right with respect to the requested approval.

6.5.4 Review and comment on the drawings Developer prepares after the City Design Drawings but prior to the 30% Construction Documents.

6.5.5 Review and approve the 30% Construction Documents required by the Initial Hotel Sale Agreement and Developer Contribution Mortgage. Metro's approval rights under this paragraph will be limited to (a) the consistency of the 30% Construction Documents with the approved City Design Documents after the City Design Documents are approved; (b) the design aesthetic of the proposed Hotel exterior as it relates to consistency with the exterior design parameters as resolved in the City Design Review process; (c) the functionality of the proposed improvements in relation to the OCC; (d) the features included in the Hotel design to meet at least LEED Silver level certification (for avoidance of doubt, if the features meet LEED Silver level Metro may not require features to meet a higher standard); (e) the consistency with the Hyatt Regency brand standards, including the interior elements, including FF&E; and (f) the hard and soft construction costs anticipated to construct the proposed Hotel. Metro shall respond to any request for approval within ten (10) Business Days. If Metro does not object in writing, stating its objection in reasonable detail, Metro shall be deemed to have waived its approval right with respect to the requested approval.

6.5.6 Approve the Closing Project Budget and Schedule.

6.6 Predevelopment Cost Sharing.

As of the Effective Date of the Third Amendment, and in accordance with the terms of the First Amendment, Metro has reimbursed Developer for certain Predevelopment Costs incurred in the amount of Six Hundred Thousand and no/100 Dollars ($600,000). At Closing, Metro's payment of Predevelopment Costs pursuant to this Section 6.6 will be deemed part of Metro's disbursement of the Metro Grant."

13. Section 7.2 of the Agreement is amended and restated as follows:

"Elness Swenson Graham Architects will serve as the lead design firm ("Architect")."

14. The Initial Project Budget, attached as Attachment 8.1 to the Agreement, is hereby replaced in its entirety by the amended and restated Project Budget attached hereto.

15. The following language shall be added to as Section 10.3.4 to the Agreement:

"10.3.4 Upon completion, Metro may conduct a final audit to confirm compliance with the approved Drawings, compliance with applicable equal employment opportunity and non-discrimination laws, and cost of work for budget line-items that are allowances. The scope of such audit shall not include audit of costs of any work performed on a fixed price basis. Developer shall provide all documentation requested by Metro that is within the agreed scope of this audit process."

16. The Project Schedule, attached as Attachment 11.1 to the Agreement, as amended to date, is replaced in its entirety by the amended and restated Project Schedule attached hereto. Developer represents that the amended and restated Project Schedule mirrors the project schedule agreed upon by Hyatt in the Initial Hotel Sale Agreement.

17. Section 12.2 of the Agreement, entitled Developer Financing to Bridge Lottery Funds, is deleted in its entirety.

18. Section 13 of the Agreement is amended and restated in its entirety as follows:

"SECTION 13 METRO FUNDING

Subject to the satisfaction of the conditions in Section 17.1 below, Metro will provide the following Metro funding:

13.1 A Metro Grant in the amount of Four Million and no/100 Dollars ($4,000,000) less the $600,000 that Metro contributed towards the Predevelopment Costs as referenced in Section 6.6;

13.2 The net proceeds of the sale of the Metro Revenue Bonds, in the sum of Sixty Million and no/100 Dollars ($60,000,000). The price, the aggregate principal amount, and terms of the Metro Revenue Bonds shall be established by the terms of the VF IGA and Metro, in its sole discretion; and

13.3 The Lottery Funds from the State of Oregon in the amount of Ten Million and no/100 Dollars ($10,000,000).

19. On or before the Effective Date of this Third Amendment the parties to the three lawsuits referenced in Section 16.1.6 have executed a global settlement agreement. In accordance with such global settlement agreement, all litigation and pending appeals referenced in 16.1.6 have been dismissed by the Courts.

20. Section 16.1.7 of the Agreement is hereby is amended and restated in its entirety as follows:

"16.1.7 At Closing, and if neither Party has terminated the Agreement prior to Closing pursuant to any term in this Agreement, Metro will have the ability to provide the Metro Contribution in the manner required by and subject to the conditions of this Agreement."

21. Section 17 of the Agreement is hereby amended as follows:

(a) Section 17.1.1.1 is amended and restated in its entirety as follows: "Developer shall have prepared Drawings to at least the level of detail and specificity of 30% Construction Documents, as is required by the Initial Hotel Sale Agreement."

(b) Section 17.1.2.5 is amended and restated in its entirety as follows:

"17.1.2.5 Neither Developer, nor any affiliate shall be in material default under this Agreement or the Initial Hotel Sale Agreement with Hyatt, and all warranties and representations of Developer in this Agreement shall remain accurate, unchanged and in effect, as if made on the date of Closing."

(c) Section 17.1.2.6 is hereby deleted in its entirety.

(d) Section 17.1.2.7 is amended and restated in its entirety as follows:

"17.1.2.7. Metro, Developer, and Hyatt (or its affiliate) shall have executed and delivered the Room Block Agreement substantially in the form attached to the Third Amendment."

(e) Section 17.2.1 is hereby deleted in its entirety.

22. Section 18.1 of the Agreement is amended to extend the Closing Date to not later than March 31, 2017.

23. Section 22.3 of the Agreement is hereby amended and restated in its entirety as follows:

"22.3 Termination Prior to Closing

22.3.1 No Liability; Limitation of Remedy. Except as otherwise provided below in subsections 22.3.1 and 22.3.2, in the event this Agreement is terminated prior to the Closing, pursuant to any provision of this Agreement authorizing a Party to terminate prior to Closing (except for a termination on account of a breach), then Metro and Developer shall owe no further obligations to each other under the terms of this Agreement, and Metro and Developer shall have no liability to each other under the terms of this Agreement, except for claims already asserted in writing in this Agreement, which claims shall survive such a termination. In the event this Agreement is terminated prior to Closing on account of a breach or default by Metro, the parties hereby agree that the maximum amount of damages owed by Metro to Developer or Hyatt equal $3,400,000. In no event shall the total damages owed by Metro collectively to Developer or Hyatt exceed $3,400.000. Any amounts paid pursuant to Section 22.3.2 and/or 22.3.3 shall be credited towards the $3,400,000 referenced in this section.

22.3.2 Developer's Early Termination Right. As of the Effective Date of this Third Amendment, due to the evolving bond market the projected net proceeds from the sale of the Metro Revenue Bonds may be less than the $60,000,000 previously anticipated by the Parties. If by _____, 2016, or by the time Developer has notified Metro that it has completed the Design Review package (as ready for submittal to the City of Portland Bureau of Design Services), whichever is later (hereinafter, the "Commitment Deadline"), Metro has not provided reasonable proof to Developer of its ability to augment the bonds as necessary to provide $60,000,000 of net proceeds, Developer shall have a 14-day right to terminate this Agreement. Such 14-day termination right shall commence 3 days following the Commitment Deadline. If Developer exercises its termination right within the 14-day window, Metro shall reimburse Developer for 66% of all Predevelopment Costs Developer has incurred as of the Commitment Deadline, in a reimbursement amount not to exceed $3.4 million. If Developer fails to exercise its termination right within the 14-day window, then Developer shall be deemed to have waived the early termination and reimbursement rights provided for in this Section 22.3.2. Any Predevelopment Costs incurred by Developer will

only be reimbursable under this subsection to the extent they were incurred consistent with the Predevelopment Cost Schedule.

22.3.3 Metro's Limited Reimbursement Obligation. If at any point prior to Closing Metro determines that it is unable to deliver the Metro Contribution of $74,000,000, Metro may terminate this Agreement upon giving Developer fifteen (15) days' written notice. If at the time of such termination Developer has satisfied all its conditions precedent then due and expects to be able to fully perform all its obligations under this Agreement if not for the termination, Metro shall reimburse Developer for 66% of all Predevelopment Costs incurred as of the date Developer receives Metro's notice of termination, in a reimbursement amount not to exceed $3.4 million. Any Predevelopment Costs incurred by Developer or Hyatt will only be reimbursable to Developer to the extent they were incurred consistent with the Predevelopment Cost Schedule. The maximum amount of reimbursement that may be owed by Metro to Developer pursuant to Section 22.3.2 and Section 22.3.3 shall in no event exceed $3,400,000.

22.3.4 Developer and Hyatt. Developer agrees that upon receipt of any amount by Metro pursuant to Section 22.3.1, 22.3.2, or 22.3.3, Developer shall promptly distribute to Hyatt one-half of such reimbursement amount."

24. The parties agree that the obligations of Hyatt and its affiliates under the Room Block Agreement and the Restrictive Covenant shall terminate if the Agreement or the Hotel Purchase Agreement is terminated.

25. The Agreement is modified only in the specific respects set forth in this Amendment. Except as expressly modified, the Agreement remains unmodified and in full force and effect. This Amendment may be executed in counterparts. Delivery of this executed Amendment by facsimile or pdf shall be sufficient to form a binding agreement.

[*signature page follows*]

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SIGNATURE PAGE TO

THIRD AMENDMENT TO
DEVELOPMENT AND FINANCING AGREEMENT

IN WITNESS WHEREOF, Developer and Metro have executed this Amendment which shall become effective on and as of the Effective Date.

METRO	MORTENSON DEVELOPMENT, INC.
By:_____	By:_____
Name:_____	Name:_____
Its:_____	Its:_____
Date:_____	Date:_____

Hyatt joins in this Third Amendment for the limited purpose of agreeing to the rights and obligations of "Hyatt" as set forth in Sections 2.1, 2.5, 2.18, 2.19, 17.2, 22.3.4, and 23 of the Agreement, as amended by this Third Amendment, and subject to all applicable conditions to and limitations on such obligations. Subject to the foregoing, Hyatt shall not have any other rights or obligations under the Agreement or this Third Amendment.

HYATT HOTELS CORPORATION

By:_____

Name:_____

Its:_____

Date:_____

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Resolution 15-4624

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ROOM BLOCK AGREEMENT

by and between

METRO,

_____,

and

Hyatt Corporation

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NOTE: This instrument is the subject of a memorandum to be recorded against title to the Hotel Site.

ROOM BLOCK AGREEMENT

THIS ROOM BLOCK AGREEMENT ("Agreement") made and entered into as of the ____ day of _____, 201__ (the "Effective Date") by and among **METRO** ("Metro"), an Oregon municipal corporation, _____, a _____ limited liability company ("Owner"), and Hyatt Corporation, a Delaware corporation ("Initial Hotel Operator") (solely for purposes of the rights and obligations of Initial Hotel Operator under Section 9.13), recites and provides as follows.

RECITALS

Metro has a material interest in maximizing the performance of, and the quality of convention business attracted to, the Oregon Convention Center and encouraging convention and tourism business in the Portland metropolitan region and the State of Oregon.

In furtherance of those goals, and to facilitate the development of a full service convention center hotel connected to the Convention Center, Metro has entered into a Development and Funding Agreement with Owner or its affiliate, under which the parties have agreed, among other things, to enter into a room block agreement pursuant to which specific percentages of the Hotel's guest rooms will be reserved for specific periods of time for attendees, participants and planners of high-impact events at the Convention Center. Metro and Owner intend that this Agreement satisfy such room block agreement requirement.

Owner and an affiliate of Initial Hotel Operator have entered into the Purchase Agreement (as defined below) and is executing and delivering this Agreement in anticipation of the closing under the Purchase Agreement (as defined below).

AGREEMENT

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged and confessed by the parties hereto, Metro, Owner, and Initial Hotel Operator hereby covenant and agree with each other as follows:

ARTICLE I
DEFINED TERMS

In this Agreement, these terms shall have the following meanings:

"Available Guest Rooms" means, as of any date in question, all of the Hotel's existing guest rooms (including suites), excluding any guest rooms that are reasonably projected to be unavailable on the dates in question due to renovations, repairs (including, without limitation, repairs due to events of casualty that have occurred), scheduled maintenance, or Force Majeure. For the avoidance of doubt, Available Guest Rooms does not include meeting space; provided that Operator shall make reasonable efforts to provide meeting space to meet the needs of the Potential Convention Center Customer, subject to space availability.

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"Business Day" means a day other than a Saturday, a Sunday or a day on which national banks in Portland, Oregon are closed for business. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is not a Business Day, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first Business Day following such non-Business Day. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not Business Days.

"City" means the City of Portland, Oregon.

"City-Wide Event" means a convention, trade show or other event during which a Potential Convention Center Customer in connection with such event, requests 600 or more guest rooms made available in hotels (including the Hotel) in Multnomah County, Oregon (including the City of Portland), in the aggregate, for one or more days while some or all of the event is held at the Convention Center (and, potentially, the day preceding the commencement of such event and the day following the conclusion of such event).

"Convention Center" means the Oregon Convention Center located at 777 NE Martin Luther King Boulevard, Portland Oregon, 97232.

"Development and Funding Agreement" means that certain Development and Funding Agreement between Owner and Metro dated July 3, 2014, as amended by amendments dated January 5, 2015, September 29, 2015, and _____, 2016.

"Event Block Projected Rate" has the meaning provided in Section 4.01(a).

"Event Night" means any night during a City-Wide Event (including the day preceding the commencement of and the day following the conclusion of such event, as contemplated in the definition thereof) for which (i) Metro has exercised its rights under Section 3.01(a) by giving a Room Block Request Notice to the Operator and (ii) in response to such Room Block Request Notice, 200 or more rooms have been booked, blocked or reserved by the Operator either (i) pursuant to a contract with the Potential Convention Center Customer or (ii) pursuant to Initial Offers or Amended Offers that have been accepted or are still outstanding. If such contracts are terminated or any of such offers are subsequently terminated or rejected, then any of the blocked rooms that were subject thereto shall no longer be considered blocked for purposes of this definition. If rooms are blocked under this Agreement for multiple City-Wide Events on the same night, that night (subject to the limitations set forth in Section 0) will be considered to be a single Event Night for purposes of calculating the Maximum Event Night Ceiling; but in no event shall any night during a City-Wide Event be considered an Event Night for purposes of the Maximum Event Night Ceiling if Metro has not given a Room Block Request Notice for that night in accordance with Section 3.01.

"Event Room Block" means a block of Available Guest Rooms (including select suites) at the Hotel offered to or reserved for the attendees of a City-Wide Event in response to a Room Block Request Notice.

"Force Majeure" means and includes causes without fault and beyond the control of a party, whether or not foreseeable, including, without limitation, fire, explosion, accident, flood,

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windstorm, earthquake, or other disaster or calamity, disruption of utility service; restrictive new governmental laws or regulations; acts of war (whether declared or undeclared), invasion, blockade, or sabotage; terrorism or threat thereof; riot, civil disturbance, insurrection or acts of public enemies; and strike, lockout or other labor action and inability to procure materials; provided that neither a material disruption of or material adverse change in financial, banking or capital market conditions or a material adverse change in the business, financial condition, operations, assets, liabilities or prospects of either party (not affecting its industry generally or arising from the conditions described above) shall excuse any failure or delay in performance under this Agreement.

"Hotel" means the hotel to be constructed by Owner on the Hotel Site pursuant to the Development and Funding Agreement, including any expansion thereof, together with all supporting hotel facilities and amenities.

"Hotel Site" means the tract or parcel of real property described on Exhibit A attached hereto and made part hereof.

"Management Agreement" means the hotel operating or management agreement between Owner and the Operator that exists from time to time, as it may be extended, supplemented, amended or replaced from time to time.

"Maximum Event Night Ceiling" means the maximum number of Event Nights in any calendar month during which Owner or Operator shall be obligated to provide Event Room Blocks pursuant to this Agreement. The Maximum Event Night Ceiling is fifteen (15) Event Nights per calendar month.

"Maximum Event Room Block" means (a) for a City Wide Event scheduled to occur thirty-six (36) calendar months or more from the Initial Offer, 83.4% of all of the Hotel's Available Guest Rooms, (b) for a City Wide Event scheduled to occur between twenty-four (24) and the end of the thirty-fifth (35) calendar months from the Initial Offer, 50% of all of the Hotel's Available Guest Rooms, and (c) for any other City Wide Event, 0% of all the Hotel's Available Guest Rooms.

"Midweek" means Sunday through Thursday, inclusive.

"Notice" or "notice" means each and every communication, request, reply, or advice required or permitted to be given, made or accepted by any party to this Agreement to any other party to this Agreement, each of which shall be given in writing, and deemed received by the intended recipient, in accordance with Section 9.05.

"Opening" means the opening of the Hotel to the public for business.

"Operator" means the entity responsible for overseeing the day to day management of the Hotel.

"Owner" means the entity defined as "Owner" in this Agreement's preamble and each subsequent owner of all or any part of the Hotel Site.

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"Potential Convention Center Customer" means a person, entity, group or association (or any combination thereof) that is planning a City-Wide Event.

"Purchase Agreement" means that certain Hotel Purchase Agreement between Mortenson Development, Inc. and _____ dated as of _____, 2016

"Operator's Initial Projected Event Block Schedule" shall have the meaning set forth in Section 4.01(b).

"Operator's Subsequent Projected Event Block Schedule" shall have the meaning set forth in Section 4.01(c).

"Pre-Opening Period" means the period commencing on the date hereof and ending on the date of opening of the Hotel to the general public.

"Revised Rate Quote" shall have the meaning set forth in Section 3.01(d).

"Weekend" means Friday and Saturday.

ARTICLE II
TERM OF THIS AGREEMENT

2.01 Commencement of the Term. The term of this Agreement (the "Term") shall commence on the Effective Date.

2.02 Expiration of Term. The Term shall continue until the earlier to occur of:

(a) the date upon which the Convention Center is no longer designated by Metro as the region's principal convention center;

(b) the date upon which the Convention Center is no longer operated and maintained consistent in all material respects with the Convention Center Standard of Operation (as defined in Section 6.01); provided, that, no expiration of the Term pursuant to this Section 2.02(b) shall be deemed to have occurred unless and until (1) Owner has provided to Metro written notice (the "CC Standard of Operation Failure Notice") of any alleged failure by Metro to operate and maintain the Convention Center in a manner consistent in all material respects with the Convention Center Standard of Operation ("Convention Center Operating Default"), which notice (to be effective as such) must state with reasonable specificity the reasons why Owner believes that the Convention Center is no longer being operated or maintained in accordance with the Convention Center Standard of Operation (*e.g.*, if Owner believes the Convention Center is not being maintained in accordance the Convention Center Standard of Operation, Owner's notice shall describe the deficiencies in maintenance with reasonable specificity), and (2) Metro has failed to remedy such Convention Center Operating Default within one hundred eighty (180) days (the "Initial Cure Period") (such initial 180-day cure period to be extended for delays resulting from Force Majeure and, if the nature of the failure is such that the same cannot reasonably be expected to be cured within said 180-day period, such 180-day period shall be extended such period of time as is reasonably necessary to

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effect such cure so long as Metro commences the cure promptly and uses commercially reasonable, diligent efforts to complete such cure as soon as reasonably practicable).

(i) Notwithstanding the foregoing, if the Convention Center Operating Default is one that can only be cured by the expenditure of material capital resources and Metro does not have sufficient capital reserves allocated for such capital work, such Initial Cure Period shall be extended for an additional one hundred eighty (180) days (the "Cure Extension Period"), provided that, at the expiration of the Initial Cure Period: (1) Metro has developed a capital plan and project timeline (the "Capital Plan") for cure of the Convention Center Operating Default, (2) Metro shall have met and conferred with Owner and Operator and take Owner and Operator's comments and opinions into consideration in good faith in an effort to ensure that the Capital Plan is sufficient to cure the Convention Center Operating Default; provided that the final decisions with respect to the Capital Plan shall rest with Metro; and (3) Metro is making good faith, commercially reasonable best efforts to obtain the funding required to carry out such Capital Plan. If Metro meets the requirements set forth above in (1), (2) and (3) above, the Cure Extension Period shall continue to be extended for the time necessary to complete the work in the timeline set forth in the Capital Plan, provided that (x) the funding required to complete such work is in place and the work has commenced no later than three hundred sixty (360) days following receipt by Metro of the CC Standard of Operation Failure Notice and (y) such work is completed no later than 36 months following receipt by Metro of the CC Standard of Operation Failure Notice.

(ii) To the extent Owner determines that Metro's Capital Plan will not cure the Convention Center Operational Default, Owner shall provide Metro with written notice of such determination within sixty (60) days following receipt of the Capital Plan at the expiration of the Initial Cure Period. Any such dispute over the Capital Plan shall be resolved in accordance with the procedures described in Exhibit B.

(iii) Notwithstanding the foregoing, Metro shall have the right to contest Owner's determination that the Convention Center is not being operated or maintained in accordance with the Convention Center Standard of Operation by giving Owner notice of such contest within sixty (60) days following receipt of the CC Standard of Operation Failure Notice, in which event such dispute shall be resolved in accordance with the procedures described in Exhibit B. If Metro elects to contest Owner's determination, then the commencement of the Cure Period shall be delayed until the date of determination by arbitration that the Convention Center was not being operated and maintained consistent in all material respects with the Convention Center Standard of Operation.

(d) the thirty (30) year anniversary of the date of this Agreement should, after such date, Owner elect to no longer operate the improvements on the Hotel Site as a hotel.

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2.03 No Restriction. Nothing in this Agreement limits or prohibits Metro from entering into room block agreements with other hotels to support and service the needs of the Oregon Convention Center. Any such additional or future agreement(s) entered into by Metro shall not effect this Agreement nor shall such agreements be deemed subordinate to this Agreement in any respect.

ARTICLE III
ROOM BLOCK COMMITMENT; RELEASE OF BLOCK

3.01 Room Block. In accordance with (and subject to the limitations applicable to Maximum Event Room Block requests) this Agreement, during the Term Metro may from time to time require the Operator to offer an Event Room Block to Potential Convention Center Customers in connection with a City-Wide Event. Notwithstanding anything herein to the contrary, Metro shall not have the right to require the Operator to offer an Event Room Block to Potential Convention Center Customers if (a) the number of Event Nights requested in the Room Block Request Notice for such Event Room Block would cause the Maximum Event Night Ceiling to be exceeded, or (b) the total number of rooms requested to be blocked in such Room Block Request Notice on any Event Night exceeds the number of rooms Operator is required to offer to block for all requests outstanding pursuant to Section 3.01(b). Subject to the limitations set forth in the preceding sentence and elsewhere in this ARTICLE III, the right to require that the Operator so offer the Event Room Block will be exercised in accordance with the following procedures:

(a) A management, sales or booking representative of Metro ("Sales Representative") will notify the Operator that a Potential Convention Center Customer is seeking offers from local hotels to accommodate, among other needs, the guest room needs of the Potential Convention Center Customer for a City-Wide Event (the "Room Block Request Notice"). The Room Block Request Notice will (i) identify the Potential Convention Center Hotel Customer, (ii) set forth a documented history of the group's room block events for the most recent three year period including a comparison of the number of rooms blocked and the actual number of rooms actually used, provided such information is readily available to Metro, (iii) list the specific dates for which the Potential Convention Center Customer will require blocks of guest rooms (including those dates commonly known as "move in" and "move out" dates), and (iv) specify the number of guest rooms in the Hotel the Potential Convention Center Customer is seeking to block on each of the specific dates. Notwithstanding the provisions of Section 9.05 or the definition of "Notice" set forth above, the Room Block Request Notice will be communicated to the Operator in the same manner as such notifications are customarily communicated by the Sales Representative to other hotels in the City.

(b) Unless such deadline is extended in writing by the Sales Representative, within five (5) Business Days after Operator's receipt of a Room Block Request Notice for a City-Wide Event, Operator will deliver to the Potential Convention Center Customer, with a copy sent to the Sales Representative, an initial written offer in response to the Room Block Request Notice (the "Initial Offer"). In the Initial Offer, the Operator will (i) offer to the Potential Convention Center Customer to block, on each specific date that the Potential Convention Center Customer requires a block of guest rooms as specified in the Room Block Request Notice, the lesser of (A) the actual number of the guest rooms in the Room Block Request

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Notice for each specific date, or (B) the applicable Maximum Event Room Block for such date after deducting from the applicable Maximum Event Room Block the following:

(1) any previously offered Event Room Blocks under this Agreement for other City-Wide Events covering such dates, which offers have either been accepted or are still outstanding,

(2) any guest rooms released by Metro pursuant to Section 3.01(i), and

(3) in the case where the Maximum Event Night Ceiling for such month to which such block relates had previously been reached but, due to subsequent cancelations of bookings there remain, as of the date of request for the Initial Offer, available Event Nights for such month, then less the number of rooms booked, blocked or reserved by Operator (i.e., rooms that were booked or reserved, or were offered by Operator to be booked, blocked or reserved under offers that have either been accepted or are still outstanding) following the date such Maximum Event Night Ceiling had been reached and prior to such cancelations,

and (ii) quote a specific room rate for a standard single and double room and suites (the "Rate Quote"). The amount of the Rate Quote in the Initial Offer will be at the sole, but good faith, discretion of the Operator.

(c) The Rate Quote included by Operator in the Initial Offer shall be determined in Operator's sole, but good faith, discretion, and in determining such rate, Operator shall be entitled to take into account, among other considerations, the level of food and beverage services that the Operator anticipates the Potential Convention Center Customer will purchase in the Hotel. In making the Rate Quote, the Operator also will take into account seasonality (i.e., using group event guest room rates received in a calendar month as the basis for quotes for the same month in subsequent calendar years), Midweek versus Weekend rates, and special events that occur regularly during the applicable period). In addition, rates for groups whose stay consists of both Midweek and Weekend days shall be determined in accordance with Operator's booking policies described in Section 3.01(f).

(d) After reviewing the Initial Offer, the Sales Representative may consult with the Operator regarding the Rate Quote contained in the Initial Offer. If prior to acceptance of the Initial Offer (or any amendment thereto voluntarily offered by the Operator to the Potential Convention Center Customer), Metro reasonably and in good faith believes that it might be in Metro's best interest to compel the Owner to offer the Potential Convention Center Customer an alternative rate structure, Metro may, after good faith consultation with the Operator and within thirty (30) days following receipt of the Initial Offer, elect to require (which election shall be communicated by Notice from Metro to the Operator) the Operator to offer to the Potential Convention Center Customer a rate lower than the rate in the Initial Offer, but in no event lower than Event Block Projected Rate (such written election being the "Block Notice"). Upon receipt of the Block Notice, Operator shall, within two (2) Business Days thereafter, amend the Initial Offer by substituting the Revised Rate Quote (the "Amended Offer").

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(e) The Initial Offer or the Amended Offer (if applicable) shall remain open for acceptance by the Potential Convention Customer until the sixtieth (60th) day following the date of the Initial Offer or Amended Offer. The date of expiration of the Initial Offer or Amended Offer, as the case may be, is herein referred to as the "Offer Expiration Date".

(f) If either the Initial Offer or the Amended Offer is accepted by the Potential Convention Center Customer prior to the Offer Expiration Date, Operator shall negotiate in good faith a binding contract with the Potential Convention Center Customer applying Operator's customary booking policies to the Event Room Block (the "Room Block Contract"), including policies relating to contracts, advance deposits and cancellation, provided that these policies shall adhere to the general customs employed by the Operator and as is customary in the industry. If a Potential Convention Center Customer has not for any reason (other than Operator's breach of its obligations set forth in the preceding sentence) signed a contract with the Operator with respect to such Initial Offer or Amended Offer, as the case may be, on or before the Offer Expiration Date, then such offer will expire, whereupon the Owner shall have no further obligation to Metro or the Potential Convention Center Customer in regard to such City-Wide Event under the Initial Offer or the Amended Offer, as the case may be. However, if such offer expires at a time when there are more than twenty-four (24) months prior to the first Event Night of the Potential Convention Center Customer's City-Wide Event, nothing in this Agreement shall prohibit Metro from issuing a new Room Block Request Notice for such City-Wide Event in accordance with, and subject to the provisions of, this Section 3.01.

(g) If a Potential Convention Center Customer signs a Room Block Contract with the Operator but later provides notice to the Operator that it is terminating such contract, the Operator, after Notice to Metro, will have no further obligation to Metro in regard to the Event Nights covered by the Room Block Request Notice (which shall be deemed released from the obligations hereunder), but only if such termination notice is given by the Potential Convention Center Customer on a date less than twenty four (24) months before the first Event Night. If such notice of termination is given on a date more than twenty four (24) months before the first Event Night, then, unless rooms are blocked under this Agreement for such Event Nights for another City-Wide Event, the Event Nights covered by the Room Block Request Notice for such City-Wide Event will not be included in calculating the Maximum Event Night Ceiling, and Metro may again deliver a Room Block Request Notice in accordance with, and subject to the limitations set forth in, this Section 3.01; provided, however, Operator will have no obligation to cancel any bookings to accommodate such subsequent request (for example, as provided in Section 3.01(j), once the Maximum Event Night Ceiling has been reached the Operator is free to book rooms hereunder for such month and Operator shall not be obligated to cancel any rooms reservations for such month to accommodate a replacement block). Metro recognizes that the Owner or Operator may be entitled to collect cancellation fees from such Potential Convention Center Customer and Metro hereby consents thereto and agrees that Metro shall have no right or claim to all or any portion of such fees. Similarly, the Owner recognizes that Metro may be entitled to collect cancellation fees from such Potential Convention Center Customer pursuant to the contract between Metro and the Potential Convention Center Customer and the Owner hereby consents thereto and agrees that Owner shall have no right or claim to all or any portion of such fees.

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(h) If a Potential Convention Center Customer signs a Room Block Contract with the Operator, then Operator will reserve rooms included in an Event Room Block for such customer for purchase by the persons attending the applicable event until the date required under the Room Block Contract executed with such Potential Convention Center Customer, after which time any unbooked rooms shall be released from such Event Room Block and may be rented for the dates covered by such Event Room Block at any rate to any person Operator selects without restrictions imposed by this Agreement. Any such Room Block Contract executed with a Potential Convention Center Customer must contain reasonable, market room-release terms. If within sixty (60) days prior to the applicable event, the number of rooms actually booked is less than the number of rooms blocked, then Operator may request Metro to release some or all unbooked rooms and Metro agrees not to unreasonably withhold such consent.

(i) If Operator has a potential booking that would not be permitted under the terms of this Agreement because it conflicts with Owner's requirements to provide Available Guest Rooms to a Maximum Event Room Block pursuant to Section 3.01 of this Agreement, Operator may by notice to Metro (with a copy to Owner) request that it be entitled to make such booking. Operator's notice shall be sent to the address of Metro under Section 9.05. Operator's notice shall specify the dates as to which such request applies and the number of event night rooms to which such request applies. Metro shall make best efforts to promptly acknowledge receipt of the request. If Metro does not provide its acknowledgement of receipt within forty-eight (48) hours of delivery of the request by Operator, Operator shall send another notice (the "Second Notification") and attempt to reach the appropriate designee by telephone to notify Metro of Operator's request. Owner shall make best efforts to promptly acknowledge receipt of the Second Notification. Upon Operator's receipt of the Acknowledgement from Metro, Metro shall have five (5) Business Days in which to respond to Operator's request by notice to the Operator; provided that a failure to respond within such five (5) Business Day period shall be deemed an approval of such request. Notwithstanding the forgoing, for the avoidance of doubt Metro shall be entitled to deny Operator's request in its sole but good faith discretion.

(j) Once the Maximum Event Night Ceiling is reached for a month, the Operator shall have the right to freely book the available rooms at the Hotel for that month, regardless of when the booking is made.

(k) Notwithstanding anything else contained in this Agreement to the contrary, if a Potential Convention Center Customer has (i) a documented history of causing material property damage or unusually heavy wear and tear in connection with group events or (ii) poor credit or a questionable payment history, then Operator shall have the right, at its option, to include in its Initial Offer to such Potential Convention Center Customer security, damage or other deposit requirements that, in Hotel Owner's judgment exercised in good faith, would compensate Operator and Owner for the damage, wear and tear or failure to pay (and, notwithstanding anything in Section 3.01(c) to the contrary, but subject to resolution of any dispute described below, Metro shall not have the right to require Operator to deliver an Amended Offer to such Potential Convention Center Customer that does not include such security, damage or other deposit requirements).

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ARTICLE IV
ROOM BLOCK PRICING

4.01 Event Block Projected Rate; Owner's Projected Event Block Rate Schedule.

(a) The "Event Block Projected Rate" shall be an amount equal to (i) 110% of the average group rate for the period commencing after the date hereof and ending on the date which is 36 months prior to the applicable event date, as reflected in the Operator's Initial Projected Event Block Rate Schedule or Operator's Subsequent Projected Event Block Rate Schedule (each as defined below) or (ii) 115% of the average group rate for the period commencing on the date which is 36 months prior to the applicable event date and ending on the date which is 24 months prior to such date, as reflected in the Operator's Initial Projected Event Block Rate Schedule or Operator's Subsequent Projected Event Block Rate Schedule.

(b) No later than sixty (60) days after the Closing Date (as defined in the Development and Financing Agreement), Owner shall cause Operator to provide to Metro a schedule of the projected Event Block Projected Rate for the first five (5) calendar years after the Opening (the "Operator's Initial Projected Event Block Rate Schedule"). The rates for each year included in Operator's Initial Projected Event Block Rate Schedule represent Operator's good faith forecast of the rates that will be included in the pro forma budget for the operation of the Hotel for such year and are the projections and forecasts being used by Operator in making its decisions, and planning for, bookings in the operation of the Hotel and the conduct of Operator's business generally.

(c) By no later than December 1 prior to each year commencing after the date hereof, Owner shall cause Operator to provide Metro a schedule of the projected Event Block Projected Rate for the ensuing five (5) calendar year period (each such schedule, an "Operator's Subsequent Projected Event Block Rate Schedule"). In addition, Operator shall have the right to amend the Operator's Subsequent Projected Event Block Rate Schedule on a quarterly basis by providing Metro an updated Projected Event Block Rate Schedule no later than five (5) business days prior to the close of each fiscal quarter (March 31, June 30, September 30, December 31). The rates (x) for the first twelve (12) months covered by the Operator's Subsequent Projected Event Block Rate Schedule shall be those set forth in the pro forma operating budget for the Hotel for such 12-month period that has been approved by Operator, and (y) for each other year covered thereby shall represent Operator's then-current good faith forecast of the rates that Operator project will be included in the actual pro forma budget adopted for the operation of the Hotel for such year and are the forecasts and projections being used by Operator in making its decisions concerning, and planning for, bookings in the operation of the Hotel and the conduct of Operator's business generally.

(d) Each of the Operator's Subsequent Projected Rate Schedule shall, when delivered to Metro, be accompanied by (i) copies of the previous year's actual monthly occupancy and average daily rates, (ii) reasonable evidence that the schedule has been approved by both Owner and Operator, and (iii) a certification from Owner to Metro indicating that the Event Block Projected Rate for each year set forth therein represents (x) for the first twelve (12) months covered thereby those set forth in the Owner's pro forma operating budget for such 12-month period that has been approved by Owner and Operator, and (y) for each other year covered

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thereby, Owner's and Operator's good faith forecast of the rates that Owner and Operator project will be included in the actual pro forma budget adopted for the operation of the Hotel for such year and are the forecasts and projections actually being used by Owner in making its decisions, and planning for, bookings in the operation of the Hotel and the conduct of Owner's business generally.

(e) Subject to the provisions set forth in this subsection (e) and in subsection (f) below, the rates reflected in the Operator's Initial Projected Event Block Rate Schedule and each of the Operator's Subsequent Projected Event Block Rate Schedules shall be the "Event Block Projected Rate" for each of the five (5) years covered by, as applicable, the Operator's Initial Projected Event Block Rate Schedule or the then current Operator's Subsequent Projected Event Block Rate Schedule. The parties recognize that, subject to subsection (c) above, the Event Block Projected Rate may change each year, it being understood that each Operator's Subsequent Projected Event Block Rate Schedule and the Event Block Projected Rate reflected therein shall supersede all previously issued Operator's Subsequent Projected Event Block Rate Schedules even though the same relate to the same years[1].

(f) Within five (5) business days of its submission to Metro, Owner and Metro shall meet to review and discuss the Operator's Subsequent Projected Event Block Rate Schedule (the "Annual Rate Pricing Meeting"). If, following the Annual Rate Pricing Meeting, Metro objects to the reasonableness of the rates set forth in the Operator's Subsequent Projected Event Block Rate Schedule, Metro shall provide Owner and Operator with Notice of such objection within three (3) business days following the Annual Rate Pricing Meeting. Such Notice shall include the reasoning behind Metro's objection, as well as supporting documentation. Operator shall take such objection into consideration in good faith and, to the extent Operator agrees with Metro, shall make Metro's recommended changes; provided that the final decision with respect to the information set forth in the Operator's Subsequent Projected Event Block Rate Schedule shall be made by Operator in its sole discretion.

4.02 Confidentiality.

(a) Subject to its obligations under the Oregon Public Records Law (the "Public Records Law") in force in the State of Oregon, as may be amended from time to time, Metro will not disclose any Initial Offer or Amended Offer, any information provided by Operator under Section 3.01(k) or any information obtained pursuant to Section 4.01 to any person or entity other than (i) its employees, accountants, counsel and other consultants who have a need to know such information, (ii) Owner and its officers, directors, employees, accountants, counsel and other consultants, (iii) Owner's existing and proposed lenders, (iv) Operator and

[1] The following is an example of the "rolling" nature of the determination of the Event Block Rate: assume that the Operator issues, on December 1, 2020, an Operator's Subsequent Projected Event Block Rate Schedule. That schedule will cover the period commencing January 1, 2021 and ending December 31, 2025 [the "2021 Schedule"]. Then assume that on December 1, 2021, Owner issues an Operator's Subsequent Projected Event Block Rate Schedule. That schedule will cover the period commencing January 1, 2022 and ending on December 31, 2026 [the "2022 Schedule"]. The 2022 Schedule will, as to any Block Notice issued on or after January 1, 2022, supersede the 2021 Schedule and all prior schedules covering the years 2022, 2023, 2024 and 2025 and shall govern the determination of the Event Block Rate with respect to such Block Notice).

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its officers, directors, employees, accountants, counsel and other consultants, or (v) in connection with any legal proceeding (or alternative dispute resolution procedure) between Metro and Owner and/or Operator, provided that Metro shall use reasonable efforts to obtain confidential treatment of same. Neither Owner nor Operator will disclose any information provided by Metro to Owner or Operator hereunder to any person or entity other than (1) their respective affiliates, and the employees, accountants, counsel and other consultants of Owner, Operator and their respective affiliates who have a need to know such information and their respective partners, members, shareholders, and other holders of direct or indirect beneficial interests in Owner or Operator, (2) the Owner's existing and proposed lenders and investors and any proposed replacement Operator, (3) prospective purchasers of the Hotel or (4) in connection with any legal proceeding (or alternative dispute resolution procedure) between Metro and Owner and/or Operator, provided that Owner and Operator shall use reasonable efforts to obtain confidential treatment of same.

(b) Metro shall provide timely written notice to Owner and Operator of any request received by Metro pursuant to the Public Records Law requesting information held by Metro to which Owner or Operator may assert "confidential information" or "trade secret" status under the Public Records Law, all for the purpose of providing Owner and Operator an opportunity to seek to protect such information from disclosure. Metro makes no representation as to how the Multnomah County District Attorney will rule on any open records request, but subject to Owner or Operator timely filing a request with the Multnomah County District Attorney seeking non-disclosure of the requested information, Metro agrees to withhold disclosure of information covered by this Section until required to release it by the Multnomah County District Attorney or a court of competent jurisdiction, and to cooperate with Owner and Operator in asserting its exemption claims under the Public Records Law.

ARTICLE V
STANDARDS OF HOTEL OPERATION

5.01 Standards. Subject to Section 5.02, at all times during the term of this Agreement, Owner shall, to the extent the Hotel is being operated, cause the Operator to operate and manage the Hotel in accordance with the Management Agreement. Subject to Section 5.02, at all times, Owner shall operate, or cause an Operator to operate, the Hotel in a manner generally consistent with the general physical and service standards applicable to other upper, upscale full service hotels, as such designation is determined and published by Smith Travel Research, or, if Smith Travel Research is no longer available to provide, or ceases to provide, such designation, another classification source recognized in the hospitality industry acceptable to Metro and Owner (the "Hotel Standard of Operation").

5.02 Excused Performance. Owner and Operator shall not be obligated to perform the obligations under Section 5.01 at any time when any of the following occur or exist: (i) an event of Force Majeure arises; (ii) a casualty to or a taking of any of the Hotel; (iii) the making of repairs or for remodeling or renovation work; or (iv) when to do so would violate any legal requirement, criminal or civil, or subject Owner or Operator or their respective employees to a fine or penalty, whether criminal or civil in nature.

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ARTICLE VI
STANDARDS OF CENTER OPERATION

6.01 Standards. During the Term, Metro shall operate and maintain the Convention Center to at least the standard of quality consistent with the principal convention centers located in the following markets: Denver, Vancouver, Austin and Seattle (the standard herein referred to as the "Convention Center Standard of Operation," and the list of convention centers to be included as a reference point in the Convention Center Standard of Operation to be referred to collectively as the "Convention Center Competitive Set").

(a) If any convention center within the Convention Center Competitive Set shall cease to operate, or shall be deemed to no longer meet the standards appropriate for a convention center operated in a market comparable to Portland, then either Party may propose a replacement, and if agreed upon by the Parties, the Convention Center Competitive Set shall be amended accordingly as of the next succeeding Fiscal Year. In all cases, the Parties agree that the Convention Center Competitive Set shall be comprised of convention centers which are substantially comparable in terms of product quality, facilities, and size to the Convention Center. If the Parties are unable to agree on any replacements to the Convention Center Competitive Set proposed by either Party, either Party may submit the matter to Expert resolution pursuant to Section 6.01(b) below, and pending such resolution, no change shall be made to the Convention Center Competitive Set.

(b) For the purposes of this Section 6.01, the term "Expert" shall mean an individual or internationally recognized consulting firm mutually acceptable to Metro, Owner and Operator, each acting reasonably in respect of granting or withholding their approval, and who shall have at least ten (10) years of international hospitality consulting experience with regional knowledge of the hospitality industry, particularly in convention center operations. Each Party agrees that it shall not appoint an individual or consulting firm as an Expert hereunder if the individual or consulting firm is, as of the date of appointment or within six (6) months prior to such date, employed by such Party, either directly or as a consultant, in connection with any other matter. The Expert shall be jointly appointed by the Parties. If the Parties cannot agree on the Expert within 30 days of demand by either party, then either party may request the American Arbitration Association to make the appointment. The Expert shall: (i) give Metro and Owner notice in writing of his or her appointment and invite Metro and Operator, on Owner's behalf, to submit to the Expert within thirty (30) days of his or her appointment (the "Submission Period") their respective proposals and representations; (ii) be instructed to resolve any dispute with strict reference to all applicable provisions of this Agreement and (iii) issue a written opinion with respect to his or her determination within eight (8) weeks after the end of the Submission Period or otherwise within such period as the Parties may agree, which determination shall be final and binding on Metro and Owner (unless the decision of the Expert shall be manifestly contrary to the express provisions of this Agreement, in which event either Party may submit the dispute to arbitration subject to and in accordance with the provisions of this Agreement). Each Party shall share equally the fees and costs of the Expert.

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(c) If for any reason the provisions of Section 6.01(b) for the determination of Convention Center Competitive Set by an Expert shall completely fail, the issue shall then be referred to arbitration in accordance with Exhibit B.

ARTICLE VII
NO LIABILITY FOR PROPOSED CONVENTION CENTER CUSTOMER; OWNER RESPONSIBILITY TO CAUSE OPERATOR TO PERFORM

7.01 No Liability to Metro. In no event shall Metro be in any way responsible or liable for the performance by any Potential Convention Center Customer of its obligations under its contract with the Owner or Operator or for any charges, liabilities or other sums owed by, or liabilities of, such Potential Convention Center Customer (or for those for whom it blocks rooms) to either Owner or Operator.

7.02 Owner and Operator Responsibility; Authority to Grant Consents and Make Decisions. Subject to Section 9.13, Owner shall cause Operator to perform all of the covenants and agreements of the Operator under this Agreement, and to cause the Operator to observe all of the covenants and agreements of Operator hereunder. As of the Effective Date, Owner has delegated the performance of the obligations and rights assigned to the Operator hereunder to the Initial Hotel Operator and, upon termination of this Agreement with respect to Initial Hotel Operator pursuant to Section 9.13 or any termination of any management agreement with an Operator, shall delegate any or all of such responsibilities hereunder to any subsequent Operator pursuant to a subsequent Management Agreement, but no such delegation shall release or relieve Owner from its obligation to perform, or cause to be performed, all of its covenants and agreements set forth herein.

7.03 No Private Right of Action. This Agreement shall be enforceable against Owner solely by Metro and shall create no private right of action in any third party.

All consents, decisions, waivers, and determinations to be made or given hereunder by Metro may be made and given by the CC Executive Director (or any person designated from time to time by the CC Executive Director to Owner and Operator) (and shall thereupon be binding on Metro) and no inference to the contrary shall be made because the defined term "Metro" is used in some places in this Agreement and the word "CC Executive Director" is used in others.

ARTICLE VIII
EVENTS OF DEFAULT

8.01 Default. A default under the terms of this Agreement shall occur if any party hereto shall default in the performance of any of the terms, conditions or covenants contained in this Agreement to be performed or observed by it, and such party does not remedy such default within thirty (30) days after Notice or, if the default is of such character as to require more than thirty (30) days to remedy, then if such party fails to commence to cure and correct the default within said thirty (30) day period and thereafter prosecute such corrective action diligently and without interruption and complete the cure thereof within ninety (90) days following the original Notice of such default (an "Event of Default"). Notwithstanding the foregoing, the failure of

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Owner or Operator to comply with the provisions of ARTICLE III hereof within the time frames set forth therein shall, if not cured within three (3) Business Days following written notice from Metro to Owner and Operator, constitute an Event of Default by Owner hereunder without the need of any additional Notice and without any further opportunity to cure such Event of Default. All Notices of default shall be provided to Owner and to Operator and shall also be given to Owner's mortgagee (provided such mortgagee has provided Notice to Metro of its name and address where Notices to it hereunder are to be sent).

8.02 Remedies. If an Event of Default shall have occurred because of a breach of any provision hereof by Metro, on the one hand, or Owner on the other hand then the non-defaulting party shall have the right, at any time after the occurrence of said Event of Default to (i) initiate and thereafter prosecute an action in equity for the specific performance of any covenants or obligations to be performed by the defaulting party hereunder (Metro shall also have the right to seek and obtain an order of specific performance against the Operator so as to compel Operator, in its capacity as such under the Management Agreement, to comply herewith), (ii) suspend performance of its obligations under this Agreement while such uncured Event of Default exists, or (iii) exercise such other rights as shall be available at law or in equity, subject to the provisions below. In no event, however, shall this Agreement be terminated due to an Event of Default (provided that the foregoing shall not limit the provisions of Section 2.01). In no event shall Owner or Operator be liable for punitive damages, exemplary damages, or consequential damages; notwithstanding the forgoing, the parties hereby agree that nothing in this section bars Metro from recovering Convention Center lost profits that result from Owner/Operator's breach. Any claim for damages against Owner or Operator shall be barred if not commenced within one (1) year of the event or condition giving rise to such damages.

Each party acknowledges and agrees that its covenants, obligations and agreements set forth in this Agreement are a material and fundamental inducement for the agreements of each party set forth in the Development and Funding Agreement, such that actual damages may not be an adequate remedy at law for the breach hereof by Metro or the Owner. Accordingly, any party shall be entitled to seek relief mandating action by Metro and/or the Owner hereunder in accordance with this Agreement. In addition, each party recognizes and agrees that monetary damages could not be calculated to compensate the other party for any breach by the defaulting party of the covenants and agreements contained in this Agreement. Each party may restrain and enjoin any breach or threatened breach of any covenant, duty or obligation of the other party contained in this Agreement without the necessity of (i) posting a bond or other security, (ii) any showing of irreparable harm, balance of harms, consideration of public interest or the inadequacy of monetary damages as a remedy, or (iii) that the administration of an order for injunctive relief would be impracticable. In the event of any breach or threatened breach of any covenant, duty or obligation contained in this Agreement, the party breaching (or threatening breach) stipulates and agrees that the balance of hardships which weigh in favor of injunctive relief and that non-breaching party may seek and obtain injunctive or other form of ancillary relief from a court of competent jurisdiction in order to maintain the status quo and enforce the terms of this Agreement on an interim basis pending the outcome of the dispute or controversy hereunder.

Owner agrees to include in each Management Agreement a provision similar to the foregoing whereby the Operator makes such agreements to Owner with respect hereto.

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8.03 Owner's Reservation of Rights. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall in no way limit Owner's or Operator's rights and remedies against a Potential Convention Center Customer resulting from such Potential Convention Center Customer's default under a contract with Owner or Operator.

ARTICLE IX
ADDITIONAL PROVISIONS

9.01 Course of Dealing. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist in each other carrying out said terms, provisions, and intent. In addition, the parties acknowledge and agree that the successful operation of the Convention Center and the Hotel will be greatly affected by the future cooperation between Metro and Owner. The parties agree to maintain a course of dealing with one another based on a high level of cooperation, integration, and harmony between the Convention Center and the Hotel. In that regard, the parties agree that representatives of the Hotel and Metro will offer to meet on a not-less-than monthly basis to share information with respect to the ongoing and future operations of the Convention Center and the Hotel in an effort to provide the level of cooperation that will lead to the success of both the Convention Center and the Hotel. Metro and Owner agree to deliver to each other on at least an annual basis their capital improvement plans for the Convention Center and Hotel, respectively, and allow the other party to review and comment on the same.

9.02 Exculpation. The liability of Owner (and of any successor "Owner" hereunder during its period of ownership of the Hotel Site) under this Agreement shall be limited to its interest in the Hotel. Metro agrees that none of the Owner's or Operator's direct or indirect partners, members, managers, joint venturers, shareholders, directors, officers, agents and employees shall have any personal liability with respect to, or arising out of, this Agreement. In no event shall any employee, public official agent, or consultant of Metro ever have any personal liability with respect to or arising out of this Agreement.

Nothing within this Section 9.01 shall limit the right of any party to seek specific performance of the terms and provisions of this Agreement as provided in ARTICLE VIII.

9.03 Miscellaneous. If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby. This Agreement may be changed, waived, modified or supplemented only by an instrument in writing signed by Owner and Metro. The headings in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

9.04 Estoppel Certificate. Within thirty (30) Business Days after request therefor by any party hereto or by Operator or by the holder of any loan made to Owner or Operator, the other party(ies) and Operator shall execute and deliver to the requesting party a statement in writing and reasonably satisfactory to the requesting party and directed to the requesting party (and, if requested, to the holder of any loan made to Owner or Operator) certifying that, to its knowledge,

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(a) this Agreement is unmodified and in full force and effect, (b) to the certifying party's knowledge the requesting party is not in default hereunder or, if in default, the nature thereof in reasonable detail, and (c) there are no defenses or offsets to the Agreement claimed by the other party.

9.05 Notices. Each Notice to be provided or given hereunder must be in writing (in some instances in this Agreement the words "written Notice" or "notice in writing" may be used and in others simply the word "Notice" or "notice" may be used; no inference is to be drawn therefrom as all Notices must be in writing) and must be delivered or provided in one of the following methods: (a) certified mail, return receipt requested, postage pre-paid and addressed to the party to whom such Notice is intended to be delivered; or (b) personal delivery to the addressee by courier or other means of hand delivery. Notice delivered by certified mail pursuant hereto shall be effectively given and received on the third (3rd) business day following deposit of the same in the United States Mail, postage pre-paid, addressed properly to the party to whom such notice intended. Notice by personal delivery shall be effectively given and received upon acceptance thereof by the addressee as confirmed in writing by a receipt executed by and retained by the party delivering such Notice.

to Metro: Metro
_____
_____
_____

with copy to: Office of the Metro Attorney
_____
_____
_____

to the Owner: Oregon Convention Center Hotel, LLC
_____
_____
_____
_____

with copy to: _____
_____
_____
_____

to the Operator: _____
_____
_____
_____

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with a copy to: _____
_____
_____
_____

Any mortgagee, trustee or beneficiary under any mortgage or deed of trust on the Hotel may by Notice to the parties set forth hereinabove designate an address to which Notices to it hereunder shall be sent. Any such party may from time to time by Notice as herein provided, designate a different address to which Notices to it shall be sent.

9.06 Transfer of Owner's or Operator's Interest.

(a) In the event of the sale, assignment or transfer by Owner of its fee interest in the Hotel Site (other than a collateral assignment to secure a debt of Owner) to a successor in interest (who shall, upon acceptance of title to or an interest in the Hotel Site or any part thereof, be deemed to have assumed the obligations of Owner hereunder arising from and after the date of such acceptance), the transferring Owner shall be released or discharged from all of its covenants and obligations hereunder; and Metro agrees to look solely to such successor in interest of Owner for performance of such subsequently occurring obligations. Notwithstanding the provisions of the preceding sentence, any successor Owner hereunder shall in all respects be obligated to honor any contract or agreement previously executed with a Potential Convention Center Customer in accordance with its terms and shall be bound by any outstanding Initial Offers or Amended Offers, each Room Block Request Notice and the Event Rate then in effect subject to and in accordance with the provisions of ARTICLE III.

(b) In the event that the Management Agreement with any Operator shall expire or terminate for any reason then the Operator under such Management Agreement shall be relieved from any obligations arising hereunder. Owner shall be obligated to secure the written consent and agreement of any replacement third-party Operator to comply with all of the terms, provisions and conditions set forth herein applicable to Operator; provided, that, a failure by Owner to do so shall in no way release or relieve Owner from performing the obligations of Owner and Operator hereunder.

9.07 Superiority of Agreement; Restrictive Covenant; Subordination.

(a) During the Term, the provisions of this Agreement shall constitute a restrictive covenant running with the Hotel Site, binding upon each owner thereof, and any and all operators or managers of the improvements thereon, and each and every other person or entity claiming or holding any interest in the Hotel Site, shall inure to the benefit of Metro (as owner of the Convention Center), and shall apply to any hotel now or hereafter located on the Hotel Site, or any portion thereof. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall be subject to and is hereby subordinated in all respects to all present and future first mortgages or first deeds of trust encumbering the Hotel Site. The parties agree not to record this Agreement and agree on the Effective Date to execute a memorandum of this Agreement (the "Memorandum") in a form to be reasonably agreed upon by Metro and Owner, which Metro shall cause to be recorded against the Hotel Site property in the real property records of Multnomah County, Oregon.

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(b) The parties recognize that the deed to the Hotel Site property is or will be encumbered by a separate restrictive covenant (the "Deed Restriction") that limits use of the Project Site to an upper, upscale hotel consistent with the Hotel Standards of Operations. For the avoidance of doubt, nothing within this Section 9.07 is intended to cause the Deed Restriction to be subordinate to mortgages or deeds of trust encumbering the Hotel Site.

(c) Metro shall provide to any mortgagee of the Hotel or Hotel Site of which Metro has notice ("Mortgagee") concurrent notice of any default by Owner or Operator under this Agreement. Metro and Owner shall not agree to any material amendment to the terms of this Agreement without the consent of Mortgagee. Mortgagee shall have the right to receive notice and to cure any default by Owner within thirty (30) days after such Mortgagee's receipt of such notice (or if such default is susceptible to cure but such cure cannot reasonably be completed within such thirty (30) day period, then within an additional, reasonable amount of time, not to exceed ninety (90) days in the aggregate, provided that such Mortgagee commences to cure such default within such thirty (30) day period and thereafter diligently pursues the cure to completion). A Mortgagee shall be deemed to have commenced to cure within the foregoing thirty (30) day period if control or possession of the Hotel Site is required to cure such default and such Mortgagee has initiated the legal process to obtain such control or possession within such thirty (30) day period and thereafter diligently endeavored to obtain control or possession. Mortgagee shall be entitled to participate in any arbitration proceeding under this Agreement.

9.08 Gender; Singular and Plural. As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership or other legal entity when the context so requires. The singular number includes the plural, and vice versa, whenever the context so requires.

9.09 Nature and Extent of Agreement. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement. There are no oral or written conditions, terms, understandings or other agreements pertaining to the room block arrangements which have not been incorporated herein. The laws of the State of Oregon shall govern the validity, interpretation, performance and enforcement of this Agreement, without regard to conflicts of law principles. Multnomah County, Oregon shall be the exclusive venue for all suits or other legal actions arising out of this Agreement.

9.10 Binding Effect. Subject to express provisions hereof to the contrary, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns during the Term hereof. Furthermore, this Agreement shall automatically be deemed assigned and transferred to any future owner of the Convention Center (but only if such owner expressly assumes all of the obligations of Metro arising hereunder from and after the date of such assignment and agrees to be bound by the terms and provisions of this Agreement). In addition, the Operator shall be an express third party beneficiary of the obligations, duties and covenants of Metro hereunder.

9.11 Disputes. Except for disputes concerning the Convention Center Standard of Operation (which shall be resolved as provided in Section 6.01), all proceedings concerning disputes under this Agreement shall be heard by a court of competent jurisdiction. The parties

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hereby agree that such disputes shall be decided by a judge and hereby waive any right to trial by jury. The losing party shall pay the costs of litigation (including reasonable attorneys' fees) of the prevailing party.

9.12 Acknowledgement. Metro agrees that upon execution and delivery of this Agreement by Owner, Owner has fulfilled the obligations of Owner and its affiliates under the Development and Financing Agreement relating to a room block agreement.

9.13 Pre-Opening Period.

(a) The parties hereto agree that during the Pre-Opening Period, the Operator for the Hotel shall be the Initial Hotel Operator.

(b) The parties agree that the obligations of Initial Hotel Operator under Articles III and IV of this Agreement during the Pre-Opening Period shall be limited as follows: (i) Initial Hotel Operator shall have a Sales Representative only after the date which is 30 days after commencement of construction of the Hotel ("Preliminary Operations Date"); (ii) Initial Hotel Operator shall have no obligation to accept any Event Room Block, to make any Initial Offer, to make any Rate Quote, to make any Amended Offer, or to enter into any Room Block Contract prior to the Preliminary Operations Date; (iii) any offer of an Event Room Block, any Initial Offer, any Amended Offer, or any Room Block Contract during the Pre-Opening Period may be made by Initial Hotel Operator subject to such reasonable terms and conditions as Operator may determine. Without limiting the foregoing, Initial Hotel Operator shall have no obligations under Article V. The parties agree that any liability of Initial Hotel Operator for breach of this Section 9.13 shall be subject to the limitations in Section 8.02.

(c) Each party acknowledges that the closing under the Purchase Agreement may be delayed or may not occur and waives any claims such party may have against Initial Hotel Operator arising from any such delay or failure to occur (including claims arising from any cancellation or change in any bookings made pursuant to this Agreement).

d) Owner (i) hereby grants to Initial Hotel Operator the authority to fulfill its obligations under this Agreement and (ii) agrees to cooperate with Initial Hotel Operator in the performance of its obligations under this Agreement, including providing reasonable access to the Hotel and information held by Owner, subject to such regulations as Owner may reasonably impose.

(e) Owner agrees that Initial Hotel Operator is a beneficiary of the indemnity provided pursuant to Section 19.3 of the Purchase Agreement.

(f) If the Purchase Agreement is terminated, (i) the obligations of Initial Hotel Operator under this Agreement shall thereupon terminate and (ii) in accordance with the terms of the Development and Funding Agreement Owner shall promptly designate a replacement Operator reasonably acceptable to Metro and arrange for such replacement Operator to execute and deliver a joinder to this Agreement.

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9.14 Assignment. Operator may assign its rights and obligations under this Agreement to any affiliate of Operator; provided that no such assignment shall release Operator of its obligations hereunder.

Each of the parties hereto have caused this Agreement to be duly executed by their lawfully authorized representatives effective as of the Effective Date.

Owner:

_____,
a _____ limited liability company

By:_____
Name:_____
Title:_____

Initial Hotel Operator (solely with respect to Section 9.13):

Hyatt Corporation, a Delaware corporation

By:_____
Name:_____
Title:_____

Metro:

METRO,
an Oregon municipal corporation

By:_____
Name:_____
Title:_____

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EXHIBIT A

HOTEL SITE

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EXHIBIT B

BINDING ARBITRATION PROCESS

Arbitration Process. Binding arbitration of any dispute between the parties in regard to whether the Convention Center is being operated and maintained in a manner consistent in all material respects with the Standard of Operation shall be conducted in accordance with the following procedures ("Arbitration"):

Either party may request such Arbitration in writing, which writing shall be delivered to the other party. Arbitration shall be conducted in accordance with the American Arbitration Association ("AAA") by a single arbitrator to be appointed according to the rules of the AAA within thirty (30) days of the date the notice was delivered. The losing party shall pay the costs of arbitration and the prevailing party's costs (including reasonably attorneys' fees) . The award may be entered in any court, state or federal, having jurisdiction thereof. Any action to commence, conduct, or enforce such Arbitration proceeding, or for any other purpose, shall be brought in Portland, Oregon.

THE ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD ANY PUNITIVE OR EXEMPLARY DAMAGES OR TO VARY OR IGNORE THE TERMS OF THIS AGREEMENT, AND SHALL BE BOUND BY CONTROLLING LAW.

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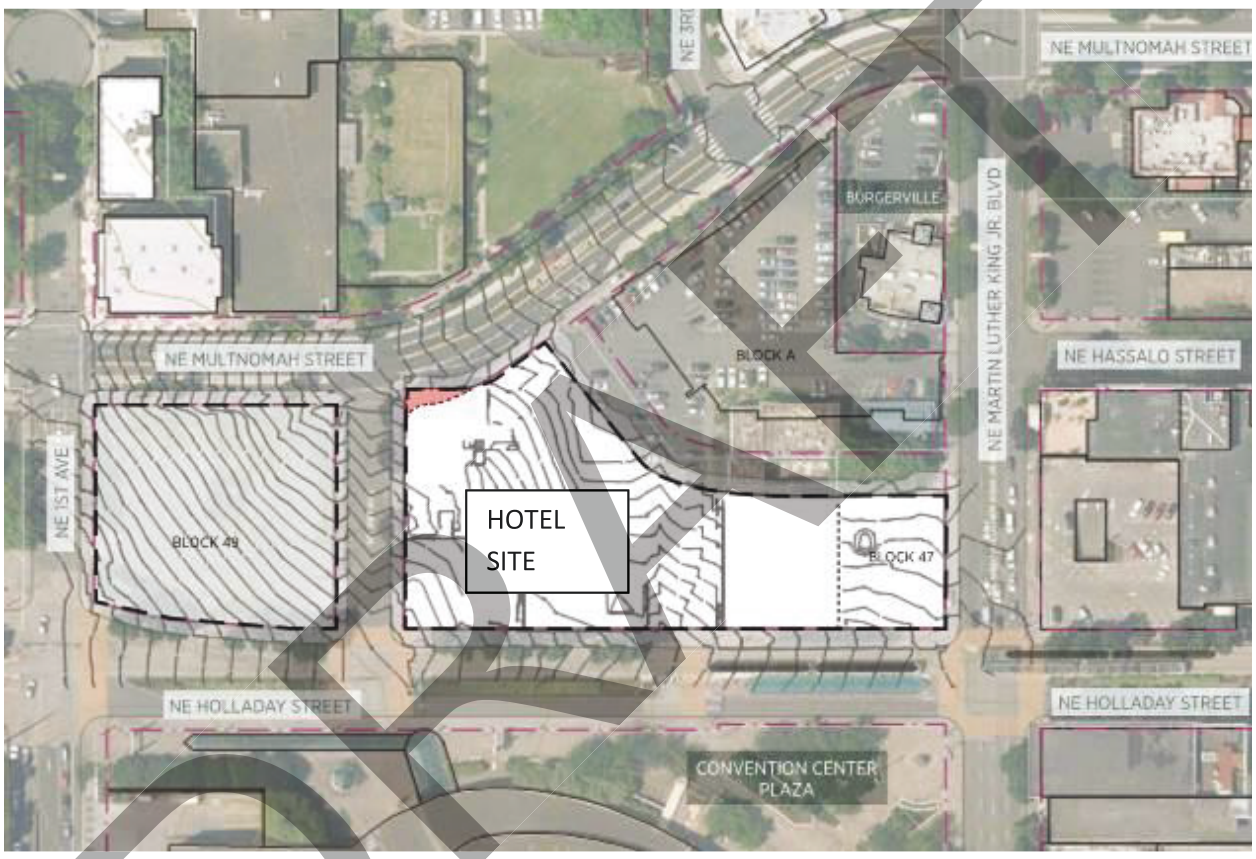
DRAFT Project Site Depiction



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After Recording, Return To:

_____
_____
_____

DECLARATION OF DEED RESTRICTIONS AND REAL COVENANTS

THIS DECLARATION OF DEED RESTRICTIONS AND REAL COVENANTS (this "Declaration") is made this _____ day of _____, 2016, by [MORTENSON SPE], a _____ corporation ("Declarant"). Declarant is the owner of certain real property located in the City of Portland, County of Multnomah, commonly referred to as [INSERT ADDRESS/LOT BLOCK INFO], and legally described on Exhibit A attached hereto (the "Burdened Property").

Metro, an Oregon municipal corporation, is the owner and operator of the Oregon Convention Center. The Oregon Convention Center is located adjacent to the Burdened Property, on a parcel commonly referred to as [INSERT ADDRESS/LOT BLOCK INFO], and legally described on Exhibit B attached hereto (the "Benefited Property").

The Burdened Property shall be held, sold and conveyed subject to the use restrictions and real covenants set forth in this Declaration. This Declaration shall run with the land and shall be binding on Declarant's heirs, successors, assigns and all parties having or acquiring any right, title or interest in the Burdened Property or any part thereof, and shall inure to the benefit of Metro, its heirs, successors, assigns and all parties having or acquiring any right, title or interest in the Benefited Property or any part thereof. Any transferor of the Burdened Property shall upon transfer be relieved of any obligations hereunder from and after the date of transfer and the transferee shall be responsible for any such obligations.

Declarant expressly agrees to the following for the benefit of the Benefited Property:

> For the term of this Agreement the Burdened Property may be used only primarily as a hotel in a manner generally consistent with the general physical and service standards applicable to other upper, upscale full service hotels, as such designation is determined and published by Smith Travel Research, or, if Smith Travel Research is no longer available to provide, or ceases to provide, such designation, another classification source recognized in the hospitality industry reasonably acceptable to the owner of the Benefited Property; provided that

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nothing herein shall require the owner of the Burdened Property to construct, open or operate any such hotel.

The restrictions established by this Declaration shall run with and bind the Burdened Property for a term ending on the earlier to occur of (i) the thirty (30) year anniversary of the date this Declaration is executed or (ii) the date of termination of this Declaration by agreement of Metro or its successor, after which this Declaration shall automatically expire, and be of no further force and effect. Upon expiration, at the request of Declarant, Metro shall execute a Quitclaim Deed confirming the extinguishment of this Declaration.

This Declaration may not be modified, amended or revoked except by written agreement executed by Metro and Declarant and recorded in the manner then provided for by law. Metro shall have standing, and may bring an action at law or equity in a court of competent jurisdiction to enforce all restrictions and covenants established by this Declaration and to enjoin violations. The failure to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter. If legal proceedings of any type are begun so as to enforce this Declaration, the prevailing party shall recover reasonable attorney's fees, including attorney's fees on appeal. This Declaration shall create no private right of action and shall be enforceable solely by Metro.

Executed this_____ day of _____, 2016.

DECLARANT,
a _____ corporation

By:_____
Name:_____
Title:_____

STATE OF OREGON)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____, _____ of _____ _____, a _____, on behalf of the _____.

_____
Notary Public
My commission expires:_____

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THIS DECLARATION OF DEED RESTRICTIONS AND REAL COVENANTS is approved as to form and content and accepted by Metro.

METRO,
a municipal corporation organized
under the laws of the State of Oregon and
the Metro Charter

By:_____
Name:_____
Title:_____

STATE OF OREGON)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____, _____ of Metro, a municipal corporation, organized under the laws of the State of Oregon and the Metro Charter, on behalf of the corporation.

_____
Notary Public
My commission expires:_____

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EXHIBIT A

Legal Description of Burdened Property

[To be inserted]

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EXHIBIT B

Legal Description of Benefited Property

[To be inserted]

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Oregon Convention Center Hotel Hiring and Employment Commitment

Agreement to recruit, train and retain employees of color and residents of Metro's First Opportunity Target Area* (FOTA) in Portland, Oregon

Employment recruitment and outreach:

- Establish relationships with community-based workforce development organizations to develop a pipeline of information related to job and training opportunities. Organizations should include but not be limited to the following:
    - Albina Ministerial Alliance
    - Allen Temple CME Church
    - Asian Pacific American Network of Oregon (APANO)
    - Center for Intercultural Organizing
    - Coalition of Communities of Color
    - Goodwill Industries Job Connection Services
    - Highland Christian Church
    - Hispanic Chamber of Commerce
    - Human Solutions Inc.
    - Immigrant and Refugee Community Organization
    - Latino Network
    - Life Change Christian Center
    - Mt. Olivet Baptist Church
    - Native American Youth and Family Center
    - Oregon Employment Department
    - Partners in Diversity
    - Portland Community College/Margaret Carter Skills Center
    - Portland Community Reinvestment Initiatives
    - Portland Opportunities Industrialization Center
    - REAP (Reaching and Empowering All People)
    - Urban League of Portland
    - Volunteers of America
    - Worksystems, Inc. via WorkSource Oregon

- Assign a Hyatt community relations liaison to serve as main point of contact for organizations.

- Present and update regularly any employment outreach information and materials to community organizations.

- Prior to hotel opening, sponsor/host no fewer than three job fairs targeting residents served by the above listed organizations and those living within the Metro FOTA boundary. Job fairs will include information about current and future job opportunities and Hyatt HR and training staff will be onsite to assist prospective candidates with the application process and answer questions.

February 11, 2016

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Employee training:

- Establish relationships with the following job training and education institutions:
    - Mt. Hood Community College's Hospitality and Tourism Management program
    - Portland Community College's Business Administration program and Portland Metropolitan Workforce Training Center
    - Worksystems Inc.'s On-the-Job Training Program
    - Roosevelt and Madison High Schools to develop a high school bridge program to introduce students to careers in hospitality. (Travel Portland may be willing to partner on this.)

- Through the Hyatt Hotels Fund for Minority Lodging Management Students, fund one $2,000 scholarship per year for the first ten years of hotel operations to a local hospitality and tourism management program for a FOTA area eligible resident.

- Assign a Hyatt training liaison to serve as main point of contact for institutions.

- Provide opportunities for FOTA and other recruits in Hyatt's entry-level colleague supervisory development and onsite entry-level workforce skill-based training programs.

Recruitment, employment and retention reporting:

- Assign aspirational targets for employing and retaining people of color and FOTA residents.

- Beginning one year prior to hotel opening and continuing through year three of operation, provide quarterly reports to Metro's Exposition Recreation Commission on:
    - Recruitment and outreach efforts and results
    - Employment opportunities
    - Employee diversity and racial breakdown
    - Retention and promotion rates

- Develop and report strategies to improve if targets not achieved.

- Implement the Hyatt Minority and Business Resource Group to focus on the workforce, workplace and market place.

Community relations and service:

- Target Hyatt's local philanthropic efforts to residents living in and organizations serving the FOTA community.

- Encourage Hyatt colleagues to volunteer with organizations serving the FOTA community and workforce training and employment outreach organizations.

February 11, 2016

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***Metro's First Opportunity Target Area (FOTA) program:**

Established in 1989, Metro's FOTA program is intended to ensure that economically disadvantaged residents within the defined geographical area proximate to the Oregon Convention Center (OCC) be offered the first opportunity to apply for employment at the OCC and at two of Metro's other venues, Portland'5 Centers for the Arts and the Portland Expo Center.

Members of the community residing within the following zip codes and meeting the income eligibility thresholds may apply as FOTA applicants.

Zip codes:

97024	97213	97227
97030	97216	97230
97203	97217	97233
97211	97218	97236
97212	97220	97266

Income eligibility requirements:

- In households of up to two people, the annual income of the applicant must be no higher than $47,000.
- For households of three or more people, the annual income of the applicant must be no higher than $65,000.

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Oregon Convention Center Hotel & Parking Ramp

HYATT REGENCY®

Presentation Package

August 10, 2015

Hyatt Presentation Package
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BASIS OF DESIGN and BUDGET NARRATIVE

ARCHITECTURAL NARRATIVE

PROJECT

A. Project Name; OREGON CONVENTION CENTER HOTEL

B. Architect's Names; Elness Swenson Graham Architects
Project Designers & Hotel Planning
500 Washington Avenue, Suite 1080
Minneapolis, MN 55415

And Ankrom Moisan Architects, Inc.
Architect of Record
6720 Southwest Macadam, Suite 100
Portland, Oregon 97219

CODES AND STANDARDS:

A. IBC 2012 - International Building Code – as adopted and modified by the City of Portland

B. Hyatt Design Recommendations & Minimum Standards Version 5.0 dated 2010

C. Hyatt Engineering Recommendations & Minimum Standards Version 4.0 dated 2011

D. See other Basis of Design Narratives for additional Codes and Standards

PROJECT PLANNING AND EXTERIOR / BUILDING DESIGN

A. See included design plans, elevations and renderings.

INTERIOR DESIGN

A. Design to be completed by The Gettys Group in accordance with Hyatt Standards. An Allowance has been established for this scope of work.

VERTICAL TRANSPORTATION

A. See Vertical Transportation Report included as an Exbibit to this Basis of Design Narrative.

EXTERIOR VERTICAL ENCLOSURE PERFORMANCE CRITERIA

A. Thermal Performance;
1. Fixed Vision Areas U-value; 0.32 max per NFRC 100 and 2012 SEC.
   a. Operable doors U-Value; 0.50. Per NFRC 100 and 2012 SEC.
   b. Spandrel Wall Areas U-Value; 0.055. Modelled in accordance with NFRC 100 thermal modeling standard, accounting for true size of spandrel areas in lieu of gateway standard size.
   c. Skylights U value; 0.45 per NFRC 100 and 2012 SEC
   d. Metal framed walls U value; 0.055 Per 2012 SEC
   e. Roof U value; 0.026. Per 2012 SEC.
2. Durability Performance;
   a. Minimum time before expected replacement with recommended maintenance;
      1) Glazed wall systems 50 years+
      2) Cladding 50 years+
      3) Roofs 40 years+
      4) Below grade waterproofing 100 years+

B. Air Barrier Performance;
1. Whole building; 0.25cfm / ft2 @ 1.57 psf
   a. Assemblies (wall with glazing) 0.025fm / ft2 @ 1.57psf
   b. Glazing doors 0.10 cfm / ft2 @ 6.24 psf
   c. Fixed Glazing without doors 0.06 cfm / ft2 @ 1.57psf and 6.24 psf
   d. Operable Windows 0.10 cfm / ft2 @ 6.24 psf

C. Wind Performance;
1. Exterior systems to resist wind loads (both positive and negative) per IBC or ASCE 7-10, whichever is greater.

D. Acoustical Performance;
1. OITC - 33 for cladding / window systems.
2. OITC - 28 for roofing systems.
3. OITC - 28 for glazed wall systems and skylight systems.

E. Moisture performance;
1. Any leakage and/or condensation which might take place within the cladding system or glazing system shall be drained within the cladding system or glazing system and discharged to the exterior face of the cladding system or glazing system.
2. Water infiltration shall be defined as any uncontrolled water, exclusive of condensation, that appears on the interior side of the glazing system, within undrained compartments, or inside of sheathing at cladding system.
3. Water infiltration shall not occur when the completed Work is subjected to the following inward pressures acting normal to the surface, for the specified time periods, using a water spray discharge rate of 5 gallons water per hour per square foot of surface frontal area. (1). Static pressure of 12 psf for a time of 15 minutes. (2). Dynamic pressure of 12 psf for a time of 15 minutes. This is a minimum unless noted otherwise within the Contract Documents.
4. Cladding system or glazing system shall be designed to present water vapor from exterior or interior air from condensing within the wall system. Condensation is defined as water, ice or frost occurring on more than 5 percent of the interior surface of any one component or water that is not collected and positively drained to the exterior through the condensation drainage gutter.

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5. Roofing, cladding, and curtain wall system shall be designed to prevent condensation on the interior under the following conditions;
   a. Condition 1 - Winter;
      1) Outdoor ambient air temperature; 23.6° F Dry Bulb.
      2) Indoor ambient air temperature; 70 degrees F (+/- 2 deg) with 50percent relative humidity.
6. Provide end dams and weep drainage at ends and transitions in elevation of stack joints in all unitized glazing systems.
7. Weep drainage shall allow moisture entering joints and condensation occurring within cavity to flow through to the exterior face of cladding or glazing systems. Clear internal paths of drainage in order to drain any trapped moisture to the exterior, discharging weep water in a manner avoiding staining of architectural finishes or collecting in puddles. Align weep or drainage holes with vertical joints below or space evenly and regularly.
8. Rain Screen performance
   a. Cladding and glazed wall subcontractor to provide calculations of went sizes and air cavity compartments demonstrating accommodation of static and dynamic air and wind pressures acting on assembly.
   b. Cladding subcontractor to provide dividers and weeps as necessary to compartmentalize air cavity to reduce pressure gradients across assembly and facilitate pressure equalization.
   c. Maintain continuity of air cavity within compartments to break capillary action and surface tension of water such that gravity will pull entrained water down and out through weep holes.
   d. Maintain continuity of the drainage plane and provide flashing and weeps at perimeter of air cavity compartments and at openings to direct entered water outward and resist lateral air pressure loads.
   e. Prevent sun exposure to light sensitive back-up materials. Provide protection from UV damage, mechanical wear and tear, and excessive deflection.
9. Visual performance;
   a. All materials shall be matched to produce continuity of line, texture and color.
   b. All components exposed in the finished work shall be free from warping, oil-canning effects, and the telegraphing of welds, studs and other fasteners.
   c. Splices in interior trim and exterior coping and flashing shall align with center of mullion or panel joints.
   d. All building enclosure sills occurring at the floor level shall have extruded aluminum extensions to cover fire-safing and the slab edge.
   e. All glazing system heads, end jambs, and sills shall have extruded aluminum extensions equal to the depth of the vertical mullion when the vertical is deeper than the horizontal.
   f. Provide end closures at all horizontal and vertical caps, exterior framing and projections and adjacent exterior cladding systems.
10. Structural and movement performance;
    a. See structural drawings for additional information that applies to all exterior envelope systems.
    b. Cumulative Movement
       1) Envelope assemblies and appurtenances to be designed to accommodate the cumulative effects of differential structural movements, deflections, inner-story drift, and thermal movementof the building structure due to gravity loads, wind loads, seismic loads, and temperature. Cladding and glazing supports to be designed to keep the glazing and cladding onthe building during an inelastic seismic event, per local authorities hawing jurisdiction and to maintain thermal, air and water performance during an elastic seismic event.
       2) Accommodation of any anticipated differential movements shall be inherent in the proposed curtain wall system and shall not be taken at the intersection of vertical and horizontal mullions.
    c. Structural Changes;
       1) Primary structure and exterior metal studs are designed by the building Structural Engineer or Record. It is the responsibility of the cladding and glazing system sub-contractors to bring to the attention of the design team during bidding what post-bid will be borne by the sub-contractor requiring the modifications. It is the responsibility of the contractor to refer to the appropriate drawings and specifications of cast-in-place and structural steel for the full description of structural movements and to coordinate the design of the cladding and glazing systems with the building Structural Engineer of Record.
    d. Thermal Movement;
       1) Cladding and glazing systems shall be designed for differential thermal movement of 180 degrees Fahrenheit.
    e. Parapet Window Washing Rope Structural Performance;
       1) Parapet detailing to accommodate 5,000 ultimate pound rope loading at outer edge of parapets for ultimate loading of a windowwasher.

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11. Testing - Water Barrier;
    a. All testing to be performed by owner provided, qualified, independent from project team testing agency. No reductions in testing pressures are allowed for either on site or lab values. Water intrusion failure defined as any water at interior of WRB conceptual layer that can be wicked through water testing paper (i.e. Microessential - Hydrion paper)
    b. On Site Testing - Glazing systems
        1) Glazed wall systems (both unitized and punched openings).
        2) 10 tests at the curtain wall glazing system, re-test 2 locations for every failure (retests are paid by contractor). Include window to wall interface where applicable.
        3) ASTM E1105, 10 psf field value, no reduction from lab.
12. Testing - Air Barrier;
    a. All testing to be performed by owner provided, AABA certified, independent from project team testing agency.
    b. Qualitative smoke testing to reveal any discontinuities in the Air barrier.
       Testing to be performed in accordance with ASTM E 783
    c. Whole Building ASTM E 779 per the Army Corps of Engineers Test Protocol at an air leakage rate of 0.25 cfm/sqft at 75 Pa
    d. Contractor to provide allowance to fix accessible air barrier breaches prior to occupancy.
13. Detailing philosophies;
    a. All glazing or door to wall interface details to employ "90 degree mechanical barriers" to complete the water resistive barrier and water shedding surface control layers. Thus, sealant alone is not acceptable between glazing systems and adjacent cladding / wall systems. Extruded silicone 4" strip to be assumed at all glazing to adjacent opaque assembly detailing, with silicone sealant / back rod to interior. This will connect the water control of the wall with the water control of the glazing and/or door system while allowing differential movement where occurs.
    b. All assemblies to meet NFPA 285.
    c. All exterior insulation (roofs, walls, below grade, not glazing systems).
14. Tolerance performance;
    a. Steel; AISC
    b. Concrete ACI - aggregate 2" in plan for all vertical concrete, ½" in and ½" out slab edge.
15. Process;
    a. Living Submittal process to be engaged using Bluebeam Studio sessions managed by general contractor where PDFs are placed on the internet accessed location where all team members collaboratively review concurrently and replacement sheets managed by general contractor to provide make corrections noted and avoid revise and resubmit creating a faster turnaround time for each submittal. Sub-contractor and manufacturer to be able to engage this process during design and construction.

F. Firestopping EJs and 3rd Party Evaluations;
    1. All enclosure firestopping engineering judgments and 3rd party evaluations requested by design team or city for conditions deviating from standard test assemblies or construction documentation to be provided by contractor.
    2. Curtain wall sub-contractor to be responsible for slab edge approval with AHJ (Authorities Hawing Jurisdiction) and approved by design team for R-value and visual aspects only.
    3. CEJ 322P should be assumed for pricing, however horizontal munton 6" clear below bottom of slab to be "kiss" mullion, fully soldered backpan to be included. Manufacturer to determine the optimum insulation strategy to meet the U values listed above and coordinate with fire protective insulations at slab edges and anchors.
    4. Joint Sealers;
        a. Generally located at all transitions.
        b. Basis of design; DOW Typical + Sonneborn as noted below;
            1) DOW 758 air barrier, water barrier at all enclosure elements unless noted otherwise.
            2) DOW 790 concrete or masonry
            3) DOW 791 metal
            4) DOW 795 glass to metal
            5) Sonneborn SL-2 2-part urethane sof-rod at pavement joints.
            6) All exterior colors to be standard manufacturer´s colors.
        c. Warranty; 10 years material and labor for failure to achieve airtight seal,
        d. Watertight seal, non-bleeding, loss of adhesion or cohesion or do not cure.
    5. Flashing / Trim;
        a. Generally located at any exterior transition.
        b. Pre-finished Galvanized Steel; Typical unless noted otherwise. 10 custom colors.
        c. Pre-finished Aluminum; At all perimeter and field flashing adjacent to curtain wall punched openings, window wall punched openings, unitized curtain wall, skylight system over the atrium, or glazing system at the atrium end walls, and at canopies. Fluoropolymer coating, high performance organic finish, AAMA 2605 multiple coat, thermally cured fluoropolymer finish system.

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d. 24"x12" Precast concrete splash pads at any downspout emptying smaller roofs above larger roofs, 2 per roof.

6. Exterior Door Overhangs;
   a. All doors not covered by canopies or soffits, to have pre-finished flashing and G-185 framing at 12" o.c. overhangs. Projection to height dimensions listed below are measured from exterior edge of door threshold;
      1) In-swing; 1;2 min.
      2) Double swing; 1;2 min.
      3) Double slider; 1;2 min.
      4) Wood door; 1;2 min.
         (a) For out-swing door and sliding door, if meeting the minimum water penetration test resistance requirements verified through field testing, the ratio can be;
      5) Out-swing door; 1;4 min
      6) Sliding door; 1;4 min
   b. Exceptions to the above rules may also be made for outward opening 12 psf or better rated doors with multi point locking systems.
   c. Overhang projection to jamb of all doors 1;4 min.

LEED SILVER PROGRAM & APPROACH NARRATIVE

The Design-Build team is designing and will build the Oregon Convention Center Hotel project to achieve at least LEED Silver certification from the U.S. Green Building Council using the LEED for New Construction v3 rating system. The team has identified a pathway to Silver, which requires earning all prerequisites and a minimum of at least 50 points +5 points to submit at least 55 "Yes" points, providing a margin of contingency for any unforeseen circumstances during the LEED certification review processes, and ensure that Metro's goal of LEED Silver certification is achieved.

Each of the credit strategies identified in the Pathway to LEED Silver —those tracking as "Yes" on the LEED Scorecard—meet one or more of the following criteria:

- aligns with Hyatt performance standards,
- aligns with industry best practices or good design,
- no-cost or low-cost, and *f*or
- inherent to the project site location.

In addition to the 50 "Pathway to Silver" LEED points identified as achievable, the team has identified an additional 18 points as "Maybe Yes" and 26 points as "Maybe No." Many of these LEED *f* sustainability strategies pose potentially significant operational and guest-user benefits which the Mortenson- Ankrom Moisan team, with input from Hyatt, will continue to assess for cost and value to the project. In this process, the project team will consider the potential for achieving LEED Gold certification or seek to implement strategies that are particularly impactful, provide value to Hyatt and Metro and serve to enhance the Oregon Convention Center Hotel guest experience.

SUSTAINABLE SITES

SSp1: Construction Activity Pollution Prevention (prerequisite)
An erosion and sedimentation control plan meeting the City of Portland's stormwater management requirements will be developed, and during construction the identified BMPs will be implemented and documented.

SSc1: Site Selection (1 pt)
The OCCH site does not include any areas designated as ecologically or culturally significant (endangered species habitat, prime farmland, wetland, public park).

SSc2: Development Density & Community Connectivity (5 pts)
The OCCH site is located within a ½-mile radius of at least ten different basic services and residential buildings with density of at least ten units per acre.

SSc3: Brownfield Redevelopment (1 pt and 1 Regional Priority pt)
The project will pursue this credit by conducting asbestos abatement (as defined by LEED Interpretation 5012). Within at least one of the existing buildings on the project site, asbestos containing materials have been found and will be properly remediated.

SSc4.1: Alternative Transportation: Access to Transit (6 pts)
The OCCH project is located within a ½ -mile walking distance rail stops served by three MAX light rail lines, and is located within ¼-mile walking distance of several TriMet bus lines.

SSc4.2: Alternative Transportation: Bicycle Parking & Shower*f*Changing Rooms (1pt)
The OCCH project will provide ample bicycle racks to serve 5% of the forecasted peak occupancy of the hotel, and ample showers*f*changing rooms to serve 0.5% of hotel employees. Based on preliminary occupancy estimates available to date, 150 bicycle racks within 200 yards of the hotel and 3 showers*f*changing rooms for hotel employees will be provided. It is anticipated that most of the bicycle racks will be located in or near the OCCH parking garage.

SSc4.3: Alternative Transportation: Low-emitting & Fuel-efficient Vehicles (3 pts)
Of the OCCH garage's estimated 400 parking spaces, at least 5% or 20 spaces will be designated as preferred parking for qualified American Council for an Energy Efficient Economy (ACEEE) "Greener Cars List" vehicles ; or a at least 3% or 12 spaces will provide access to electric vehicle (EV) charging equipment; or a combination of the above two approaches.

SSc4.4: Parking Capacity (2 pt)
The OCCH garage is expected to have approximately 400 parking spaces. The Institute of Transportation Engineers guidance recommends 0.91 vehicles per hotel room (n=600), or 550 parking spaces, so the credit's meet-but-do-not-exceed requirement will be met.

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In addition, at least 5% of the parking spaces will be designated as preferred parking for carpools or vanpools.

SSc7.1: Heat Island Reduction, Hardscape (1 pt)
The OCCH site hardscape materials − new concrete and pavers − will be selected, as possible, for high solar reflectance index (SRI) characteristics to minimize the urban heat island effect.

SSc7.2: Heat Island Reduction, Roof (1 pt)
The roofs of the OCCH project will be covered in "white" roofing material or green roofs to minimize the urban heat island.

WATER EFFICIENCY

WEp1: Indoor Water Use Reduction (prerequisite)
Plumbing fixtures will be selected to meet or exceed Hyatt's facility performance standards and water efficiency to reduce aggregate water consumption by 20% compared to the LEED−defined baseline via usage−based calculation.

WEc1: Water Efficient Landscaping
Site landscape irrigation water usage will be reduced by at least 50% from the calculated baseline for the site's peak watering month through the selection of drought−tolerant plant species compatible with the natural limitations of the Portland ƒ Pacific Northwest region and an efficient and smart irrigation system.

WEc2: Water Use Reduction (3 pts)
Plumbing fixtures − water closets, urinals, lavatory faucets, and showerheads − meeting and exceeding Hyatt's performance standards and water efficiency standards will be selected. With the anticipated fixture package with flush and flow rates of 1.28 gpf water closets, 0.13 gpf urinals, 0.5 gpm lavs with sensors and 1.75 gpm showerheads, the project will achieve at least 35% water savings compared to the LEED−defined baseline.

ENERGY & ATMOSPHERE

EAp1: Fundamental Commissioning & Verification (prerequisite)
The project will be commissioned by an independent and qualified Commissioning Authority to verify that the project's mechanical, electrical, plumbing, assemblies and renewable energy (if included) systems are installed, calibrated, and perform according to the owner's project requirements, basis of design, and construction documents.

EAp2: Minimum Energy Performance (prerequisite)
The project has been designed to demonstrate at least a 20% energy cost savings improvement compared to the ANSI ƒ ASHRAE ƒ IESNA 90.1−2007 baseline, exceeding the EAp2 prerequisite threshold of 10%.

EAp4: Fundamental Refrigerant Management (prerequisite)
Only HVAC&R equipment free of CFCs will be included in the project.

EAc2: Optimize Energy Performance, 20%
(5 pts) Refer to EAp2 (above).

EAc5: Measurement & Verification (1 pt)
For the OCCH project, a profile will be set−up on ENERGY STAR Portfolio Manager for Hyatt to easily record and monitor the hotel's monthly energy and water usage. (This credit pathway is also a Minimum Program Requirement required by USGBC for all LEED projects.) Per Hyatt's direction, some targeted programmatic areas within the hotel will also be sub−metered to monitor associated energy usage and costs.

MATERIALS & RESOURCES

MRp1: Storage and Collection of Recyclables (prerequisite)
The Mortenson−Ankrom Moisan team will collaborate with Hyatt to design within the project dedicated areas accessible to waste haulers and all building occupants for the collection and storage of recyclable materials for the entire building including at a minimum paper, corrugated cardboard, glass, plastics, metals, and other recyclable materials.

MRc2: Construction Waste Management (1 pts)
The project will develop and implement a demolition and construction waste management plan resulting in the project's overall division rate of at least 50% (and very likely 75% or more). More analysis is needed to confirm.

MRc4: Recycled Content Materials, 20% (2 pts)
The project team will select materials in part for recycled−content. At least 20% of the project's LEED− defined materials costs will be comprised of post− and ƒ or pre−consumer recycled content materials.

MRc5: Regional Materials, 20% (2 pts)
The project team will select materials in part for regional sourcing and manufacturing. At least 20% of the project's LEED−defined materials costs will be comprised of regionally−sourced materials.

INDOOR ENVIRONMENTAL QUALITY

EQp1: Minimum IAQ Performance (prerequisite)
The ventilation system will be designed and built to meet or exceed the to ASHRAE 62.1−2004 standard.

EQp2: Environmental Tobacco Smoke Control (prerequisite)
Smoking will be prohibited inside the hotel and and within 25 feet of entrances, exits, windows and air intakes. Local regulations align with the LEED requirements.

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EQc4: Low−Emitting Materials (EQc4.1, EQc4.2, EQc4.3 & EQc4.4) (4 pts)
The project's specifications will include requirements for low−emitting paints, coatings, adhesives, sealants, flooring products and composite wood products.

EQc6.1: Controllability of Systems Lighting (1 pt)
The OCCH lighting systems will be designed with the intent of offering occupants ample controls, such that all shared congregation spaces (conference rooms, meeting rooms, ball rooms, etc) will have controls for varying light levels and at least 90% of individual work stations (private offices, desk stations, etc) will have access to individual lighting controls.

EQc5: Thermal Comfort (1 pt)
The project's HVAC systems and the building envelope will be designed meet the requirements of ASHRAE 55−2004 addressing air temperature, radiant temperature, air velocity and relative humidity.

INNOVATION

The Mortenson−Ankrom Moisan team will work closely with Hyatt to identify the most meaningful and valuable innovation strategies. In addition to those noted below, other good candidate options may include: Acoustic Performance LEED v4, Walkable Project LEED Site Pilot Credit, Green Building Education Outreach; MRc2;Construction Waste Management 95%; Bird−Friendly Building; Sustainable Food Purchasing 25%; and others.

Innovation c1.1 −− Exemplary Performance for SSc4.1 Access to Transit (1 pt)
The many nearby MAX light rail lines and TriMet bus lines offer OCCH occupants well over 200 trip opportunities per day.

Innovation c1.2: Green Cleaning Program (1 pt)
A green cleaning program will be developed, meeting the LEED O&M Existing Buildings v3 credit requirements addressing cleaning products, cleaning equipment, protocols and training of cleaning staff. Hyatt's cleaning program meets the LEED standards.

Innovation c1.3: Salmon−Safe certified (1pt)
The adjacent Oregon Convention Center site is Salmon−Safe certified by following several best practices to support river protection, water conservation and efficiency, stormwater management, and erosion and sedimentation control. The team will explore with Hyatt and Metro the potential to extend the implementation of these best practices to the OCCH site.

Innovation c1.4: Reduced Mercury Purchasing − Lamps (1 pt)
Low−mercury (or no−mercury) lamps will be specified, installed and documented for the project, meeting the LEED O&M Existing Buildings v3 credit requirements. Reduced mercury lamps are readily available at no cost premium, and this credit strategy reduces for the project toxic material sourcing and potential exposure.

Innovation c1.5: Integrated Pest Management (1 pt)
An integrated pest management program will be developed, meeting the LEED O&M Existing Buildings v3 credit requirements addressing preventative measures, monitoring, only as−needed applications and least toxic approaches to control insect and rodent pests commonly found in the urban environment.

Innovation c2: LEED AP (1 pt)
Several Mortenson−Ankrom Moisan project team members are LEED Accredited Professionals. Chris Forney and Rita Haberman of Brightworks, each are LEED APs, and will manage the project's LEED process.

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LEED NC 2009 Scorecard

Oregon Convention Center Hyatt

04.08.2015

BRIGHTWORKS SUSTAINABILITY

Yes	?Y	?N	No
50	18	26	16

Certified 40-49 Silver 50-59 Gold 60-79 Platinum 80+

Total Project Score

Y	?Y	?N	N	Sustainable Sites	26 Points Possible	
Y				Prereq 1	**Construction Activity Pollution Prevention**	n/a
1				Credit 1	**Site Selection**	1
5				Credit 2	**Development Density & Community Connectivity**	5
1				Credit 3	**Browntield Redevelopment**, asbestos or other remediation, Regional	1
6				Credit 4.1	**Alternative Transportation**, Public Transportation Access	6
1				Credit 4.2	**Alternative Transportation**, Bicycle Storage & Showers	1
3				Credit 4.3	**Alternative Transportation**, Low Emitting & Fuel Efficient Vehicles	3
2				Credit 4.4	**Alternative Transportation**, Parking Capacity	2
			1	Credit 5.1	**Site Development**, Restore Habitat (20% of total site)	1
	1			Credit 5.2	**Site Development**, Maximize Open Space, exceed by 25%	1
			1	Credit 6.1	**Stormwater Design**, Quantity Control	1
	1			Credit 6.2	**Stormwater Design**, Quality Control	1
1				Credit 7.1	**Heat Island Ettect**, Non-Roof	1
1				Credit 7.2	**Heat Island Ettect**, Roof	1
	1			Credit 8	**Light Pollution Reduction -** LEED v4 BUG rated fixtures	1

5	1	4	0	Water Etticiency	10 Points Possible	
Y				Prereq 1	**Water Use Reduction**, 20% Reduction	n/a
2		2		Credit 1	**Water Etticient Landscaping**, 50% Reduction 2 pts; No Potable Use 2 pts	2-4
		2		Credit 2	**Innovative Wastewater**, 50% flush load non-potable, Regional	2
3	1			Credit 3	**Water Use Reduction**, 30%, 35%, 40% reduction	2-4

6	8	15	6	Energy & Atmosphere	35 Points Possible	
Y				Prereq 1	**Fundamental Commissioning ot the Building Energy Systems**	n/a
Y				Prereq 2	**Minimum Energy Pertormance - (10% Requirement)**	n/a
Y				Prereq 3	**Fundamental Retrigerant Management**	n/a
5	5	5	4	Credit 1	**Optimize Energy Pertormance**, 20% = 5 pts, 30% = 10 pts	1-19
	1	6		Credit 2	**On-Site Renewable Energy**, 1% to 13%	1-7
		2		Credit 3	**Enhanced Commissioning**	2
		2		Credit 4	**Enhanced Retrigerant Management**	2
1			2	Credit 5	**Measurement & Veritication**	3
	2			Credit 6	**Green Power** 35%	2

6	0	0	0	Innovation & Design Process	6 Points Possible	
1				Credit 1.1	**Exemplary Pertormance: SSc4.1 Access to Transit**	1
1				Credit 1.2	**Green Cleaning Program (LEED EB:O&M)**	1
1				Credit 1.3	**Salmon Sate Certitied Site**	1
1				Credit 1.4	**Low Mercury Lighting (LEED EBO&M)**	1
1				Credit 1.5	**Integrated Pest Management (LEED EBO&M)**	1
1				Credit 2	**LEED™ Accredited Protessional**	1

Other Innovation Options : Acoustic Performance LEED v4, Walkable Project Site (Pilot Credit); Green Building Education/Outreach; MRc2;CWM 95%; Bird-Friendly Building; Sustainable Food Purchasing 25%;other

Y	?Y	?N	N	Materials & Resources	14 Points Possible	
Y				Prereq 1	**Storage & Collection otRecyclables**	n/a
			3	Credit 1.1	**Building Reuse**, Maintain Existing Walls, Floors & Roof	1-3
			1	Credit 1.2	**Building Reuse**, Maintain 50% of Interior Non-Structural Elements	1
1				Credit 2.1	**Construction Waste Management**, Divert 50%	1
	1			Credit 2.2	**Construction Waste Management**, Divert 75%	1
			1	Credit 3.1	**Materials Reuse**, Specify 5%	1
			1	Credit 3.2	**Materials Reuse**, Specify 10%	1
1				Credit 4.1	**Recycled Content**, 10%	1
1				Credit 4.2	**Recycled Content**, 20%	1
1				Credit 5.1	**Regional Materials**, 10%	1
1				Credit 5.2	**Regional Materials,** 20%	1
			1	Credit 6	**Rapidly Renewable Materials** 2.5%	1
		1		Credit 7	**Certitied Wood,** 50% of new wood budget FSC-certified, Regional	1

6	5	4	0	Indoor Environmental Quality	15 Points Possible	
Y				Prereq 1	**Minimum IAQ Pertormance**	n/a
Y				Prereq 2	**Environmental Tobacco Smoke** (ETS) **Control**	n/a
		1		Credit 1	**Outdoor Air Delivery Monitoring**	1
	1			Credit 2	**Increased Ventilation**	1
	1			Credit 3.1	**Construction IAQ Mgt. Plan**, During Construction	1
	1			Credit 3.2	**Construction IAQ Mgt. Plan**, Before Occupancy (flushout or IAQ testing)	1
1				Credit 4.1	**Low-Emitting Materials**, Adhesives & Sealants	1
1				Credit 4.2	**Low-Emitting Materials**, Paints & Coatings	1
1				Credit 4.3	**Low-Emitting Materials**, Flooring Systems	1
1				Credit 4.4	**Low-Emitting Materials**, Composite Wood & Agrifiber Products	1
	1			Credit 5	**Indoor Chemical & Pollutant Source Control**	1
1				Credit 6.1	**Controllability ot Systems**, Lighting	1
		1		Credit 6.2	**Controllability ot Systems**, Thermal Comfort	1
1				Credit 7.1	**Thermal Comtort**, Design	1
	1			Credit 7.2	**Thermal Comtort**, Verification -- occupant comfort survey	1
		1		Credit 8.1	**Daylight & Views**, Daylight 75% of Spaces	1
		1		Credit 8.2	**Daylight & Views**, Views for 90% of Spaces	1

1	0	2	1	Regional Credits	4 Points Possible	
	97232				**Project Zip Code**	
1				Credit 1.1	**SSc3: Browntield Redevelopment**	1
			1	Credit 1.2	**SSc5.1: Protect/Restore Habitat**	1
		1		Credit 1.3	**WEc2: Innovative Wastewater**, 50% flush load non-potable	1
			1	Credit 1.4	**MRc1: Building Reuse, 95%**	1
			1	Credit 1.5	**MRc3: Material Reuse, 5%**	1
		1		Credit 1.6	**MRc7: Certitied Wood, 50%**	1

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LANDSCAPING DESIGN NARRATIVE

OVERALL DESIGN CONCEPT

The site development surrounding the Oregon Convention Center Hotel (OCCH) provides programmatic and site specific responses to the various physical and environmental influences surrounding the building. Along the north side of the site, the hotel fronts NE Hassalo Place – a recently developed private drive between NE Martin Luther King lr. Blvd (MLK lr.) to the east and NE Multnomah St. to the northwest. The two primary entries along Hassalo Place create a strong sense of arrival to the hotel and provide the necessary access for visitors arriving by vehicle versus public transportation.

The east building entry engages the southeast plaza that fronts two heavily travelled corridors;|, the east- west public transit artery of NE Holladay St with a TriMet LRT platform at the south corner and the main southbound artery of MLK Jr. with bus stop access at the intersection. As well as providing a strong connection to public transportation and the Oregon Convention Center (OCC) to the south, the busy Holladay St. pedestrian corridor serves as a major circulation spine through the Lloyd District including connections to the Moda Center and the Willamette River Eastbank Esplanade. As a super block our site strategy engages the south building façade with the active NE Holladay right-of-way and provides a sequence of interesting and much needed ground level experiences along this primary hotel frontage and civic space.

The generously scaled south building entry and protective loggia provides a strong and convenient connection directly across Holladay St. to a main entry of OCC and west to the new parking garage across NE 2nd Ave. The proposed curb extension at the southeast corner of NE 2nd Ave. provides an opportunity for collection and treatment of street stormwater runoff compatible with the proposed design for the Holladay Green Street improvements coordinated through Portland Development Commission. The west building access serves both employees and service/loading vehicles. With the building constructed to the property line along NE 2nd Ave. site improvements include new tree strip planting and public sidewalks within the right-of-way.

The northwest building façade fronts NE Multnomah St. and although it does not have an entry along this edge, it provides more green space including stormwater collection and treatment harkening back to the Rain Garden along the south perimeter of OCC.

Site materials: A family of materials will be developed to provide continuity throughout the project. Higher activity areas will receive more attention to detail than other more residual spaces, however all materials are meant to work harmoniously and provide long lasting quality, sustainability and integrity to the project.

LOWER LEVEL AND LEVEL 1 - SITE IMPROVEMENTS

NE HASSALO PLACE

Main Northeast Entry -

The main entry at the northeast end of Level 1 opens onto a partially covered outdoor plaza. The entry connects NE Hassalo Place with two driveways ramping up onto the plaza for ease of pedestrian drop-off and quick vehicular circulation during peak arrival times. When not in use by vehicles, the plaza acts (and appears) as a safe pedestrian entry court graded to meet the adjacent sidewalks without interruption and providing universal access from either direction.

Northwest Entry -

The northwest building entry allows for direct access to and from loading of personal vehicles and buses curbside. To meet the grade changes at this end of the site, a generous upper landing is supported by 2 steps down to the public sidewalk. For unencumbered access to the sidewalk level, a gently sloped concrete walkway connects from the upper terrace under protection of the building overhang. Covered bike parking is provided along this sloped walkway at the outer edge.

Site Materials –

- PAVING
  All main entries of the building are paved with high quality materials compatible in color, rich in texture and patterned to enhance the adjacent building materials. The main north entry must be designed to hold up to the heavy vehicular use within the porte cochere environment.
  - Possible considerations are narrow precast concrete plank pavers, cast concrete architectural slabs, or cut stone pavers. Install pavers as sand set or mortar set over a supportive road base profile or concrete slab.
  - Truncated dome paving strip will be required at 3ð" width along the interface of vehicular and pedestrian zone for this curbless environment.
  - Adjacent walkways connecting the entries along Hassalo Pl. are 4" cast-in-place concrete sidewalks, typical to other public right-of-way walks along NE MLK Jr, 2nd Ave. and Multnomah St.

- BOLLARDS
  Lighted bollards are show at 8' on center along the transition zone of vehicles to pedestrians located within the 3ð" wide truncated domes tactile warning strip.

- ENTRY DRIVE
  The center island between driveways provides for a decorative and functional architectural element (or screen) intended to provide a clear designation for the vehicular access at street level as the entry point to the hotel and to screen the service drive across the street from within the hotel's main lobby. Accent lighting will be incorporated into this entry marker.

- WALLS and BENCHES
  Multi-level benches are incorporated into the site design surrounding the hotel to adapt to the many level changes along the building perimeter.

- LANDSCAPE
  Planting along Hassalo is primarily for stormwater collection and treatment, (reference civil narrative for specific facility design information). Two vegetated stormwater basins are along the curb edge and will be planted with a variety of low shrubs, grasses, groundcovers and possibly trees compatible with BES requirements.

  Ornamental planting areas at Hassalo reinforce the pedestrian seating areas as lush eddies to stop and sit awhile. These planters are at sidewalk grade and include a mix of deciduous and/or flowering trees, richly textured low ornamental shrubs and ground covers suitable for public spaces.

NE HOLLADAY STREET

East Entry -

The hotel lobby entry at the southeast end of Level 1 opens onto an outdoor plaza (SE Entry Plaza) fronting NE MLK lr and NE Holladay. This sunny south-facing 4,500 sf outdoor plaza provides direct access to/from Portland's public transportation systems as well as valuable civic space for the Lloyd District neighborhood. This prime eastside location affords the opportunity to incorporate such site amenities as ample public seating, casual outdoor dining, ornamental water features, artistic architectural and/or sculptural elements, innovative stormwater expression, and ornamental planting.

A barrier free connection to this entry connects from the public sidewalk along MLK lr. Blvd. Direct circulation from the LRT platform along the south edge is provided via generous open steps to the upper plaza level. In order to absorb the 5 feet grade change along Holladay St. a series of 15" – 18" high seatwalls (called stadium steps) are stacked at the transition from the entry plaza to the LRT station platform providing valuable seating space at the interface of this property boundary.

The outdoor dining terrace is at the same Level 1 finished floor elevation (118.0') and provides the opportunity for a series of stepped ornamental and stormwater planters to cascade down to the right-of- way supported by thin walls and lush plantings.

Southwest Entry -

The hotel entry at the southwest end of Level 1 opens onto a protected walkway (SW Entry Loggia) connecting to the parking garage across NE 2nd and the OCC across NE Holladay. The paved area at the building entry is retained along the south edge of the loggia to provide a reduced gradient along the length of this passageway. The continuation of stepped cantilevered benches, low raised planters and architectural screens continues the site them from the southeast plaza.

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Site Materials -

- PAVING
  Materials for the SE Entry Plaza, outdoor dining terrace, and SW Loggia would be similar to those described above for the main north entry. The pattern would be unique to these spaces working with the architectural features/materials and alignment of other site amenities. Along the edges of the SE Entry Plaza and SW Loggia the paving will transition to adjacent right-of-way materials;|, the concrete sidewalk at MLK Ir. and 2nd Ave or the brick pavers per Lloyd District Design Guidelines for Holladay St.

- LIGHTING
  Security and accent lighting will be incorporated throughout the open space to provide ample egress light as well as highlighting for special site walls, architectural screens, trees.

- WALLS and BUILT-IN SEATING
  Site walls supporting the stormwater facility and ornamental planter along the dining terrace could be sheet steel either painted, or weathered to work with building materials, as yet determined. These walls would vary in height depending on final grades for below grade connection to surface stormwater runoff from the plaza. Estimated height is from 2' to 4' tall.

  Seatwalls ('stadium steps') would be developed to work with other steps and seating elements. Options include: precast concrete, cast-in-place concrete with an architectural finish, or partially CIP concrete with hardwood seats.

  Multi-level benches ('cantilevered benches') are as described at the main north entry and continue along the length of Holladay where the building overhang allows for head clearance.

- LANDSCAPE
  To maximize the pedestrian circulation through the SE Entry Plaza planting is kept to a minimum. The planting of individual narrow evergreen trees is seen as an architectural accent to help provide a more pedestrian scale within the plaza and reinforce the corner with a signature planting for this civic space.

  The ornamental planters at the south edge of the dining terrace and at the SW Entry provide year-round seasonal interest with a combination of low flowering and fragrant shrubs, and groundcovers. The southeast stormwater planter would be planted to provide a variety of cleansing plants, textural changes and cascading plants along the south wall edge.

  Within the furnishing zone of Holladay St. new Armstrong maples are planted at approximately 25' on center. The continuous planting strip along the curb edge could be used as additional stormwater treatment from the public sidewalk or ornamental planting of low shrubs and ground covers. This additional planting strip will help to guide pedestrians to controlled and safe crossing locations across the Max line tracks.

NE 2ND AVENUE

Site improvements along this frontage are primarily new pedestrian sidewalks, curb cuts for the service/loading drive and new street trees and tree strip planting within the 4' wide furnishing zone. Refer to the civil narrative for additional information for the proposed curb extension.

NE MULTNOMAH STREET

The open space within the property boundary provides a valuable resource for treatment and storage of stormwater runoff collected from the Level 3 roof. Terraced planters of ornamental and stormwater vegetation create a rich layering of trees, shrubs, and groundcovers similar to the terraces along the Rain Garden of the south OCC but designed to thrive in the northern exposure of this location. Large stone plinths interlock the edges of the various steel framed planters, similar in form to those used in the plazas and entry courts but to a scale fitting of the grade changes along NE 2nd and NE Multnomah.

The conveyance system for stormwater being transferred from the upper roof level down to street level will include coordination with plumbing, civil and architecture. This expression presents an opportunity to artfully display the power and beauty of creative stormwater collection and treatment.

BUILDING LANDSCAPE AREAS

LEVELS 2 AND 4

Ecoroof –
The total area for Level 2 above the "Grab-N-Go" Market is approximately 1,400 sf. The total area available roof on Level 4 is 2,000 sf. With the exception of a 15-inch perimeter offset, it is anticipates that these roof areas will be planted with a pre-vegetated modular greenroof system. Examples might include:

- LiveRoof Deep module: 1' x 2' x 3 ½" (soil ð")
- The perimeter area will have a 15" offset of either loose aggregate with a steel edge restraint or unit pavers.
- Ecoroof will require drainage mat, lightweight soil, low growing plants and automatic spray irrigation.
  - Plants will be selected to final soil depth, solar aspect and desired planting pattern

Level 4 Flow-through Planter –
The stormwater planter will provide approximately 600 sf of treatment and storage of the Ballroom roof runoff. Please see the Civil Narrative for additional information regarding stormwater treatment.

LEVEL 3

South Terrace –
This is an accessible terrace and will also provide valuable stormwater collection and treatment. The stormwater flow-through planter will provide 1,000 sf of treatment area. Refer to civil narrative for more information on soil depth and water storage.

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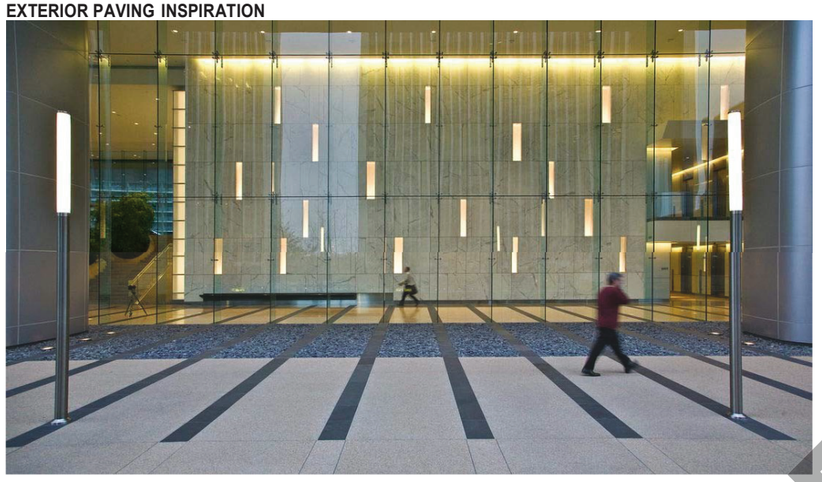
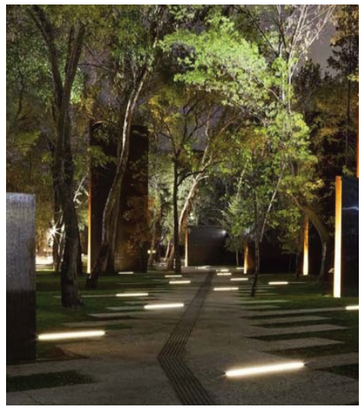
Along the south and east terrace perimeter is a built-in planter 4’ wide for ornamental plants that will cascade along the building wall. This planter will have approximately 3ô" depth lightweight soil mix and will include drainage mat and drip irrigation. All planter walls at this terrace will be designed for compatibility with adjacent exterior building materials. For building parapet information at all roof levels reference architecture.Options for the paved area of this terrace:

- Pedestal-mounted unit pavers specifically designed for rooftop installations
- Topping slab over base slab to meet finished floor elevation
- Sand set architectural slabs over roof slab.
- All areas of the terrace require subsurface drainage.
- Waterproofing and protection shall be provided as part of roof development.

EXTERIOR PAVING INSPIRATION



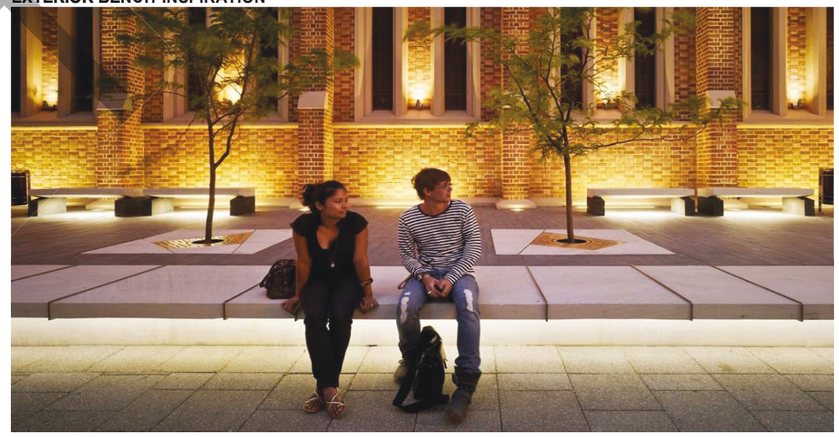


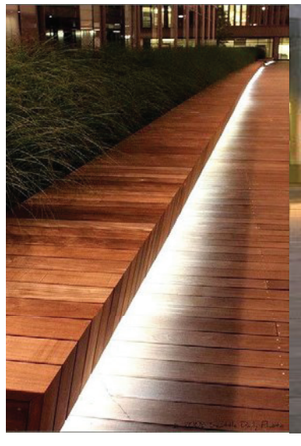






EXTERIOR BENCH INSPIRATION







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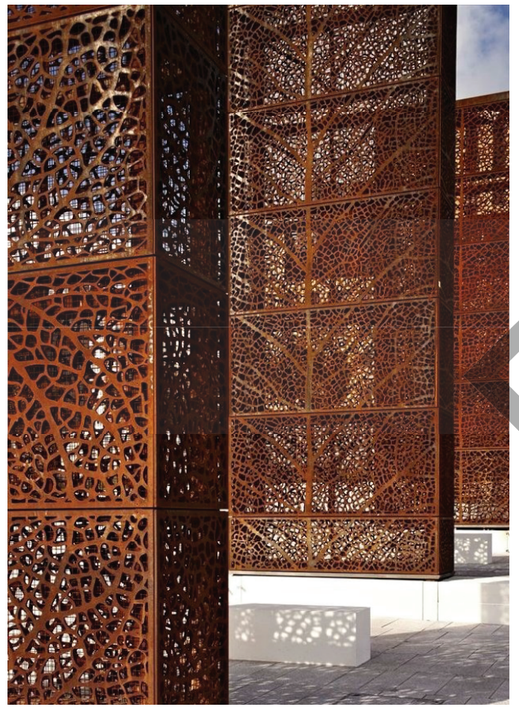
EXTERIOR ARCHITECTURAL SCREEN INSPIRATION



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CIVIL NARRATIVE

PROJECT OVERIEW

This project includes the construction of a new 15−floor convention center hotel and associated site improvements consisting of a public plaza, private access drive, porte−cochere and public sidewalk improvements. The site is located in the Lloyd District of northeast Portland and is a portion of a "super block" bounded by NE Martin Luther King Boulevard to the east, NE Multnomah Street to the north, 2nd Avenue to the west and NE Holladay Street to the south. The site area is approximately 1.8 acres and the building footprint consists of approximately 1.3 acres. Hassalo Place, a private shared access drive, fronts the project to the north. Hassalo Place is shared with the Block A apartment project currently under construction on the same super block. Loading activities for the hotel will occur from a new commercial driveway off of NE 2nd. The public light rail system operates three lines in NE Holladay Street. The Oregon Convention Center is just south of the site across Holladay. A new parking garage serving the hotel will also be constructed on the block just to the west of the site. The parking garage project is not discussed in this narrative.

SITE DEMOLITION

In order to facilitate new construction, the entire site south of Hassalo Place will need to be cleared including the demolition of two existing building structures, a variety of existing surface improvements (e.g. pavement, retaining walls, etc.), a temporary stormwater management basin, and removing and/or abandoning existing utilities. The Block A contractor will construct the private access drive to the wearing course to serve as construction access for the hotel contractor.

EARTHWORK AND GRADING

The topography in the adjacent public frontages and in Hassalo Place has a major impact on the required earthwork and grading for this project. In general the existing grades slope from NE to SW with longitudinal slopes of roughly 5% in Holladay, 7% in 2nd and 6% in Multnomah. Hassalo Place is designed to have a low point at the start of the horizontal curve when heading west from MLK. The slope from MLK to the low point is roughly 4% and from Multnomah to the low point is less than 1%. Because of the varying topography from one side of the site to the other, the hotel finished floor elevation is 118' at the north and east sides and 101' at the west end. The lower level takes up roughly half of the building footprint. Excavation and temporary shoring will be required along portions of the frontage in Multnomah and possibly Holladay.

STORM DRAINAGE AND STORMWATER MANAGEMENT

The City of Portland requires stormwater management for flow and volume control and pollution reduction. The required design techniques are governed by the 2014 Stormwater Management Manual (SWMM) under the authority of the Bureau of Environmental Services (BES) and the extent to which the existing conditions at the project site can support the SWMM's Stormwater Infiltration and Discharge Hierarchy. In general BES requires infiltrating stormwater in vegetated facilities to the maximum extent feasible.

This project is located in a part of the City served by public combined sewers with limited infiltration rates at shallow depths. This fact coupled with the ratio of building to available site, leaves little area for stormwater infiltration in vegetated facilities. These constraints put the project in Category 4 of the Hierarchy with the most stringent flow/volume control requirements: detain peak flows from the developed condition during the 25−year, 24−hour storm event to flow rates from the pre−development condition during the 10−year, 24−hour storm.

The proposed design incorporates the following management techniques to meet these requirements:

- Impervious area reduction by maximizing green "eco−roof" areas on the building.
- On−structure flow−through planters
- At−grade flow−through planters with open bottom promoting infiltration
- At−grade flow−through planters with lined bottom allowing no infiltration

Eco−roof areas are planned on Level 4 and Level 2 and cover approximately 3,200 sf of roof area. The eco− roof will likely consist of a simple tray system with details provided by the landscape architect. BES requires the system to have at least 4 inches of growing medium per Typical Detail SW−100 located in the Appendix.

The on−structure flow−through planters provide both pollution reduction and flow/volume for roof runoff. They are located on Level 3 just north of the ballroom (600 sf) and southeast of the tower at the Regency Club Terrace (1000 sf). Sections are shown on C1.31 for each planter as the thicknesses of the different layers vary.

The at−grade flow−through planters also provide pollution reduction and flow/volume control. There are two unlined planters with open bottoms to promote infiltration collecting runoff from the south half of Hassalo Place. One planter is located near MLK to the east of the porte−cochere and a larger planter at the horizontal curve at the road's low spot. The larger planter consists of an additional storage chamber under the sidewalk. These planters have been designed with an infiltration rate of 1.2 inches per hour to match the design of the flow through planters along the north side by the Block A civil engineer. The infiltration rates will need to be verified for this project by a geotechnical engineer.

There are also two planters with lined bottoms collecting runoff from the Level 3 roof north of the ballroom and from the public plaza space near MLK and Holladay. These facilities are lined due to their proximity to building foundations and the public right−of−way.

All of the flow−through planters consist of similar details and layers of varying thickness. From top down there is layer of free water storage, plantings per the landscape architect, an 18−inch minimum layer of standard vegetated facility growing medium, and an underdrain layer. The underdrain layer consists of EcoRain proprietary drainage cells that provide additional storage volume when compared to traditional drain rock. Each planter will also need an overflow drain with beehive grate and a floor drain at the bottom.

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The growing medium specifications and EcoRain product information are provided in the Appendix. Ultimately the building roof runoff will be routed to an existing 48−inch combined sewer in 2nd Avenue via a 12−inch separated storm lateral at the SW corner of the building. The planter at the NW corner of the site will connect directly to the same combined sewer in 2nd Ave as well. The planter at the SE corner of the site in the public plaza area will be routed under the building slab and connect to an existing combined sewer manhole in the Holladay sidewalk in vacated NE 3rd Ave. Finally, the two planters at Hassalo Place will connect to an existing private storm lateral constructed by and shared with the Block A development. Backwater valves and P−traps are required for storm lines before connecting to the combined sewers.

SITE UTILITIES

Water and Fire Protection -

The hotel will be served by the existing 12−inch public water main in NE Multnomah St. A new 8−inch service connection is proposed for fire protection. Prior to entering the building, a 4−inch domestic service and meter will branch off the new 8−inch line. An existing 2−inch domestic meter currently serving 1020 NE Multnomah St will be reused to supplement the potable water needs. All of the water services will enter the building in the lower level at the Water Service Room. The double check detector valve assembly for the fire protection service and double check valve assemblies for the domestic services will be located within this room.

Two 30,000 gallon fire protection storage tanks and a fire pump are proposed adjacent to the lower level partially under the Level 1 slab. Access to these tanks will be from manholes located outside of the building footprint in the Hassalo Place sidewalk. The tanks and pumps will be specified by the Fire Protection Engineer.

Sanitary Sewer -

The building sanitary sewer will be routed to the SW corner of the building and conveyed to the existing 48− inch combined sewer line in NE 2nd Ave via a new 12−inch private sewer lateral.

PAVEMENT DESIGN

The Design-Build team has based its scope of work on the understanding at the time of this submission is that the Block A contractor will construct the pavement in Hassalo Place per the sections and details on C301 of the Block A drawings (see Appendix) to a the wearing course level. The hotel contractor will provide the top lift at the end of construction .

The bus drop off for the hotel closer to Multnomah will consist of Portland cement concrete pavement and the vehicular area at the porte−cochere will consist of unit pavers (per the landscape architect) over a concrete base slab.

Pavement design recommendations for this project should be provided by the geotechnical engineer.

PUBLIC WORKS IMPROVEMENTS

Public works improvements will be fully defined by PBOT in upcoming Major Project Group meetings, the Conceptual Public Works Submission meeting and as results of the Traffic Impact Study (TIS) are realized. The improvements shall meet the Lloyd District standards. Assumed public improvements are shown on C1.10 and C1.30 and include new sidewalks, curbs, asphalt paving, street lighting and storm drainage work. A 4 −foot wide property dedication is required along the Holladay frontage as well as a triangular−shaped dedication at the NW corner of the site. KPFF assumes that since there is currently 12 feet of sidewalk width along Multnomah that no additional dedication along this property frontage is required.

A curb bulb and green street style flow−through stormwater planter are currently proposed in NE 2nd Ave just north of Holladay. The standard details for which are included in the Appendix. This curb line revision is pending approval from PBOT and could also be affected by the TIS if PBOT requires the intersection to be closed.

At the SE corner of the intersection of NE 2nd and Multnomah, there is also a proposed curb line revision to align the 12 foot wide sidewalk corridor with the property dedication. This curb revision is also pending PBOT approval.

STRUCTURAL NARRATIVE

STRUCTURAL DESIGN CRITERIA

CODES AND STANDARDS:

IBC 2012 - International Building Code – as adopted and modified by the City of Portland

ASCE 7 - Minimum Design Loads for Buildings and Other Structures, published by American Society of Civil Engineers

ACI 301 - Specifications for Structural Concrete, published by American Concrete Institute

ACI 318 - Building Code Requirements for Structural Concrete, published by American Concrete Institute

ACI 530 - Building Code Requirements for asonry Structures, published by American Concrete Institute

AISC 360 - Specifications for Structural Steel Buildings, published by the American Institute of Steel Construction

AISC 348 - Specification for Structural Joints using ASTM A325 or A490 Bolts, published by Research Council on Structural Connections

AWS D1.1 - Structural Welding Code, published by American Welding Society

Additional specifications and design standards, as applicable, will also be utilized during the design of the structural building systems.

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DESIGN LIVE LOADS:

All design live loads are based on the requirements of the IBC and ASCE 7, except the typical office live load has been increase by 10 PSF to provide additional capacity for tenant flexibility.

Assembly	100 PSF
Hotel Residential	40 PSF
Office (Typical)	50 PSF + 20 PSF Partition Load
Retail	100 PSF
Amenity	100 PSF

STRUCTURAL SPECIFICATIONS

All concrete construction shall be per the latest editions of ACI 301 and ACI 318.

Form work may be removed from post-tensioned elevated slabs after all tendons have been stressed (3 – 5 days). Form work may be removed from any mild reinforced slabs after the concrete has reached 75% of the design strength.

A liquid membrane curing compound shall be applied, in two separate coats, to all concrete slabs in accordance with ASTM C 309. The curing compound shall be applied directly afterfinishing work is complete and after the initial coat becomes tacky.

Formwork may be removed from columns and shear walls after (7) days.

CONCRETE MIX DESIGNS

MEMBER	STRENGTH (PSI)	TEST AGE (Days)	MAXIMUM AGGREGATE SIZE
Foundations	4,000	28	1”
Slab-on-Grade	4,000	28	1”
Elevated Slabs & Beams	6,000	56	¾”
	3,000	3	
Columns	8,000	90	¾”
Shear Walls	8,000	90	¾”

Concrete exposed to the exterior environment shall have a minimum air content of 5%. Air content of +/- 1-1/2% is acceptable.

Concrete used for elevated slabs shall have a maximum water to cementitious ratio (based on total cementitious materials) of 0.35. The shrinkage limit for all elevated decks shall be 0.035% at 28 days.

REINFORCING STEEL AND POST-TENSIONED TENDONS:

Steel reinforcing is Grade 60 per ASTM A615 or ASTM A706.

Post-tensioning tendons are ½” diameter, 270 ksi, un-bonded, fully encapsulated, low relaxation tendons per ASTM A416. Post-tensioned design is based on a final effective force of 26.8 kips per tendon. Slabs may be stressed when the concrete reaches an effective strength of 3,000 psi and shall be stressed within (4) days of placing concrete.

Studrails shall be as manufactured by "DECON", installed in accordance with the manufacturer's instructions using chairs provided by the manufacturer to position rails at proper height. Studrails shall conform to ASTM A1044.

STRUCTURAL SYSTEMS

TOWER FRAMING SYSTEMS:

The main tower structural system will consist of post-tensioned concrete slabs, reinforced concrete columns, and reinforced concrete shear walls. The foundation system will consist of concrete auger cast piles with cast in place concrete pile caps.

The majority of the hotel level post tensioned slabs will be 7 ½” thick flat slab with studrail reinforcing at columns to resist punching shear. The slab in the suite area in the southeast corner of the hotel levels will be 7 ½” thick with 15” deep by 48” wide wide-shallow beams in order to span over the pool on Level 3.

The Level 3 slab will have an average thickness of 9” and will have studrail reinforcing at columns. The pool area will include a dropped slab and several concrete beams.

The roof deck and green roof areas will require a soffit step in order to accommodate pavers, waterproofing and planters.

The Level 2 slab will have an average thickness of 10” and will have studrail reinforcing at columns. The exterior decks will require a soffit steps in order to accommodate pavers and waterproofing.

The Level 1 elevated slab will have an average thickness of 12” and will have studrail reinforcing at columns. There will likely be several slab and soffit steps to accommodate elevation and finish changes.

All slabs on grade will be 6” thick reinforced concrete slabs. Pile caps will be 3’-0” to 5’-0” thick depending on location

There will be approximately 200 lineal feet of 18” thick concrete shear wall per level. Shear walls will be concentrated around elevator and stair cores as indicated in the architectural plans.

BALLROOM AREA FRAMING SYSTEMS:

The ballroom area structural system will consist of 2½” slab on 3” metal deck floors over conventional structural steel beams and long span steel trusses and a 2” metal deck roof over conventional structural steel beams and long span steel trusses. All

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columns will be structural steel and will bear on concrete pile caps and concrete columns. The lateral system will consist structural steel braced frames.

The porte-cochere will consist of 1½" metal deck roofing over architectural structural steel beams and columns.

The market area will consist of 1½" metal deck roofing over architectural structural steel beams and columns.

MISCELLANEOUS FRAMING SYSTEMS:

Concrete planters and curbs will be 6" thick and CMU partition walls will be 8" thick.

Roof screens will be structural steel and will require added structural steel support in the roof framing below.

Metal stud framing for penthouses and exterior structural wall panels will be 6" 18 gage at 16" on center.

STRUCTURAL BUDGET QUANTITIES

All structural budget quantities provided below include an allowance for reinforcing bar laps, construction joints, trim bars, post-tensioning back-up bars, bolts, and connection plates. DCI quantities do not include waste factors, support bars, or post-tension anchor weights. The contractor/estimator shall allow for appropriate waste factors and any required support bars.

All quantities are based on Square Foot of Elevated Deck (SFED) for the applicable framing system. SFED is defined as the surface area of all suspended concrete structural decks. Deductions for mechanical, stair and elevator openings are not required.

CONCRETE REINFORCING QUANTITIES:

LOCATION	QUANTITY
Foundations	0.85 LBS / SFED
Columns	1.70 LBS / SFED
Shear Walls	3.25 LBS / SFED
Hotel P-T Slabs	
Mild Reinforcement	1.95 LBS / SFED
P-T Tendons	0.80 LBS / SFED
Level 3 P-T Slabs	
Mild Reinforcement	1.95 LBS / SFED
P-T Tendons	0.80 LBS / SFED
Level 2 P-T Slabs	
Mild Reinforcement	1.95 LBS / SFED
P-T Tendons	0.80 LBS / SFED
Level 1 P-T Slabs	
Mild Reinforcement	1.95 LBS / SFED
P-T Tendons	0.80 LBS / SFED
Slab-On-Grade	0.40 LBS / SF

STRUCTRUAL STEEL QUANTITIES:

LOCATION	QUANTITY
Standard Floor Framing	11.0 LBS / SFED
Roof Framing	10.0 LBS / SFED
Long Span Floor Framing	20.0 LBS / SFED
Shear Walls	2.25 LBS / SFED

MECHANICAL NARRATIVE

BASE SYSTEM CRITERIA

LOADS:

Loads for the three main areas of the building are preliminarily as follows:

Space	Tons
Back of House	360
Public Spaces	280
Guest Rooms	500
Total	1140

CENTRAL PLANT

A central plant will be located on the roof of the tower. It will contain the following:

1. High efficiency heating water boilers
2. Open cooling tower
3. Condenser water heat exchanger
4. Condenser water pumps
5. Cooling tower pumps
6. Heating water pumps
7. Air separator
8. Chemical treatment (closed and open loop)
9. Domestic water heaters for the tower
10. Domestic hot water storage tank.

The heating boilers will provide all of the heating energy for the entire building. Services to the central plant will be routed through a pipe chase down to the podium.

The system would be sized for a 15F delta T, resulting in around 2,300 GPM. Mains would be sized at 14−inch. Total heating load for the project is estimated to be 9,000 MBH.

Piping materials will be steel for sizes over 2−inch and type L copper or 2−inch and smaller.

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TOWER

Cooling and heating for each guest unit will consist of a single vertical high rise water source heat pump with integral pipe risers. Heat pumps will be located at the perimeter of the room with adjustable supply grilles. Capacity will be approximately 1.5 tons on the south side and 1.0 tons on the north side for each unit. Copper condenser water piping will be run vertically in risers the entire height of the tower and collected at the fourteenth floor ceiling space.

Outdoor air for the guest units will be delivered via multiple supply air shafts located near the corridor. Shafts will serve to ventilate the guest units and the corridor. A separate tap off of the supply riser will be provided for each, complete with fire smoke damper. Supply air to the guest units will be ducted with sheet metal above the celling of the corridor and then into each unit with a 4−inch duct sleeve with fire stop material around the wall penetration. Flexible duct will be provided for acoustical reasons from the sleeve to a supply grille in the unit providing 30 CFM.

Supply air for the corridor will be provided off of the second branch of each supply riser, ducted to a ceiling supply grille.

Supply air for vending machines will be via separate connection off of the corridor supply duct.

Supply for the linen area on each floor will be via a separate tap with fire smoke damper from the central supply air riser.

Exhaust for each toilet room will consist of a 30 CFM duct connection, ducted to a sub−duct exhaust riser located within the toilet room plumbing wall (larger units such as suites will have additional ventilation provided per code). Each exhaust riser will rise up to the 14th floor ceiling and connect to a horizontal duct in the ceiling space of the 14th floor.

Exhaust for the vending machine heat and the linen room will be via separate sub−ducted riser.

Exhaust for the corridor supply will be via increasing the size of a select number of guest unit exhaust risers.

Makeup air for the supply air shafts will be located on the roof above the shafts at the east and west ends of the roof. It is anticipated that these units will be 8,500 CFM and will require heat recovery per Oregon Energy Code. A makeup air system serving the center of the building will consist of either one 16,000 CFM heat recovery unit to serve the central shaft serving the guest units, vending, linen and corridor area.

Energy recovery ventilators for the tower will consist of fans, filters, hot water coils piped to condenser water, and DX cooling.

Total tower makeup air is estimated as follows:

Guest Units	18980
Corridors	9000
Housekeeping and Linen	1800
Ice/Vending Machine	3000
Total Tower Makeup Air	32780

Pressurization fans will be provided for two stairwells with a total fan capacity of about 1,000 CFM per door. Assuming 14 floors and one door per floor, this equates to 14,000 CFM per fan. We envision one fan at the roof for each stair with motorized damper. Vertical ducting adjacent to the stair is not anticipated. Vane axial fans will be provided with VFD's. An adjustable relief vent through the roof will be provided for each stairwell. Elevator shafts will not be pressurized due to the presence of lobbies. Low rise stairs will not be pressurized per City of Portland.

PODIUM

The podium is assumed to be a return air plenum throughout. Ductwork will be galvanized sheet metal per SMACNA standards.

These areas will be provided with local water source heat pumps in each zone. Ballrooms that are divisible shall have multiple heat pumps such that each divisible room shall have independent zoning. Where possible, heat pumps will be ganged together to provide strategic service mezzanines to allow for ease of maintenance, central connection for electrical and condensation drains. Depending on space constrains the heat pumps may also be located adjacent to each area that is being served.

A ducted system of outdoor air will be provided to each heat pump. Outdoor air for each heat pump will be regulated by volume dampers in a constant volume system. Demand control ventilation will not be provided as makeup air will be provided by heat recovery ventilators. The heat recovery unit(s) will provide heating to temper the air to the heat pumps to a minimum of 60F. Units will consist of a fan, filters, hot water coil and heat wheel. Cooling for the air will be located within each zone's heat pump capacity. The makeup air unit heat will use heat directly from the condenser water loop using a hydronic coil. The units would be located on the roof of the podium, behind the north screen wall.

Total air capacity is 50,000 CFM not counting pool or kitchen makeup air.

RETAIL TENANT

Each space would be provided with a stub to the condenser water system for installation of a water source heat pump. Louvers for ventilation and exhaust will be provided in the shell to accommodate future tenant improvements if deemed necessary

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LOADING DOCK

The Loading Dock will be ventilated at 0.75 CFM per square foot with a sidewall exhaust fan and louver. A short duct will extend the exhaust to the back of the bay. Makeup air will be via the open doors.

KITCHEN EXHAUST

The system proposed includes one grease exhaust fan for each kitchen, one for the Banquet Kitchen and one for the Main Kitchen. Per code it is assume that each kitchen will not be subdivided into more than one air space. Per the OEESC, systems over 5000 CFM are required to have variable volume kitchen exhaust systems. It is assumed that each kitchen will be over this amount. The grease exhaust for the Banquet Kitchen will go directly up through the roof. The grease exhaust for the Main Kitchen will be routed up through the second and third floors to the third floor roof on the north side of the tower. An alternate location for the third floor tower wall is being considered. The duct will be provided with access cleanouts at 20foot intervals and low point sumps every 150 feet, with the duct sloped at 2%. The grease duct will be wrapped in a 2-hour sheet rock enclosure or wrapped with 2-hour UL listed insulation.

An additional Type 2 hood is assumed in each kitchen for dishwasher exhaust. Extensive lengths of ductwork for this will have drains and be welded to prevent leaks.

KITCHEN MAKEUP AIR

Each kitchen will have a makeup air unit that will only heat the air to 60F and will not cool the air. Code requires that at least 60 percent of the kitchen hood makeup air be uncooled or evaporative cooled.

The makeup air unit will provide heat directly from the condenser water loop via a hydronic coil. This will enable heat recovered from elsewhere to be used for makeup air. The units will be provided with variable speed drives on the fans to track the code required variable speed kitchen exhaust system.

SWIMMING POOL

The pool area will be served by a packaged dehumidification unit that will circulate air in the space and maintain humidity between 40-60% RH and temperature at 82F. The unit will be water cooled and will be able to reject heat to the building condenser water loop if needed. An outdoor air louver will be provided for ventilation air to this unit. An exhaust fan will be provided to exhaust air from the space and maintain a slight negative pressure in the space with respect to the circulation space.

GENERATOR

The emergency generator is assumed to be approximately 2.5 megawatts. This requires a discharge cooling louver approximately 180x128 in size. Sheet metal transitions between the engine generator and the louver will be provided. Sound traps for acoustical treatment are not provided at this time until acoustical evaluation is performed.

PLUMBING NARRATIVE

BASE SYSTEM DESCRIPTIONS & CRITERIA

CODES:

2014 Oregon Plumbing Specialty Code Systems

DOMESTIC WATER SERVICE

City Water Service -

Six inch main with four inch water meter. Anticipate a six inch DCVA located at exterior building in a vault.

Note: Hyatt Design Criteria requires two connectors to two different mains. At this juncture, the design team is not expecting to meet this Hyatt requirement.

Design will include triplex booster 33% / 33% / 33% at ground level with expansion tank at penthouse mechanical room and will serve only the tower hotel rooms. Minimum pressure to any fixture is 25 psig. Piping materials will be Schedule 10 SS roll groove for 3-inch and larger with TYPE L copper and sweat or brazed joints for 2.5- inch down to one half inch with PEX pipe and fittings utilized within walls and hotel rooms. Per Hyatt Design standards, kitchens, laundry, and public spaces, domestic cold and hot water systems will utilize street pressure as well as sixteen guest rooms on the third floor. Distribution system will be zoned by main SOV's. The tower will be designed into a single pressure zone and circulated back to the main water heater system to maintain zone hot water temperature. All branches and risers off mains will be valved with a valved and capped branch for draindown. Install hose bibbs at 150 feet centers in parking, Porte Cochere and at exterior of the building. Install hose bib's at all mechanical rooms. Install hot and cold water hose bibbs at trash rooms.

DOMESTIC HOT WATER SYSTEMS

Temperatures at fixtures:

- Public areas and other hand washing facilities will be at 120 degree Fahrenheit /with tempering ability to deliver 110 degree hot water to hand sinks.
- 120 degree Fahrenheit for hotel rooms
- Dishwashers/kitchens 140 degree Fahrenheit

Delivery criteria are based on no longer than fifteen meter hot water branch piping to any one fixture. The main hot water systems will be divided into two areas.

The tower system (120 degree Fahrenheit) will consist of high efficiency condensing type boilers; two (2) capable of each 1938 gph recovery @ 90 degree rise and two (2) 650 gallon vertical storage tanks at the Penthouse mechanical room. Pipe such that either system could be bypassed.

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Each Ball Room kitchen (140 degree F) will consist of two high efficiency condensing type water heaters; two (2) capable of 500 gph each at 100 degree rise and vertical (2) 125 gallon storage tanks.

Restaurant kitchens (140 degree F) will consist of high efficiency condensing type water heaters; two (2) 250,000 each capable of 500 gph each at 100 degree rise and vertical (2) 125 gallon storage tanks.

The restaurants and ballroom hot water systems will be located at the northwest corner of the street level and would have sidewall flues and combustion intakes.

Public Area Restrooms and such will be supplied with 110 degree Fahrenheit hot water via local elect water heaters adjacent to said areas.

GREASE INTERCEPTORS

Each kitchen (restaurant and ball room) will be provided with a gravity type in ground grease interceptor sized at 307 DFU each = 2,500 gallon interceptors for each. To be installed in the parking level at slab on grade. We will need written permission from Hyatt to place the grease interceptors at the parking/loading dock as Hyatt design criteria require exterior of the building but this will not be possible on this site.

WASTE AND VENT

Materials shall be as follows:

- Sanitary Underground Waste: Service weight cast iron with standard no-hub couplings
- Sanitary Above Ground Waste: Same as underground except on main vertical risers provide extra heavy couplings
- Below Ground Vent - ABS co-extruded pipe with solvent weld fitting
- Above Ground Vent - ABS co-extruded pipe with solvent weld fitting Note: provide plenum rated materials within plenums

Note: No yolk vent design - waste stacks will utilize 60 degree offsets Storm Drain System

STORM DRAIN SYSTEM

Materials shall be as follows

- Underground Drainage: Service weight cast iron with standard no-hub couplings
- Above Ground Drainage: Same as underground except on main vertical risers provide extra heavy coupling

Intent is to flow all room storm drainage through storm water treatment planters on site/Building as designed by civil engineer and landscape architect.

Note: At tower roof overflow system will connect to common SD riser at floors four and D overflow system will connect to SD risers but utilize a Froet sensor to alarm.

NATURAL GAS

Gas service will enter at the ceiling level of Parking Level. The meter and regulator will be located exterior in screened alcove. Provide house meter and meters to serve tenant restaurants / retail. Gas will be routed throughout the building to the domestic hot water boilers, pool boilers, food service/restaurants and mechanical equipment boilers.

Natural gas piping will be scheduled 40 black steel with black malleable fittings 2-inch and smaller, 2.5 inch and larger to be sch4 blacksteel pipe with welded fittings.

FUEL OIL SYSTEM

A fuel oil system will be installed to provide fuel oil to the emergency generator. The system will consist of a remote fuel fill port located at the exterior of the building at the ground level NW corner. Piping from the fuel fill will be routed to a belly tank under the generator. Vents (3) from the fuel storage tank must terminate through the sidewall of the building no more than 12 feet above the tank at the west side of the building.

Fuel piping will be schedule 40 black steel piping with black malleable threaded fittings.

PLUMBING FIXTURES

Following maximum flow rates will be required at the plumbing fixtures:

- Hotel Rooms
  - Standard Floor Mount Water Closets: 1.28 Gallons Per Flush elongated, with closed seats
  - Lavatory Faucets: 1.5 Gallons Per Minute
  - Showerheads: 2.0 Gallons Per Minute
- Public/Retail Spaces
  - Water Closets: 1.28 Gallons Per Flush elongated with open front seats
  - Lavatory Faucets: 0.5 Gallons Per use
  - Kitchen Faucets: 1.8 Gallons per Minute Aerators
  - Urinals: 0.5 Gallons Per Minute

SWIMMING POOLS/SPA

Provide utilities to serve equipment gas, 6-inch sanitary waste vent and 2-inch cold water makeup/pool fill.

RETAIL TENANTS

Provide a 4" sanitary connection, 3" sanitary vent and a 1" CW stub - valved and capped at lease space.

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ELECTRICAL SYSTEMS NARRATIVE

PURPOSE:

This Basis of Design summarizes the anticipated design direction and describes the systems being provided for normal power, emergency power, lighting, technology systems rough- in, and other building systems pertinent to this project.

GENERAL DESCRIPTION:

New 14 story tower. The approximately 430,000 sf tower will be located on NE Holladay Street and bordered by NE 2nd Avenue and NE Multnomah. The building will contain ballroom spaces, meeting spaces, a full-service restaurant, kitchens, and approximately 600 rooms.

CODE, STANDARDS AND RELATED REQUIREMENTS:

The below listed documents have informed the Basis of Design and utilized to form the minimum design elements:

- 2014 Oregon Structural Specialty Code (OSSC)
- 2014 Oregon Electrical Specialty Code (OESC)
- 2014 Oregon Energy Efficiency Specialty Code (OEESC)
- 2014 Oregon Fire Code (OFC)
- 2014 NFPA 70 National Electric Code with Oregon Ammendments
- PacifiCorp Electrical Service Requirements
- Hyatt Design Recommendations & Minimum Standards dated 2010
- Hyatt Engineering Recommendations & Minimum Standards dated 2011

SITE UTILITIES

We have met with representatives of PacifiCorp (PPL) to discuss the options available for service, vault location and vault requirements for delivery of power. The site electrical system will consist of primary distribution at 12.47kV via the downtown PPL system. Two 4" PVC conduits will be extended from an existing vault either at the east end of Hassalo Place at the entrance to "Block A" or from an existing vault on the north side of Multnomah Street approximately midway between Legacy Health and the Trimet bus stop to transformer vault(s). We are estimating that each of two utility transformers will require a vault approximately 11' wide, 24' long, and 10' tall. We are in the process of finalizing this coordination with the utility. PPL is in the process of upgrading their distribution system and hasn't determined which utility substation would ultimately serve our new building. PPL has indicated that for additional reliability, they could bring service conductors from both existing vaults. In this case two 4" conduits would need to come from each existing vault to a new 712 vault which can be located either in Hassalo Place or 2nd Avenue. The Basis of Design assumes that service will not be required from multiple PPL substations and thus we have not included any costs in the project for services from multiple PPL substations. The two 4" service conduits would then come from the new 712 vault to the transformer vault(s). The transformers will be connected to a collector bus. The collector bus is anticipated to be located in a dedicated room within the building. This room will have approximately ten 4" conduits going to each of the PPL transformers.

From the "collector bus" room to the main electrical room there will be underground conduit duct banks of eight to ten 4" conduits to each of three main switchboards. Each feeder connection will have the same amperage rating as the switchboard it serves. The anticipated fault current for the distribution system is approximately 95,000 amps.

PPL to furnish, install and maintain transformers, primary cables, meters and connection of secondary service cables between the collector bus and the PPL transformers. Earthwork, site conduits and underground vaults will be provided by our team. Secondary horizontal feeders from the collector bus to the Main Switchboards are provided by our team (standard installation).

MAIN ELECTRICAL SERVICE ENTRANCE EQUIPMENT

A main electrical distribution room is anticipated to be located at the lower level.

The main service entrance equipment will consist of three switchboards of various ampacities, all rated 480Y/277 Volts, three phase, four wire. Each switchboard will include a EUSERC section for utility metering. There will be three utility meters remote mounted on the building exterior. Each switchboard will have front and rear access and draw out circuit breakers rated for 100kAIC minimum. Each switchboard will have a separate service entrance feeder from the collector bus.

Switchboards will provide power at 480V, 3 phase, 4 wire. Larger loads such as HVAC equipment and elevators will be served through distribution panels or switchboards. A portion of the 480V power will be stepped down further to provide 120V power to the public space receptacles.

Entry doors to the main electrical room will be oversized to accept equipment. Path through the building to this room needs to be verified for clearance.

Building Power risers will originate in this room.

All cabling shall be aluminum (in lieu of copper) for the main feeder(s), buss duct, switchgear, panelboards and transformers. This is a deviation from the Hyatt Standards.

NORMAL POWER:

The main switchboards will distribute 480Y/277 volt power to electrical distribution rooms located on each floor. The tower floors will be serviced from one of the switchboards via a 2500 Amp bus duct rated 480 volts. This will be used to distribute power to each of the floors for lighting, power and mechanical loads. Another switchboard will serve the platform needs (lower level thru third floor) as well as the roof and fire pumps, the third

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switchboard will serve the normal power side of the automatic transfer switches (ATSs). There will be a distribution electrical room located on every floor, stacked on tower floors. This electrical room will house the bus duct risers, 480 volt panels, lighting control panels, transformers, 208 volt panels and connections points for the fire alarm systems and other ancillary electrical systems. Additionally on the guest floors there will be an electrical closet in each wing housing 208V branch panels. Other branch panels will be located where loads and Hyatt standards dictate, pool area, kitchens, ballrooms, etc.

PPL metering will be provided at each service entrance switchboard. No sub-metering is included.

All cabling shall be aluminum (in lieu of copper) for the main feeder(s), buss duct, switchgear, panelboards and transformers. This is a deviation from the Hyatt Standards.

MC cabling shall be used for all branch wiring for convenience outlets and lighting. This is a deviation from the Hyatt Standards.

EMERGENCY POWER

Located within the building in a room separate from the normal power distribution system will be an emergency power distribution room as well as a separate room for the generator. It is anticipated the generator and Emergency Power equipment rooms will be located at the lower level.

The guestrooms will not be served with emergency power for convenience outlets; only for code required fire/life/safety systems. This is a deviation from the Hyatt Standards.

A 2,500 kW generator @ 480V is anticipated to accommodate Emergency Power, Legally Required Standby, and Optional Power loads. The generator will also have limited spare capacity to support load growth within the facility.

The diesel engine generator and associated automatic transfer switches and auto-start capability on loss of commercial power will be used to power the following:

- Emergency System: Egress Lighting, Fire Alarm System, Distributed Antennae System (DAS).
- Legally Required Standby system: One elevator in each elevator bank, pressurization fans, certain exhaust fans, fire pumps (note that each fire pump will typically have its own dedicated combination motor starter/automatic transfer switch)
- Optional Standby System: 1st floor kitchen and restaurants, 1st floor main reception/circulation, and third floor regency club. We have also included one light and one power outlet per unit on a shared emergency circuit in hotel rooms.

Transfer switches will be 4 pole, contactor type.

660 gallons of fuel is the upper limit without incurring significant added cost to construction. 660 gallons of fuel is equivalent to 3.8 hours of runtime for a 2.5MW generator running at full load, or 4.7 hours of runtime for a 2.0MW generator.

A remote fuel fill station is anticipated.

ROOF-TOP ELECTRICAL SYSTEMS

Support of Mechanical HVAC Systems

- All electrical control equipment located in interior spaces. No NEMA 3R equipment
- All Across-the-line starters with HOA control by Electrical. All motors 10 horsepower and above will require reduced voltage starters or VFD's.
- ALL VFD's by Mechanical with internal disconnect switches

Elevators and Elevator Machine Rooms

GROUNDING SYSTEM

Copper ground rods will be installed under the building and connected together with a #3/0 Cu ground wire.

Building reinforcing bars should be tied together and joined to the grounding system.

Building central ground bar in the main electrical room will be tied to the main switchboard per the NEC.

Separate electrical riser system with ground bars installed in each communications room and electrical rooms on each floor.

A separate green electrical power ground will be installed in each conduit in addition to the path provided through the metallic conduit.

LIGHTNING PROTECTION SYSTEM

A lightning protection system will **not** be provided for this facility as it exceeds minimum code standards and is not common practice for this region. This is a deviation from the Hyatt Standards.

BASIC MATERIALS AND METHODS

All switchboard, distribution panel, and panelboard bussing will be copper.

All bus duct risers will be copper

All feeders and branch circuits will be installed in conduit with copper THHN/THWN conductors.

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GUESTROOM ELECTRICAL

Each typical guest room is anticipated to be fed with (3) 120V circuits and (1) 277V circuit. The 277V circuit will feed the rooms HVAC unit. We anticipate that this circuit may be shared between each pair or rooms. One of the 120V circuits will be dedicated to the restroom. One of the 120V circuits will be for appliances, coffee maker, and refrigerator. The final 120V circuit will serve outlets on either side of the beds, at the desk, and for the entertainment center (TV, DVD, and Cable).

MC cabling shall be used for all branch wiring for convenience outlets and lighting. This is a deviation from the Hyatt Standards.

All receptacles in the guest room will be tamper resistant type.

One single point connection to headboard desk (FF&E).

One duplex GFI outlet is provided next to sink in bathroom.

120V single point connection provided to bathroom mirror. We assume no low voltage connection is required.

Dimmers are not provided in bathroom.

Bathroom lighting consists of one fixture in the stool area, one over the sink, and one at the shower.

We have assumed all guestroom power and lighting is connected to normal power system.

The guestrooms will not be served with emergency power for convenience outlets; only for code required fire/life/safety systems. This is a deviation from the Hyatt Standards.

A single point connection to closet FF&E open shelving unit with built in light is included. Shades in rooms are assumed to be manually operated. No power or controls included.

A light switch at each side of the bed for corridor to bathroom nightlight is not included.

We will assume layout in King and Presidential Suites are similar to King units for budgeting purposes.

We have assumed light switches at beds are integral to FF&E lamps.

Ceiling fans or connections are not included.

We assume the technology contractor is providing the interface of the main light switch to the BAS system if required.

We will provide (1) ceiling light at guestroom entryway.

GENERAL ELECTRICAL

We have included a seismic monitoring system.

Electric Vehicle charging stations are not included in the building budget/design. We assume these will be added in the garage design, if required.

We have included a UPS for computer room backup power.

The current building budget includes mechanical lugs for feeder terminations.

We have provided standard utility metering only. Electronic sub-metering is not included.

Our design/budget does not have provisions for a future solar system.

Our design/budget does not include provisions for monitoring supply power to life safety equipment via breaker/disconnect position thru the BMS system.

Motors will be fed out of panel boards with local control via wall mounted VFD's.

We have included an industry standard spare parts allowance for lamps and ballasts which is included in the $5/SF lighting allowance.

We have assumed 1 fire pump for the building.

TESTING

Thermal imaging scans are not included.

LIGHTING SYSTEMS

Lighting -

A $5/sf allowance has been made for the lighting materials.

City of Portland standard street lighting system modifications are included along N.E Second, N.E Multnomah and Hassalo Place. We have included a total of (8) COP light Poles along with required circuiting and excavation. All work on the opposite sides of street in these locations is assumed to be by others. All traffic signaling work is assumed to be designed, constructed and paid for by the City of Portland.

LIGHTING CONTROL SYSTEMS

Lighting Control -

It is planned that low voltage lighting control panels with LV relays will be located adjacent to lighting power panels that serve the building lighting.

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Dedicated lighting control systems will be provided for all Restaurants, Ballrooms, and Meeting Rooms.

Occupancy sensors will be provided where ever practical so as to NOT create a safety hazard. Lighting controlled by occupancy sensors will not be connected to the low voltage lighting control system.

TECHNOLOGY SYSTEMS INFO-STRUCTURE

Elements will include 120v branch circuits to head end equipment and raceways to support cabling for systems designed by the Technology Systems Contractor. Cabling is specified and purchased by the Technology Systems Contractor. Cabling installed by Electrical, terminations made by the Technology Systems Contractor.

The following systems will be supported in this fashion:

- Fire Alarm,
- Electronic Security Systems, including access control and CCTV,
- RF Signal Reinforcement Systems (DAS),
- Telecommunications systems, including LAN cabling, telecommunications switchgear,
- Point of sale systems
- Audio/Visual Systems
- CATV systems
- Building Automation systems

LOW-VOLTAGE SYSTEMS NARRATIVE

GENERAL

The following systems will use a secondary network supplier (Juniper in lieu of Cisco. This is a deviation from Hyatt Standards.-

- WiFi System(s)
- Network System(s)
- IPTV System
- Telephone

PHYSICAL SECURITY SYSTEM

The Physical Security System (PSS) when used throughout this document will be referring to the following, but not limited to, systems that combined make up the Physical Security System. The PSS will be managed from the same user interface and allow programming, reporting, and control from single user interface. The PSS will have three (3) workstations that will be located in the Security Command Center. The workstations will have the ability to call up the following: (1) Access Control System, (1) Video Management System, (1) Intrusion Detection System. Two (2) large wall mounted displays will be used as secondary monitors for the Alarm Call-Up and Video workstations.

The PSS to be designed and provided is broken down into the following four (4) categories:

- Back of House (BOH) Access Control System (ACS)
- Guest Locks System (GLS)
- Video Management System (VMS)
- Intrusion Detection System (IDS)

BOH ACCESS CONTROL SYSTEM

The BOH ACS for the Oregon Convention Center Hotel will include and comply with, but not be limited to, the following:

1. The ACS workstation will allow for monitoring of door ajar, door forced open and invalid access alarms. This workstation will also allow for managing user groups and access permissions.
2. ACS Badging software (Workstation by Hyatt) as well as badging printer, digital camera, and back drop will be provided in the Human Resources department for managing and issuing of badges to employees.
3. ACS field device placement is based on the property being considered as a “Normalized Security Environment".
    a. The current crime rate in Portland is 392 which is below the threshold of 400 that requires an "Elevated Security Environment". The design is based on 392.
4. Access Control field controllers will be manufactured by Mercury.
    a. These controllers are agnostic to the major access control manufacturers. The benefit here is having the flexibility to change software platforms while the infrastructure remains the same. BOH card readers have been provided on employee entrances, IDFƒTR room doors, Human Resources and other BOH areas that needed secured from the public.

GUEST LOCKS SYSTEM

The GLS for the Oregon Convention Center Hotel will include and comply with, but not be limited to, the following:

1. The GLS server will be provided and located in the nearest IDF closet to the front desk.
2. GLS software and licenses for all rooms will be provided for a complete and

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4. The IDS will be used for duress alarms located at the front desk and any location detailed in the final design.

PHYSICAL SECURITY SCOPE CLARIFICATIONS

1. The above scope assumes a normalized security environment.
2. No provisions are in the current budget for an Explosive Trace Detection System.
3. No provisions are in the current budget for the detached parking garage.
4. No provisions are in the current budget for intrusion detection devices in the retails spaces. It is currently being assumed that these are lease spaces.
5. No provisions are in the current budget for metal detectors
6. No provisions are in the current budget for X−ray machines.
7. No provisions are in the current budget for employee pagers or two−way radio system.
8. All exterior choke points and guard shacks are excluded.
9. Card Readers/access control is excluded for all MEP areas. Telecom rooms and electrical rooms that are shared with telecom rooms have card readers.
10. All additional security called out in the EM&RS for a Presidential Suite is excluded. The Presidential Suite has been treated like a standard guest room for security.
11. Subsurface disturbance sensors are excluded for the pool area.
12. There are no glass break sensors included at this time.

FIRE ALARM SYSTEMS

The Fire Alarm System in this scope narrative is to define the basics of the “Oregon Structural Specialty Code”, “Oregon Fire Code”, and references listed. The Fire Alarm System will include, but not limited to, the fire control panel, annunciators, initiating devices, and supervisory devices and will be of an approved typed. The Fire Alarm System will be further defined as all devices and components required for a complete and functional fire alarm system, and devices will be installed in accordance with the provisions of the codes and references listed within this document.

The fire alarm system for the oregon convention center hotel will refernce and comply with, but not be limited to, the following codes and guidelines:

1. Fire Alarm System Codes and Guidelines:
   a. 2014 Oregon Structural Specialty Code (OSSC)
   b. 2014 Oregon Fire Code (OFC)
   c. 2012 International Building Code (Second Printing) (IBC)
   d. International Code Council (ICC)
   e. National Fire Alarm and Signaling Code (NFPA)
   f. International Fire Code (IFC)
   g. Americans with Disabilities Act Accessibilities (ADA) Guidelines

If there are conflicts between the code references the code with the stricter language will be used.

2. System will be designed by persons that are certified NICET Level IV.
3. Fire Alarm plans will provide device locations, room labels and scale of drawing will be clearly identified.
4. Fire Alarm design will include complete battery calculations that include all initiating devices and notification appliances.
5. Fire Alarm design will include a detail sequence of operation for the alarm system.
6. System and its components will be addressable.
7. System and have annunciater panels at main entrances.
8. All devices and components will comply with the latest code and guidelines.
9. Addressable smoke detectors in common spaces and required by code.
10. Addressable heat detectors in mechanical spaces and required by code.
11. Combination smoke/co detector in guestrooms.
12. Low frequency speakers in guestrooms required by City of Portland.
13. Speakers, Speaker strobes will provide voice evacuation throughout the facility.

AREA OF REFUGE / RESCUE

The Area of Refuge Rescue system in this scope narrative is to define the basics of the “Two−way Communication” defined in the “Oregon Structural Specialty Code”, “Oregon Fire Code”, and references listed.

The area of refuge/rescue for the Oregon Convention Center Hotel will reference and comply with, but not be limited to, the following codes and guidelines:

1. Area of Refuge System codes and guidelines.
   a. 2014 Oregon Structural Specialty Code (OSSC)
   b. 2014 Oregon Fire Code (OFC)
   c. 2012 International Building Code (Second Printing) (IBC)
   d. International Code Council (ICC)
   e. National Fire Alarm and Signaling Code (NFPA)
   f. International Fire Code (IFC)
   g. Americans with Disabilities Act Accessibilities (ADA) Guidelines

   If there are conflicts between the code references the code with the stricter language will be used.
2. Sequence of Operation will be a written description and will define the events that occur when initiating the Two−way communication system. The description will include details relating to annunciation, remote signaling, and activation of control functions, as applicable at a minimum.
3. Authority Having Jurisdiction (AHJ) has the right to final approval.
4. System will include signage as referenced throughout the code referenced.
5. System will include all equipment required in the field as well as the Fire Command Center to make a complete and functioning system.
6. Two way hands free communication stations in stairwells designated as area of rescue.
7. Master station located in Fire Command Center.
8. System to be equipped with a dialer for exterior communication.

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INTERCOM SYSTEM

The intercom system will consist of one (1) master station located in the Security Control Center and four (4) sub-stations located (1) at the employee entrance on Holladay Street, (1) at the Loading Dock Entrance, (1) at the Northwest Entrance next to Loading Dock and the Pre-Function Area on the 1st level.

PAGING SYSTEM

The Paging System will cover employee areas on Holladay Level, Level 1, Level 2, and Level 3. System will also cover all Kitchen areas on Level 1 and Level 2, Restaurant, Outside Seating areas, Bar / Lounge, and Regency Club and Fitness Center Hallway.

BACKGROUND MUSIC SYSTEMS

The Background Music System will cover public and pre-function areas of Level 1 and Level 2.

Clarification -

1. The background music and public address system will be one system. Speakers for paging and background music have been placed throughout the building as stated above.

AUDIO-VISUAL SYSTEMS

For the initial design the Hyatt International Technical Services (H.I.T.S.) Design Recommendations and Minimum Standards Document was used as well as meetings with the owner. The narrative for each category is for Audio Visual (AV) design and dialogue purposes only and is not intended to be used for the ordering of equipment or to be considered a contractual document.

The Audio-Video Systems is broken down into the following categories:

- Large & Small Divisible Meeting Rooms Meeting Rooms
- Large & Small Meeting Rooms
- Main Ballroom
- Junior Ballrooms
- Board Rooms
- Human Resources and Finance
- Learning Center Meeting Room
- Fitness Center
- Hospitality Suites
- Digital Signage

Large & Small Divisible Meeting Rooms -

Each large and small divisible meeting room will contain, at a minimum, one (1) 80" television, and AV custom wall plate to plug in a laptop to be displayed on the television.

Large & Small Meeting Rooms -

Each small meeting room will contain, at a minimum, one (1) 80" television, four (4) speakers with local volume control and one (1) AV custom wall plates, and each large meeting room will conatain, at a minimum, one (1) 80" television, six (6) speakers with local volume control and one (1) AV custom wall plate.

Main Ballroom –

The Main Ballroom is divisible into five (5) separate ballrooms. Three (3) of ballrooms will have, at a minimum, one (1) project and one (1) screen, one (1) ballroom will have three (3) projectors and three (3) screens, and one (1) ballroom will use mobile projectors and screens. The two larger ballrooms will have, at a minimum, eight (8) speakers and the three small ballrooms have four (4) speakers. Each ball room has custom wall plates to plug in a laptop to be displayed by the projector, and a touch panel for control.

Junior Ballroom -

The Junior Ballroom is divisible into four (4) separate ballrooms. Each ballroom will have, at a minimum, one (1) project and one (1) screen. The two large ballrooms have, at a minimum, eight (8) speakers and the two small ballrooms have four (4) speakers. Each ball room has custom wall plates to plug in a laptop to be displayed by the projector, and a touch panel for control.

Board Rooms -

There are three (3) board rooms, two (2) will have, at a minimum, an 80" television, two (2) ceiling mounted speakers, a custom wall plate to plug in a laptop to be displayed on the television, and two (2) table mounted custom plates to plug in a laptop to be displayed on the television. The last board room will have, at a minimum, a 42" television, four (4) ceiling mounted speakers, a custom wall plate to plug in a laptop to be displayed on the television, and two (2) table mounted custom plates to plug in a laptop to be displayed on the television.

Human Resources And Finance Meeting Rooms -

The Human Resources and Finance meeting rooms will each have, at a minimum, a 42" television and a custom wall plate to plug in a laptop to be displayed on the television.

Learning Center Meeting Room -

The Learning Center meeting room will have, at a minimum, a 42" TV and a custom wall plate to plug in a laptop that will be displayed on the TV. The Learning Center will also have a projector, projector screen, four (4) speakers, a custom wall plate to plug in a laptop to be displayed by the projector, and a touch panel for control.

Fitness Center -

The Fitness Center will have, at a minimum, four (4) 42" televisions and four (4) ceiling mounted speakers will be provided with local volume control.

Hospitality Suites -

The Hospitality Suite will have, at a minimum, one (1) 42" television, four (4) ceiling mounted speakers and a custom wall plate to plug in a laptop to be displayed on the television will be provided in this space.

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Guest Floor Video Systems –

There is no video systems provided to any guest floor or guest room except the one Presidential Suite.

Audio-Video Systems Scope Clarifications

1. Board rooms will have two (2) desk inputs instead of the asked for one (1).
2. VCRs are excluded.
3. All video conferencing is excluded.
4. Stage lighting and follow spotlights are excluded for all ballrooms.
5. HVAC integration is excluded to the controller in the meeting/conference/ball rooms. A controller for the BAS will be wall mounted in the space.
6. All fit-out and equipment for an AV control room in the ballroom and junior ballroom is excluded as this space is not currently shown on the drawings.
7. Underwater speakers and MP3 player connection is excluded in the pool area.
8. A mobile AV cart and microphone system is excluded for the gym.
9. Under counter speakers in guest room bathrooms are excluded.
10. Surround sound and Hi-Fi systems are excluded for all suites.

DIGITAL SIGNAGE

Digital Signage will consist of one (1) content generation software package, one (1) 60" TV located behind the front desk, one (1) 60" TV located in the Pre-Function Area outside of ballrooms and 10" displays located outside each meeting room. Digital signage CUPs will be at a minimum an i5at all required locations.

1. All exterior digital signage is excluded.

DISTRIBUTED ANTENNA SYSTEM

The Distributed Antenna Systems (DAS) when used throughout this document will be referring to the following, but not limited to, systems that combined make up the DAS. The DAS provided by JCI is broken down into the following two (2) categories:

- Cellular Distributed Antenna System (CDAS)
- Public Safety Distributed Antenna System (PSDAS)

CELLULAR DISTRIBUTED ANTENNA SYSTEM (CDAS)

The CDAS for Oregon Convention Center Hotel will include and comply with, but not be limited to, the following:

1. The CDAS system will comply with all FCC, NFPA, NEC, IBC and local codes that apply to the DAS system or any components used by the system.
2. The CDAS system must be labeled "Industrial Signal Booster" by the FCC.
3. The CDAS system will be carrier format neutral, frequency agile and support every cellular carrier to include, but not limited to, AT&T, Verizon, Sprint and T-Mobile.
4. The CDAS system will be designed with additional capacity to accommodate additional carriers if desired.
5. The CDAS system and sub-systems will be designed and certified for 24ƒ7, 365 operation.
6. The CDAS system will provide total coverage of the property and outbuildings that are a part of this project.
7. The CDAS system will be of modular design, compatible with all current cellular technologies, capable of expansion, and have the ability to be re-banded.
8. The CDAS system will have powered active filtering and signal amplification to provide consistent coverage at the appropriate power levels with the ability to adjust and control power levels without disruption of service from any carrier.
9. The CDAS system will deliver signal strength of -85 dBm to -89 dBm to 95% of property being developed.
10. The CDAS system will be SNMP compliant and provide centralized management for end to end status reporting.
11. The CDAS system must comply with E911 requirements.
12. The CDAS will be developed using the latest design software and will be used to develop Bill of Materials, Link Budgets, Design Drawings, Commissioning documentation and Heat Maps of anticipated coverage for all carriers.
13. The CDAS system components including, but not limited to, head-end, coax, fiber, antenna, amplifiers and power supplies will be labeled in accordance with industry standards.
14. The CDAS systems primary power will be a dedicated circuit with a secondary battery back-up by means of Uninterruptable Power Supply (UPS) with the ability to be switched between bypass and battery.
15. The CDAS system will have the capability to include equipment needed to integrate the Public Safety Distributed Antenna System (PSDAS).
16. The CDAS system will be able to maintain signal strength with no less than 300 simultaneous connections.
17. Carrier Costs – to be provided by Hotel Operator (Hyatt)

PUBLIC SAFETY DISTRIBUTED ANTENNA SYSTEM (PSDAS)

The PSDAS for the Oregon Convention Center Hotel will include and comply with, but not be limited to, the following:

1. The PSDAS system will comply with all FCC, NFPA, NEC, IBC and local codes that apply to the PSDAS system or any components used by the system.
2. The PSDAS system must be compliant with the "Authority's Having Jurisdiction" (AHJ) local life safety (Police and Fire) frequencies - (800 MHz and 700 MHz).
3. The PSDAS system must be submitted to the AHJ for approval and permitted if required.
4. The PSCDAS system and sub-systems will be designed and certified for 24/7, 365 operation.
5. The PSDAS system will be an integrated part of the cellular DAS system unless otherwise approved by the stakeholders.

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Distributed Antenna Systems scope clarifications -

1. Scope assumes the ability to get carrier approval for the design in a timely manner.
2. Any and all carrier costs are excluded. (Budget has been provided as an alternate.)
3. All roof penetrations are excluded.

STRUCTURED CABLING

All offices, work areas, front desk and all computer locations will have a phone and data jack with individual cabling back to an IDF/TR room. Each location shall have one data jack and one telephone jack mounted on a common faceplate. All support rooms; mechanical rooms, electrical room will have a phone only jack and cable outlet installed. All wiring shall be Category 6, including all connectivity components.

IDF/TR ROOM LOCATIONS WILL BE AS FOLLOWS:

Holladay Level	1
Level 1	2
Level 2	2
Level 3	1
Level 4 (Serves L4&5)	1
Level 6 (Serves L6&7)	1
Level 8 (Serves L8&9)	1
Level 10 (Serves L10&11)	1
Level 12 (Serves L12&13)	1
Level 14 (Serves L14-16)	1
Total IDF/TR Rooms	12

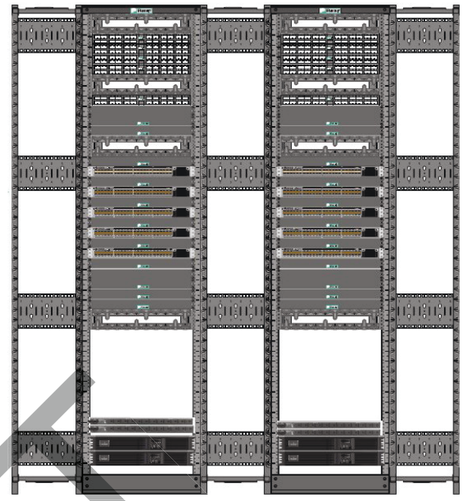
GUESTROOM OUTLETS WILL BE AS FOLLOWS:

Television (IPTV)	Single Faceplate	1 Port	1 CAT6 Cable
Desk (Data)	Single Faceplate	1 Port	1 CAT6 Cable
Nightstand (Voice) (POE)	Single Faceplate	1 Port	1 CAT6 Cable

Note: Phone Jack and TV Quantities change depending on room type.

The IDF/TR on each floor or every other floor as listed above will be connected to the Main Distribution Frame (MDF) via one multi−strand multi−mode fiber optic cable and one single strand single mode fiber optic cable. Appropriate racks and frames, as well as termination equipment shall be provided on each floor as identified above.

Each TR/IDF Room will have a minimum of 25% spare capacity. Tower TR Room rackfit out below:



PORT COUNTS-Preliminary-4th Floor

Wireless Access Points (1 Port): 18
Voice/Data (2 Port): 10
Data (1 Port): 51

Voice (1 Port): 54
IPTV (1 Port): 52

Total Ports: 185

PORT COUNTS-Preliminary-5th Floor

Wireless Access Points (1 Port): 18
Voice/Data (2 Port): 10
Data (1 Port): 51

Voice (1 Port): 54
IPTV (1 Port): 52

Total Ports: 185

PORT COUNTS-Preliminary-4th Floor Telecom Room

Wireless Access Points (1 Port): 36
Voice/Data (2 Port): 20
Data (1 Port): 102

Voice (1 Port): 108
IPTV (1 Port): 104

Total Ports: 370

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Structured Cabling Clarifications -

1. This Basis of Design takes exception and variance with the following: Hyatt Standard calls for (3) Voice/Data, (1) Data or Temp Controls, (1) Data for Digital Signage, (1) Phone, (1) Wireless Access Point. This is an additional (3) data outlets per room. (Structured Cabling).
2. This Basis of Design takes exception and variance with the following: Hyatt Standard calls for (3)Telephone outlets, (1) data for mini bar, (1) data for Television, (1) data above desk and an addition of a sub−IDF punch down assembly. (Structured Cabling)
3. This Basis of Design takes and variance with the following: Hyatt Standard calls for (9) Voice ƒ Data, (1) Data or Temp Controls, (1) Data for Digital Signage, (1) Phone, (1) Wireless Access Point per section. (Structured Cabling)

NETWORK SYSTEM

The Basis of Design provides a network to include software, hardware that utilizes a Fabric Connect Stealth Network Topology that will virtually segment the entire network as a sub function of SPB (shortest path bridging). Fabric connect will be more secure than traditional VLAN segmentation and complies with PCI standards. Network to include all switches at the edge as well core switch and associated hardware in the Computer Room. Wireless Access points have been provided throughout the facility. It is the intent of that the wireless network be the same as the network electronics.

This network system will use a secondary network supplier (Juniper in lieu of Cisco. This is a deviation from Hyatt Standards.

Network System Clarifications -

1. Ten (1) servers are included.
2. This Basis of Design takes exception and variance with the following: Hyatt Standard: "A dedicated BOH Network separate from the Guest Network is required with no exceptions. (Data Systems Equipment)
3. This Basis of Design takes and variance with the following: Hyatt Standard: Only Hotel office operations and PMS/POS system can operate on the BOH Network. (Data Systems Equipment)
4. This Basis of Design takes and variance with the following: Hyatt Standard :All VOIP telephone handset must connect to a dedicated network that only supports the PABX and IP handset. No other IP device is to share this network. (Data Systems Equipment)
5. This Basis of Design takes and variance with the following: Hyatt Standard: Separate backbone and edge switches will be required to maintain isolation between BOH Network and Guest Network. (Data Systems Equipment)
6. POE switches for Security are included in Data Systems Budget. (Data Systems Equipment)

IPTV SYSTEM

IPTV system will consist of necessary head−end equipment and licenses. This system will supply data to televisions in the guestrooms as well as the bar, conference rooms, and selected common spaces. This IPTV system will use a different head-end supply and a secondary network supplier (Juniper in lieu of Cisco. This is a deviation from Hyatt Standards.

TELEPHONE SYSTEM

The telephone system for the facility will be VOIP. POE switches as part of the converged network will power these phones. BOH phones have been provided in the elevator lobbies on each floor. VOIP phones have been provided in human resources and administrative areas. Reception Desk type phones have been provided at the check in desk. An automated wake−up call service and call accounting is included.

This telephone system will use a secondary network supplier (Juniper in lieu of Cisco. This is a deviation from Hyatt Standards.

Telephone System Clarifications -

1. Four (4) operator consoles are included.
2. One (1) VOIP phone is provided in each typical guest room.
3. Portable handsets for back of house staff are excluded.
4. Pay phones are excluded.

DESIGN & CONSTRUCTION BUDGET NARRATIVE

INTRODUCTION

The Design & Construction Cost (Design-Build) estimate for the proposed Hyatt Regency Oregon Convention Center has been produced in accordance with the drawings prepared by the following:

- Civil / Landscape Drawings – Mayer/Reed (dated July 9, 2015)
- Architectural Drawings – Elness Swenson Graham (dated August 10, 2015)
- Basis of Design Narrative – included herein
- Elevator Traffic Analysis – ECS (dated July 6, 2015)

The following clarifications for the scope/estimate are intended to provide a more descriptive characterization of our interpretations and assumptions made in preparing this estimate. The estimate was prepared and formatted by UniFormat Building Systems. This scope of work narrative will follow the same format. These clarifications include not only the information that was not conveyed to us by the way of the schematic documents, but rather were generated by our estimating team to clarify the designers, engineers and owners' intent in order to “complete” the entire picture of the project, once fully designed.

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GENERAL

Some of the general parameters, upon which this estimate is based, are listed below. These issues do not fall into the "systems" categories, but rather are global in nature, and affect multiple systems with regard to pricing and scope.

1. This estimate has been prepared in general accordance with the following standards that will be used to deliver the Hyatt Regency flag and a hotel approved for operation by Hyatt at completion.
   a. Hyatt International Technical Services Design Recommendations & Minimum Standards, version 5.0
   b. Engineering Recommendations & Minimum Standards, version 4.0.
   c. Hyatt Place Hotel Design & Construction Criteria, Version: International Series 4, Volume 1.0, Issue 1.0
2. The estimate is based on an anticipate start of construction in February 2016 and Substantial Completion 25 months from the start of construction. Escalation has been included based on this schedule & duration.
3. Included are estimating, design and construction contingencies in the amount shown as a percentage of the direct construction cost which is to cover changes in market conditions and detailing of design information. This contingency should be considered solely for estimating the variances on specified design requirements and for use in covering non-scope cost variances to the general construction. This contingency is not intended to be used for any scope changes to the project or unforeseen conditions.
4. This estimate does not provide for Hyatt contingencies. Such contingencies should be considered for use solely by the Hyatt supplementing the project design scope definition and unforeseen conditions. If these additional contingencies are not carried in the overall project cost budget, they will need to be added to the budget, or the cost of the project will need to be reduced to provide additional dollars for these contingencies.
5. Design & engineering costs are included.
6. Building permits, plan check fees, land use development fees are excluded from the Design-Build budget (see development budget).
7. Payment and performance bonds on Mortenson's work are included as a percentage of total construction costs. Subcontractor and major supplier bond costs are included within the estimate.
8. Builder's Risk insurance is included.
9. Costs of testing and inspections are included.
10. Pricing is predicated on Mortenson self-performing various portions of the work.
11. Extended warranties beyond product/equipment manufacturer's standard warranties are not included.
12. Early opening or early turnover of guestrooms or public spaces is not included.
13. Excavation, stockpiling, hauling, and disposal of contaminated / hazardous soils is excluded.

ESTIMATE DEVIATIONS FROM SCHEMATIC DESIGN DOCUMENTS & HYATT REGENCY DESIGN STANDARDS

Certain elements of the most recent schematic design documents and hotel standards are assumed to be revised through further development of this specific project design in order to meet the costs reflected in this estimate. Some of the specific revisions include the following:

1. Architectural Items – reference Basis of Design and plans
2. Fire Protection – reference Basis of Design
3. Mechanical – reference Basis of Design
4. Electrical – reference Basis of Design

An attempt has been made to capture the variances with respect to the Hyatt Standards in the included "Hyatt Standards Deviations Listing" and the "Code vs. Hyatt Standards Narrative"; both included herein. The reader should also review the Basis of Design which may have variances that were inadvertently not included in these two documents.

ALLOWANCES

The following is a listing of allowances that are included in the Price. These allowances include design/engineering, purchasing, shipping/warehousing, and installation – unless other wise noted below.

1. $13,893,321 – Interior Design and Furniture, Fixtures & Equipment ("FF&E") – see included FF&E Scope Matrix
2. $5,114,574 – Low-Voltage "Technology" Furniture, Fixtures & Equipment ("FF&E") – see included Low-Voltage "Technology" Scope Matrix
3. $6,188,400 - Operating Supplies & Equipment ("OS&E") - see included OS&E Scope Matrix
4. $200,000 - Primary power tie-in.
5. $60,000 - Elevator cab finish & frame upgrades
   a. 6 elevators at a unit price of $10,000 / cab.
6. $1,300,000 for food service equipment – not included in FF&E or OS&E Allowances above
7. $108,000 for exterior building signage – not included in FF&E allowance above

SYSTEMS CLARIFICATIONS

FOUNDATIONS

Structural Excavation & Backfill

1. Excavation and backfill for pile caps, grade beams, & elevator pits.

Base Course

1. 6" granular fill below slab on grade locations have been included.

Driven Piles

1. 18" Augercast piles (594 total) have been included at an average depth of 52'-0".

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Reinforcement Steel
1. Reinforcing steel has been included at the following factors (includes waste & lap):
   a. Foundations (excluding slab on grade) – 0.98 lbs/sfed
   b. Slab on grade – 0.46 lbs/sf
2. Epoxy reinforcing steel has been excluded.

Cast-in-Place Concrete
1. A 3” rat slab is included for 50% of the foundation areas.
2. Foundation concrete has been included per the structural A 6” slab on grade has been included.
3. Grade beams have been provided per the grade beam schedule on 4/S4.1.
4. Winter heat charges are included for winter concrete operations.
5. Equipment and hoisting required for the foundation concrete operations have been included.

Dampproofing
1. Dampproofing has been included for the elevator pit walls and stem walls.
2. Dampproofing/waterproofing under the elevator pit to produce a “Bath Tub” type waterproofing effect has not been included.

Building Insulation
1. 2" rigid insulation has been included at the under the slab on grade extending 24” in from the perimeter of the slab edge.

BASEMENT
Mass Excavation & Backfill
1. All backfill material is anticipated to be imported.

Shoring
1. Conventional beam and lagging shoring is included for the Northwest portion of the site for the additional depth at the elevator pit and extending around the fire water storage tanks.

Reinforcing Steel
1. Reinforcing steel has been included at the following factors (includes waste & lap):
a. Basement Walls – 210 lbs/cy

Cast-in-Place Concrete / Shotcrete
1. Basement walls against shoring are anticipated to be shotcrete with a wood float finish.
2. All other walls are included as cast-in-place concrete with an as-cast finish.

Waterproofing
1. Bentonite waterproofing with drain board has been included at all basement wall locations.

SUPERSTRUCTURE
Horizontal Deck Forming
1 Deck forming has been included for all levels of the Cast-In-Place concrete frame.
2. Form finish shall be no less than Class “C”
3. The exposed underside of the concrete structural slabs shall be left as cast without further finishing.

Reinforcement Steel
1. Reinforcing steel per the following factors have been included (including waste & lap):
   a. Columns – 2.0 lbs/sfed
   b. Shearwalls (typ) – 3.7 lbs/sfed
   c. PT slabs (L1-L3) – 2.5 lbs/sfed
   d. PT slabs (L4-Roof) – 2.2 lbs/sfed
2. Epoxy reinforcing steel is not included.

Post Tensioning Stressing Cable
1. Post tension stressing tendons per the following factors have been included (including waste & lap):
   a. PT slabs (L1-L3) – 1.3 lbs/sfed
   b. PT slabs (L4-Roof) – 0.9 lbs/sfed
2. Studrails are included at PT slabs (12 each/column).

Cast-In-Place Concrete
1. 12” post tensioned structural slab at level 1.
2. 10” post tensioned structural slab at level 2.
3. 9” post tensioned structural slab at level 3.
4. 7.5” post tensioned structural slabs at level 4 - roof.
5. 18” shearwalls are included at the stairs and elevator cores.
6. A 2 ½” concrete slab on 3” metal deck is included for the ballroom floors (L2 & L3).
7. A total of 1,500 sf of 6“ MEP equipment/ housekeeping pads have been included.
8. Winter heat charge is included for winter concrete operations.
9. Equipment and hoisting required for the superstructure concrete operations have been included.

Structural Metal Framing
1. Structural steel columns, floor and roof framing have been included for the Ballroom wing from levels 2-roof per the structural narrative. Factors below include waste.
   a. Longspan framing L2 – 23.0 lbs/sf

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b. Standard framing L3 – 12.7 lbs/sf
c. Standard framing (Roof) – 11.5 lbs/sf
2. Canopy framing is included at the below locations:
a. Entry Court – 11.5 lbs/sf
b. Other canopies – 9.2 lbs/sf
3. Elevator guide rail support framing, fall protection and separator beams are included.
4. Design and detailing of connections for the structural steel has been included.
5. Equipment and hoisting necessary for the erection of the structural steel is included.

Metal Deck
1. Composite metal floor and roof decks have been included.

Spray Fireproofing
1. Spray fireproofing has been included.

EXTERIOR ENCLOSURE
Brick Veneer
1. Brick veneer is included as 4x12 jumbo brick with a running bond pattern.
a. Special brick colors have been excluded (i.e. white and non-standard colors).

Miscellaneous Metal
1. 5 lbs/sf for brick veneer supports at the high bay podium levels is included.
2. 2 lbs/sf for bracing of curtain wall has been included.
3. 1,500 lbs/ea for exterior building signage supports are included.

Handrails & Guardrails
1. Decorative glass guardrails are included at exterior terraces/patios.

Rough Carpentry
1. Enclosure blockings at the exterior windows are included.

Building Insulation
1. Mineral wool insulation included for all walls & soffits.

Vapor Retarders & Air Barriers
1. Sheet vapor/air barrier system at enclosure walls & soffits.
a. Fluid-applied vapor/air barriers are not included.

Metal Wall Panels
1. Metal panel system at the podium is included as flat panel AEP span.
2. Metal panel system at the tower is included as profiled metal panels.
3. Metal panel system at the roof screens are included as profiled siding with a portion of galvanized metal louvers as necessary for air flow.
4. Metal panel system includes standard colors.

Joint Sealers
1. All necessary sealants and caulking for enclosure systems is included.

Doors, Frames & Hardware
1. All back of house entrances are included as painted hollow metal doors and frames.

Coiling Doors
1. Three (3) painted metal overhead coiling doors have been included at the loading dock.

Entrances, Windows, & Glazing Systems
1. Sliding aluminum/glass doors are included at the podium guest entrances
a. Revolving doors are excluded from this estimate
2. The remainder of public entrances included as aluminum storefront doors
3. Glazed wall systems have been included at the SE entry/Market and the North drop-off area.
a. The remainder of the podium glazing is included as window wall.
4. Exterior windows at the tower have been included as fiberglass.

Metal Support Assemblies
1. All non-load bearing metal support assemblies at the enclosure walls are included.
2. Soffit framing is included.
3. Scaffolding necessary to complete the project is included.

Plaster
1. Exterior skim coated columns & soffits have been included.

Painting
1. Painting of the exterior hollow metal door and frame is included.

Identification Devices
1. An allowance for exterior building signage is included. See Allowances section above.

ROOFING
Rough Carpentry
1. Wood blocking & plywood as required

Fluid-Applied Waterproofing

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1. Fluid-applied waterproofing is included at all roof areas where we have planting (i.e. green roofs).

Membrane Roofing
1. SBS-modified bituminous roofing system is included.
   a. Two-ply membrane, cold applied with tapered insulation.

Sheet Metal Flashing & Trim
1. All necessary sheet metal flashings and trims with standard colors are included.

Roof Specialties & Accessories
1. Roof expansion joint at the ballroom connection (steel to concrete structure).
2. (2) roof hatches

INTERIOR CONSTRUCTION
General
1. Interior Design to be completed by The Gettys Group in accordance with Hyatt Standards. An Allowance has been established for this scope of work.
2. Reference the FF&E Scope Matrix included herein for detailed responsibility breakdown.
3. Product sizes and specifications are assumed to be standard rather than custom.

STAIRS
1. All egress stairs included as pre-engineered metal pan stairs.
2. Two (2) decorative main stairs are included
3. Star pan fill with concrete is included.
4. Painting of stairs is included.

Handrails & Guardrails
1. Glass guardrails are included at main stairs.
2. Painted metal handrail and vertical picket guardrails are included at the egress stairs.

INTERIOR FINISHES
General
1. Interior Design to be completed by The Gettys Group in accordance with Hyatt Standards. An Allowance has been established for this scope of work.
2. Reference the FF&E Scope Matrix included herein for detailed responsibility breakdown.
3. Product sizes and specifications are assumed to be standard rather than custom.

CONVEYING
Elevators
1. The following elevators have been included.
   a. Passenger Elevator (5 EA)
      i. 4,000#
      ii. 500 FPM
      iii. 17 Stops each
      iv. $10,000 cab finish allowance
      v. Front opening only
      vi. MRL
   b. Passenger Elevator (shuttle) (1 EA)
      i. 3,000 #
      ii. 150 FPM
      iii. 2 Stops
      iv. $10,000 cab finish allowance
      v. Front and rear openings
      vi. Hydraulic
   c. Service Elevator (hotel) (2 EA)
      i. 4,000# - 4,500#
      ii. 350 FPM
      iii. 17 Stops each
      iv. Front opening only
      v. MRL
   d. Service Elevator (ballroom) (2 EA)
      i. 4,000# - 4,500#
      ii. 200 FPM
      iii. 3 Stops each
      iv. Front openings only
      v. Hydraulic

Escalators
1. The following escalators have been included.
   a. LL-L1 Escalators (2 EA)
      i. 100 FPM
      ii. 32” wide steps
   b. L1-L2 Escalators (2 EA)
      i. 100 FPM
      ii. 40” wide steps

Material Handling
1. One (1) linen chute.

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PLUMBING, HVAC, FIRE PROTECTION, ELECTRICAL & LOW-VOLTAGE

1. Reference Basis of Design Narratives included herein for scope for clarifications.
2. Reference "Hyatt Standards Deviations Listing" for deviations from Hyatt standards.

EQUIPMENT

Maintenance Equipment

1. Window washing tie-off anchors have been included.
2. Window washing system is included as part of the OS&E Allowance budget.

Laundry & Dry Cleaning Equipment

1. Primary hotel-use laundry equipment is not included. Laundry services are anticipated to be outsourced.

Audio-Visual Equipment

1. Projector & Projections screen are included as part of the FF&E Allowance budget.
2. Televisions are included as part of the FF&E Allowance budget.

Food Service Equipment

1. A food service equipment allowance is included (see allowances above).

Exercise Equipment

1. Exercise equipment are included as part of the OS&E Allowance budget.

FURNISHINGS

Artwork

1. Artworks are included as part of the FF&E Allowance budget.

Floor Mats

1. One (1) walk-off mat at each of two main entrances are included in the Design-Build Price.
2. "Loose" matts and/or rugs are included as part of the FF&E Allowance budget.

Window Treatments

1. Window treatments and window coverings are included as part of the FF&E Allowance budget.

Furniture

1. All furniture are included as part of the FF&E Allowance budget.

SELECTIVE BUILDING DEMOLITION

1. Demolition of the existing Teamsters Building and Sonus Building is included.
2. No other building demolition is anticipated or included.

SITE PREPARATION

Site Demolition and Clearing

1. Site demolition and clearing is included as necessary.

Dewatering

1. A formal dewatering system is not anticipated.

Mass Excavation & Earth Retention

1. See Basement above.

Grading

1. Grading of the site per the documents is included.

Erosion and Sediment Control

1. Storm water pollution prevention plan measures are included.

Fences and Gates

1. Temporary site fence, J-barriers, and gates as required to secure the project site from the general public are included.

SITE IMPROVEMENTS

Base Course

1. 4" base course at the concrete paving and sidewalks.

Asphalt Paving & Paving Specialties

1. Asphalt street patching as required to accommodate new curbs and utility work is included.

Concrete Paving / Sidewalks

1. Decorative paving is included as a combination of concrete paving and unit pavers for accent features. These are included for the following areas:
    a. Southeast plaza
    b. Holladay sidewalk
    c. Guest drop-off along Hassalo Place (Entry Court)
2. 8" aprons have been provide at all street to drive approaches.
3. 4" city standard sidewalks have been included.
4. Sidewalks are un-reinforced.
5. Detectable warning plates have been included at all sidewalk to street approaches.
6. Sitework within the Trimet MAX zone is not included and will remain open during construction.

Misc. Metal Fabrications

1. Planter walls are included as painted steel at all locations that are not stormwater planters.

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SITE CIVIL / MECHANICAL UTILITIES

Water Distribution

1. The following water distribution services have been included:
   a. 8” water services are included
   b. Two (2) water meter utility vaults
   c. Street pavement patching as required

Sanitary Sewerage System

1. Sanitary sewer service will connect at two locations.
2. 12" HDPE sanitary sewer pipe is included
3. Street pavement patching is included as required

Storm Drainage Systems

1. The following storm sewer system is included:
   a. 6”, 8” & 12” PVC piping.
   b. Connections to existing manholes / catch basins.
   c. Area drains, catch basins and manholes.
   d. Drainage cells for stormwater planters.

SITE ELECTRICAL UTILITIES

1. See Electrical Basis of Design Narrative above.

GENERAL CONDITIONS

This portion of the estimate includes all general requirements related items with the following clarifications:

1. The price is based upon the included development schedule which anticipates a February 2016 start of construction and a construction duration of 25 months.
2. Costs for providing field offices/services (phone, etc.) for the Interior Design and/or Hyatt have not been included.
3. All costs associated with providing temporary utilities (energy, water, etc.) are included until Substantial Completion.
4. All general requirements associated with individual trades work (i.e. concrete, masonry, etc.) are included within those respective sections of work.

- END OF NARRATIVE -

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Design Recommendations & Minimum Standards Version 5.0 Clarifications copyright 2010						
ESG	Area Program	22	Refer to Comparison Document - Hyatt Portland Plans dated 7/31/15 compared to Hyatt PAP v2 dated 11/3/14	OPEN		
ESG	Guestrooms, Suites & Corridors	25	Typical Guestroom - Entrance Area: Fan Coil Unit Location. The proposed location for the fan coil for the Portland location is at the exterior wall rather than the entry area - vertical fan coils are proposed - refer to the enlarged guest room plans.	OPEN		
ESG	Guestrooms, Suites & Corridors	26	Typical Guestroom - Entrance Area: Ceiling Height. The standard calls for a minimum finished ceiling height of 2400 mm (7'-10-1/2"). The current design proposes a 7'-6" finished ceiling height at the entrance area.	OPEN		
ESG	Guestrooms, Suites & Corridors	26	Typical Guestroom - Living/Sleeping/Study Area: Ceiling Height. The standard calls for a minimum finished ceiling height of 2800 mm (9'-2-1/4"). The current design proposes an 8'-8" finished ceiling height at the entrance area.	OPEN		
ESG	Guestrooms, Suites & Corridors	28	Typical Guestroom - Bathroom Dry/Wardrobe/Dressing Area: Ceiling Height. The standard calls for a minimum finished ceiling height of 2400 mm (7'-10-1/2"). The current design proposes a 7'-6" finished ceiling height at the bathroom area.	OPEN		
ESG	Guestrooms, Suites & Corridors	28	Typical Suites - Guest's Powder Room: Ceiling Height. The standard calls for a minimum finished ceiling height of 2400 mm (7'-10-1/2"). The current design proposes a 7'-6" finished ceiling height at this area.	OPEN		
ESG	Guestrooms, Suites & Corridors	28	Typical Suites - Separate Dining/Living Area: Ceiling Height. The standard calls for a minimum finished ceiling height of 2800 mm (9'-2-1/4"). The current design proposes an 8'-8" finished ceiling height at the this area.	OPEN		
ESG	Guestrooms, Suites & Corridors	29	Typical Suites - Exterior Balcony. The standard calls for an exterior balcony - the current design does not include exterior balconies on any guestrooms.	OPEN		
ESG	Guestrooms, Suites & Corridors	29	Guestroom Corridors: The standard states that all materials, components, assemblies and construction methods must achieve a minimum fire resistant rating of ninety (90) minutes. The building code requires a 20-minute fire resistance rating of corridor walls.	OPEN		

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ESG	Guestrooms, Suites & Corridors	28	Typical Suites - Guest's Powder Room: Ceiling Height. The standard calls for a minimum finished ceiling height of 2400 mm (7'-10-1/2"). The current design proposes a 7'-6" finished ceiling height at this area.	OPEN		
ESG	Guestrooms, Suites & Corridors	28	Typical Suites - Separate Dining/Living Area: Ceiling Height. The standard calls for a minimum finished ceiling height of 2800 mm (9'-2-1/4"). The current design proposes an 8'-8" finished ceiling height at the this area.	OPEN		
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ESG	Guestrooms, Suites & Corridors	29	Guestroom Corridors: Ceiling Height. The standard calls for a minimum finished ceiling height of 2500 mm (8'-2-1/2"). The current design proposes an 8'-0" finished height at the center of the corridor and a dropped 7'-6" soffit for 12" to 16" at the wall edges.	OPEN		
ESG	Guestrooms, Suites & Corridors	29	Guestroom Corridors: Corridor Width. The standard calls for a minimum width of 1800 mm (5'-11") at double loaded corridors. The current design proposes a 5'-6" width that widens to 6'-6" at guestroom entry door locations.	OPEN		
ESG	Recreation & Leisure Facilities	87 & 88	Plunge Pool/Whirlpool: The standard refers to these two pool types. The current design does not include either.	OPEN		
ESG	Recreation & Leisure Facilities	89	Pool Areas - Lap Pool: The standard calls for minimum dimensions on lap pools of 20 meters x 9.2 meters (65'-8" x 30'-2"). The pool as represented in the current design is approximately 46' x 16'.	OPEN		
ESG	Back of House Facilities	173 of the pdf document - page is not numbered	Service Core - Maid's Pantry: The plan diagram included in the standard indicates a separate toilet room within this zone for use by staff. The current design does not include this toilet room on the guestroom levels.	OPEN		
ESG	Hotel Laundry & Valet	113	Full Laundry: The current design does not include a full laundry - laundry services are outsourced.	OPEN		
Hyatt Engineering Recommendations & Minimum Standards Version 4.0 Clarifications copyright 2011						
JHK/IE	Sustainable Design	30.15	Standard calls for: "Guestrooms shall be designed for individual temperature controls and Fan Coil Units". A heat pump system is provided in lieu of the fan coil system.	OPEN		
JHK/IE	Sustainable Design	30.16	Standard calls for: "BOH Users.....For office and shared space, Variable Air Volume (VAV) boxes shall be provided to serve single office spaces with localized temperature control". System provided uses water source heat pumps	OPEN		

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JHK/IE	Sustainable Design	30.16	Standard calls for: ""Design and install HVAC to the ASHRAE Standards 55-2004 Thermal Comfort Conditions for Human occupancy standards." This minimum standard may not be achievable due to spaces like swimming pool, cook lines, boiler rooms, etc. and cannot be committed to at this time. This will be further evaluated as design develops.	OPEN		
JHK/IE	Sustainable Design	30.17	Construction Indoor Air Quality (IAQ) Management Plan, Before Occupancy: Standard calls for the building to be flushed out with 14,000 cubic feet of air per square foot if environmental testing fails. Due to the reduced air flow nature of the DOAS system proposed with the heat pumps, this process could take 100 days using the proposed system. Therefore, this requirement is excluded.	OPEN		
JHK/IE	Sustainable Design	30.18	Wastewater Reduction: Standard is noted as a MINIMUM STANDARD. Standard calls for: "Reduce the potable water used in the building for sewage conveyance by 50%...." Standard cites rainwater harvesting as one strategy. While water efficient fixtures are included, rainwater harvesting is not currently included in budget or scope.	OPEN		
JHK/IE	Sustainable Design	30.21	Measurement and Verification: Standard is noted as a MINIMUM STANDARD. Standard requires: "Develop a Measurement and Verification plan that evaluates the building's energy systems performance.....Install the necessary metering devices to measure energy use....." Submetering beyond utility metering of gas and water is not currently included. Energy modeling for LEED Energy and Atmosphere credit EAc1 is included but a calibrated energy model for Measurement and Verification is not included.	OPEN		
JHK/IE	Mechanical Systems	35	Equipment and Component Selection: Standard requires: ".....all perimeter glass areas, unless protected by a dedicated zone of the air conditioning system containing a reheat coil, must be provided with a separate under floor/baseboard heating system located below the window to offset cold drafts." The project scope includes a heat pump system and not reheat coils. Zoning for perimeter and interior will be separate where appropriate. A zoning map will be submitted.	OPEN		

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JHK/IE	Mechanical Systems	37	Boiler Design: Standard requires: "All boilers must minimally be of an all welded construction design, packaged, fire tube, Scotch Marine type……." Boilers provided are not Scotch Marine type. Boilers proposed are high efficiency condensing type Aerco Benchmark or equivalent.	OPEN		
JHK/IE	Mechanical Systems	40	Guestroom Air-Conditioning: Standard requires: "Guestroom air-conditioning units shall be fan coil type, horizontally mounted above the false ceiling….." Vertical high rise heat pumps located at the perimeter are being provided and budgeted.	OPEN		
JHK/IE	Mechanical Systems	41	Guestroom Air-Conditioning: Standard requires: "Primary air shall feed all guestroom FCU's through the service shaft." Due to Code and cost issues outdoor air will be fed from a ducted system located in the corridor ceiling.	OPEN		
JHK/IE	Mechanical Systems	41	Guestroom Air-Conditioning: Standard requires for exhaust grilles: "….there shall be at least two locations: one above the WC cubicle, the other above the shower." Only one exhaust grille is provided to be located over the shower.	OPEN		
JHK/IE	Mechanical Systems	41	Presidential Suite Air Conditioning System: Standard calls for: "…..separate, self-contained system serving only that area. The fresh air intake for it is to be located in a secure location isolated from public and unauthorized access. The outside air duct is to be equipped with a 100% effective (zero percent leakage) motorized damper with spring closing, for sealing off all outside air in an emergency. Control for damper to be provided within the suite at thermostat. System to be connected to emergency power." The system provided is the same as typical guest units with increased capacity as needed to provide for heat/cool loads and code ventilation.	OPEN		
JHK/IE	Mechanical Systems	74.3	Minimum Heating Standards: Standard calls for heating humidification of 50% +/- 5% RH. This would require humidification in this climate. Humidification is not included or controlled on this project.	OPEN		
JHK/IE	Mechanical Systems	74.7	Minimum Ventilation Requirements: Table calls for bedrooms to have 100m3/hr/bay (50 CFM). Local code minimum calculates to 30 CFM exhaust and supply for a typical room and local code is what is being provided.	OPEN		

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JHK/IE	Mechanical Systems	74.7	Minimum Ventilation Requirements: Table calls for Guest baths/Toilets (unit) to have 85m3/hr/person (50 CFM). The provided design (and budget) includes local minimum code of 30 CFM exhaust.	OPEN		
JHK/IE	Mechanical Systems	74.9	Minimum Standards for Room Pressurization: Standard calls for guest rooms and corridors to be positive. For the tower, one of these needs to be positive relative to the other. We are providing exhausting slightly less to the corridor than supply so that the corridor will be very slightly positive to the guest rooms.	OPEN		
JHK/IE	Plumbing System	120	Plumbing water distribution will consist of only one main in lieu of the Hyatt Standard requiring two connectors to two different mains.	OPEN		
JHK/IE	Plumbing System	120	Water System Design Parameters: Standard requires guest units to be served separately from public areas. The provided system will serve floors 4 through Roof on a separate booster/heater system. The podium will have a separate water heating system and will run off of street pressure. This includes 14 guest units on the 3rd floor. The units will be provided with pressure balanced shower valves.	OPEN		
JHK/IE	Plumbing System	120	Water Storage: On site water storage will not be provided for potable use.	OPEN		
JHK/IE	Plumbing System	121	Water Treatment: Water treatment is not provided as the local water supply is of high quality.	OPEN		
JHK/IE	Plumbing System	124	Project includes two (2) grease inceptors to be installed at the parking/loading dock in lieu of the exterior of the building.	OPEN		
JHK/IE	Plumbing System	132	Guestroom Bathroom Fixture and Fitting Selections: Standard requires water closets to have: "....flush mounted on wall, concealed cistern and back connection....." Water closets to be provided will be exposed tank with floor outlets in guestrooms.	OPEN		
JHK/IE	Plumbing System	133	Guestroom Bathroom Fixture and Fitting Selections: Standard requires shower valves to have: "....single valve for temperature setting or digital mixer with thermostatic balancing device equipped with anti-scald feature." The provided shower valves are listed pressure balanced with check valves on supplies.	OPEN		
JHK/IE	Plumbing System	133	Guestroom Bathroom Fixture and Fitting Selections: Standard requires for vanity: "under slung mounting or free standing with ....." Provided lavatories are under counter.	OPEN		

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JHK/IE	Plumbing System	138	PEX piping and fittings will be utilized within walls and hotel rooms. This has been approved by Hyatt with the condition that no splicing will be allowed with the guestrooms.	OPEN		
JHK/IE	Plumbing System	138.2	The sanitary underground waste piping will be bell and spigot in lieu of service weight cast iron with standard no-hub couplings.	OPEN		
OEG	Sustainable Design	30.15	Lighting controls in stairwells will only dim to 50% while unoccupied. Once stairwell is occupied, lighting controls will have lamps illuminate to 100%, per code.	OPEN		
OEG	Electrical Systems	95	Two separate power feeders – Portland Power and Light is currently reviewing if two (2) separate feeds are feasible. As design develops viability and cost will be further evaluated. Current budget only includes one (1) feed.	OPEN		
OEG	Electrical Systems	95	Electrical Systems - Incoming Utility Services - Transformers - "The conductor material of all transformers shall be electrical grade copper." Per June 24, 2015 Value Analysis Adjustments to SD Budget log, aluminum will be used in lieu of copper.	OPEN		
OEG	Electrical Systems	71 & 102	Motor controllers – MEP equipment will be controlled via VFDs and it is not anticipated that motor controllers centers will be utilized.	OPEN		
OEG	Electrical Systems	96	"The emergency / standby system shall…In-Service operation shall comply with NFPA 110 – Standard for Emergency and Standby Power Systems, level 1 (Essential Lighting and Power), Class 48 (minimum 48 hours of continuous operation)" Emergency generator run time – the current scope includes a generator fuel tank that will support +/- four (4) hours of continuous operation.	OPEN		
OEG	Electrical Systems	97	Electrical Systems - System Network Zoning and Sub Metering - "As part of the sustainable design to monitor and save…provide sub metering to each individual areas…" Current scope only includes sub metering for the retail, kitchen, restaurant, regency club, generator, pool, and ballrooms spaces.	OPEN		
OEG	Electrical Systems	98	Electrical Systems - Distribution Network - Main Distribution Panels - Per June 24, 2015 Value Analysis Adjustments to SD Budget log, aluminum will be used in lieu of copper for switchgear and panelboards.	OPEN		

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OEG	Electrical Systems	98	Electrical Systems - Distribution Network - Feeder Design - Per June 24, 2015 Value Analysis Adjustments to SD Budget log, aluminum will be used in lieu of copper for main feeders and bussduct	OPEN		
OEG	Electrical Systems	99	Electrical Systems - Distribution Network - "All distribution cables must minimally be carried in steel, PVC or fiberglass conduits." Budget and current design is based on an acceptable footage of +/- 15' of "free air cabling" which will run from conduit to device.	OPEN		
OEG	Electrical Systems	99	Electrical Systems - Distribution Network - "All distribution cables must minimally be carried in steel, PVC or fiberglass conduits." Per June 24, 2015 Value Analysis Adjustments to SD Budget log, MC cable will be utilized for all branch power (convenience circuits and lighting).	OPEN		
OEG	Electrical Systems	103	Electrical Systems - Gounding Systems and Lightning Protection - Lightning Protection - Per June 24, 2015 Value Analysis Adjustments to SD Budget log, lightning protection has been eliminated.	OPEN		
OEG	Electrical Systems	105.7 & 105.8	Electrical Systems - Emergency / Standby Power Systems - Attachment - Index of Reliability for Power Loads - Per June 24, 2015 Value Analysis Adjustments to SD Budget log, emergency power will be eliminated in guestrooms.	OPEN		
OEG	Building Automation Systems (BAS)	186	Building Automation System – Scope of Work - Sample BAS Point Schedule - monitoring of the life safety equipment through BMS system has been excluded. This point was not included on the point schedule in the ER&MS document but required clarification.	OPEN		
OEG	Fire and Life Safety Systems	192	Integrating of lighting system with fire alarm system is not a Hyatt Standard and is currently not in our current design or budget.	OPEN		
OEG	List of Spare Parts	262.4	List of Spare Parts - Electrical - current budget includes an industry standard spare parts allowance for lamps and ballasts which is included in the $5/SF lighting allowance.	OPEN		
JCI	Fire and Life Safety Systems	190	"Minimally, sprinkler pump configuration consists of one duty and one standby fire pump(s) and a "jockey" pump to maintain system pressure." Project is only carrying one fire pump in lieu of one main fire pump and one standby fire pump.	OPEN		

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JCI	Communications Systems	147	ER&MS Johnson Controls took exception and variance with the following: Hyatt Standard: "A dedicated BOH Network separate from the Guest Network is required with no exceptions. JCI's recommendation for a converged network represents approximately 34% savings in hardware and software and installation and utilizes Avaya's Fabric Connect Stealth Network Technology to virtually segment the entire network as a sub function of SPB (shortest path bridging). Fabric connect is proven to be more secure than traditional VLAN segmentation and complies with PCI and HIPPA standards. A converged network will not only reduce your Networking Hardware and software expense but also reduce associated cabling costs as well as simplify ongoing management and OPEX.	OPEN		
JCI	Communications Systems	147	Johnson Controls took exception and variance with the following: Hyatt Standard: Only Hotel office operations and PMS/POS system can operate on the BOH Network. (Data Systems Equipment) JCI's recommendation for a converged network represents approximately 34% savings in hardware and software and installation and utilizes Avaya's Fabric Connect Stealth Network Technology to virtually segment the entire network as a sub function of SPB (shortest path bridging). Fabric connect is proven to be more secure than traditional VLAN segmentation and complies with PCI and HIPPA standards. A converged network will not only reduce your Networking Hardware and software expense but also reduce associated cabling costs as well as simplify ongoing management and OPEX.	OPEN		

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JCI	Communications Systems	147	Johnson Controls took exception and variance with the following: Hyatt Standard: All VOIP telephone handset must connect to a dedicated network that only supports the PABX and IP handset. No other IP device is to share this network. (Data Systems Equipment) JCI's recommendation for a converged network represents approximately 34% savings in hardware and software and installation and utilizes Avaya's Fabric Connect Stealth Network Technology to virtually segment the entire network as a sub function of SPB (shortest path bridging). Fabric connect is proven to be more secure than traditional VLAN segmentation and complies with PCI and HIPPA standards. A converged network will not only reduce your Networking Hardware and software expense but also reduce associated cabling costs as well as simplify ongoing management and OPEX.	OPEN		
JCI	Communications Systems	149	Johnson Controls took exception and variance with the following: Hyatt Standard: Separate backbone and edge switches will be required to maintain isolation between BOH Network and Guest Network. (Data Systems Equipment) JCI's recommendation for a converged network represents approximately 34% savings in hardware and software and installation and utilizes Avaya's Fabric Connect Stealth Network Technology to virtually segment the entire network as a sub function of SPB (shortest path bridging). Fabric connect is proven to be more secure than traditional VLAN segmentation and complies with PCI and HIPPA standards. A converged network will not only reduce your Networking Hardware and software expense but also reduce associated cabling costs as well as simplify ongoing management and OPEX.	OPEN		
JCI	Communications Systems	157	Communications Systems - Telephone Types - Per June 24, 2015 Value Analysis Adjustments to SD Budget log, employee mobile handsets have been excluded.	OPEN		
JCI	Communications Systems	158	Type 9 Pay phone – All Pay phones are excluded.	OPEN		
JCI	Communications Systems	167	Cellular Service - Any and all Cellular Companies carrier costs for the Cellular Distributed Antenna System (CDAS) are excluded.	OPEN		

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JCI	Audio Visual Systems	173 & 174	Audio Visual Systems - A centralized music server to feed the background music system has been excluded.	OPEN		
JCI	Audio Visual Systems	177 & 178	Ballroom - Stage lighting and follow spotlights are excluded for all ballrooms.	OPEN		
JCI	Audio Visual Systems	180	Spa & Fitness Center - Underwater speakers and MP3 player connection is excluded in the pool area. A mobile AV cart and microphone system is excluded for the gym.	OPEN		
JCI	Audio Visual Systems	181 & 182	Typical Guestroom – Equipment – Under counter speakers in guest room bathrooms are excluded.	OPEN		
JCI	Audio Visual Systems	182	Mini /Junior Suites – Surround Sound and Hi-Fi systems are excluded.	OPEN		
JCI	Audio Visual Systems	184	Mobile carts for Meeting Rooms – ER&MS v4.0 did not specify quantities for the following items; budget includes one (1) of each: 1) Document Camera, Video Camera w/Tripod and Smartboard 184	OPEN		
JCI	Building Automation Systems (BAS)	188	Building Automation System – Design Criteria - Integration with the hotel's Computerized Maintenance Management System is excluded.	OPEN		
JCI	Fire and Life Safety Systems	194	Fire Detection and Alarm System – Design Parameter – integration of the public address/background music system with the fire alarm system is excluded.	OPEN		
JCI	Security Systems	229 & 243	Properties located in Elevated Security Environments - All additional security called out in the EM&RS within the Presidential Suite is excluded. The Presidential Suite has been treated like a standard guest room for security.	OPEN		
JCI	Security Systems	238	Closed Circuit Television - Properties located in Elevated Security Environments - Per June 24, 2015 Value Analysis Adjustments to SD Budget log, all guest floor video systems have been eliminated. Please note that the video system for the Presidential Suite is to remain.	OPEN		
JCI	Security Systems	251	Intercom System Standard – No provisions are in the current budget for interior/exterior emergency call stations with lighting and signage.	OPEN		

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Trade Partner	ER&MS Section	ER&MS Page #	Variance/Exception/Clarification	Status	Hyatt Acceptance	Response Date
JCI	Structured Cabling		Hyatt Standards calls for (3) Voice/Date, (1) Data for Temp Controls, (1) Data for Digital Signage, (1) Phone, and (1) Wireless Access Point. The scope provided (See Basis of Design) varies from this Standards requirement.	OPEN		
JCI	Structured Cabling		Hyatt Standards calls for (3) Telephone outlets, (1) Data for Mini Bar, (1) Data for Television, (1) Data above desk, and (1) addition of a sub_IDF punch down assembly. The scope provided (See Basis of Design) varies from this Standards requirement.	OPEN		
JCI	Physical Security		Hyatt Standards calls for additional security for a Presidential Suite. The Presidential Suite Physical Security design scope provides the same security as a standard guest room. The scope provided (See Basis of Design) varies from the Standards requirement.	OPEN		
JCI	IPTV System		The IPTV System will use a different head-end supply and a secondary network supplier (Juniper in lieu of Cisco). This is a deviation from Hyatt Standards.	OPEN		
JCI	Network System		The Network System will use a secondary network supplier (Juniper in lieu of Cisco). This is a deviation from Hyatt Standards.	OPEN		
JCI	Telephone System		The Telephone System will use a secondary network supplier (Juniper in lieu of Cisco). This is a deviation from Hyatt Standards.	OPEN		
JCI	WiFi System		The WiFi System will use a secondary network supplier (Juniper in lieu of Cisco). This is a deviation from Hyatt Standards.	OPEN		
JCI	Guest Floor Video System		There are no Video Systems provided to any guest floor except the one Presidential Suite. This is a deviation from Hyatt Standards.	OPEN		
Mort	Elevators		The Service Elevators are to be hydraulic. This could be a deviation from the Hyatt Standards. See "Elevator Traffic Study" in Appendices.	OPEN		

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Memorandum

Hyatt Design Standards + Oregon Code Compatibility

Project: Oregon Convention Center Hotel
AM Project #: 124575

Date: August 5, 2015
Prepared For: Mortenson Construction
Prepared by: Sharon Nobbe (AMA)

Distribution :
cc: Trace Jaques, ESG
Nate Gundrum, Mortenson Development
Jeff Nyborg, Mortenson Construction

A. Basis of Review:
   1. Hyatt International Technical Services - Design Recommendations & Minimum Standards Version 5.0
   2. Hyatt Regency Hotel Schematic Floor Plans Draft July 31, 2015- Floor plans:
      a. Holladay Street Level - Roof/ Penthouse Level
      b. Typical King Guestroom, Typical QQ Guestroom

B. Applicable Codes:
   1. 2014 Oregon Structural Specialty Code (based on the 2012 IBC), effective July 1, 2014
   2. 2014 OSSC Accessibility Chapter 11 referenced standard – ICC-ANSI A117.1-2009
   3. 2014 Oregon Energy Efficiency Specialty Code
   4. 2007 Portland Fire Code (based on 2007 Oregon Fire Code)
   5. 2014 Oregon Mechanical Specialty Code
   6. 2014 Oregon Electrical Specialty Code (based on 2011 NFPA 70 NEC)
   7. 2014 Oregon Plumbing Specialty Code
   8. 2014 Oregon Energy Efficiency Specialty Code (based on 2009 IECC)
   9. City of Portland, Oregon Charter and Code

C. Comments:
   1. Pg. 23 Guestrooms, Suites and Corridors. Site, Building and Guestroom Accessibility shall comply with OSSC Chapter 11 Table 1107.6.1.1, ANSI 117.1-2009 and ADA.
   2. Page 23, 49, 97 Exiting Concepts. Exits travel distance and quantity shall comply with Chapter 10. Alternate Means and Methods shall provide equivalent or better.

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3. Pg. 24, 42, 48, 97 Space Design Requirements. Fire rated assemblies shall comply with Chapters 7 and 10.
   - Emergency exit route assemblies must achieve a minimum fire resistant rating of 90 minutes. Per Section 1022 and 713, minimum for exit stairs is 2 HRs per OSSC 1022 and 713. Fire rating of assemblies shall comply with Chapter 7.
   - Minimum height of guard and hand rails shall comply with Section 1013 –metric conversion height is less than 42" required.
4. Pg. 26 Typical Guestroom. Living/ Sleeping/ Study Area Lighting and Controls shall comply with ANSI 117.1-2009, ADA and NFPA 70 (NEC).
5. Pg. 26 Bathroom Wet Area. Dimensions and clearances shall comply with Chapter 11, ANSI 117.1. Metric units less than required.
6. Pg. 30, 112 Materials shall comply with Chapter 8, Section 803. Flame spread and slip resistance.
7. Pg. 32 Door Locks and controls shall meet Chapter 10, Section 1008 and ANSI A117
8. Pg. 32 Miscellaneous FFE shall meet Chapter 11, ANSI A117.1 – reach range and equivalency.
9. Pg. 41 Public Areas shall meet Chapter 11, ANSI A117.1, Chapter 29 Plumbing fixture
10. Pg. 43 External signage shall meet Portland Title 32 Sign Code.
11. Pg. 50 Dining Area differing floor levels shall be per Chapter 11 and Chapter 10 for accessibility, exiting
12. Pg. 54 Lighting shall meet exit lighting and illuminance per Chapter 9
13. Pg. 55 Coffee Bar counter height shall meet Chapter 11.
14. Pg. 56 Kitchens, Bars & Pantries shall meet Oregon Department of Health requirements for food handling environments and licensing.
15. Pg. 69, 77,116 Exhaust Hoods and Linen Chutes. Provide rated shaft enclosures to meet Section 713.
16. Pg.89, 90 Pool Areas Entrance doors and gates shall meet exiting per Chapter 10 Section 1008.
17. Pg. 96 Back of House Facilities storage, loading and recycling facilities to meet Portland City Code Chapter 17.102, OSFC Section 304
18. Pg. 138, 140 Interior signage must comply with Section 1110 of Chapter 11 Accessibility
19. Pg. 139 Plumbing Fixtures shall comply with Chapter 6 of ICC A117.1
20. Pg. 149 Sustainable Design Criteria Attachment
    - Pg. 19.7 Building Site and Site Components must meet City of Portland Title 33 Ch. 33.248 Landscape and Screening requirements
    - Pg. 19.7 Rainwater harvesting is regulated by City of Portland Water Code Ch. 17.38 Drainage and Water Quality

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- Pg. 19.13 Construction Materials, Process, and Methods must meet Portland City Code Title 10 Erosion and Sediment Control Regulations
- Pg. 19.18 Water Efficiency must meet City of Portland Water Management and Conservation Plan
- Pg. 19.20, 19.21 Energy and Atmosphere building must meet Oregon Energy Efficiency Specialty Code and Portland City Code Chapter 17.104 Commercial Building Energy Performance Reporting.

21. Pg. 152 Security and locks must meet OSSC Chapter 10 Means of Egress requirements
22. Pg. 202 Physical Security Requirements and Standards must meet Portland Fire Code for fire truck access
23. Pg. 223 Security systems and alarms must comply with Chapter 7 of ICC A117.1 Communication Elements and Features

END OF MEMO

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FF&E / OS&E Matrix Oregon Convention Center Hotel				
	Included in direct cost of Design-Build Agreement	**Included in FF&E Allowance of Design-Build Agreement**	**Included in OS&E Allowance of Design-Build Agreement**	**Comments**
Exterior				
Provide & Install Entry Drive Monument Signs	XX			Allowance
Provide & Install Exterior Building Signage	XX			Allowance
Provide & Install Power to Exterior Signs	XX			
Provide & Install Conduit, Wiring & Devices for Outdoor Outlets	XX			
Provide & Install Window Washing Equipment (structural davits)	XX			
Provide & Install Window Washing Equipment			XX	
Provide & Install Trash Compactor	XX			
Provide & Install Trash Chute	XX			
Provide & Install Exterior Landscaping (including Irrigation)	XX			
Provide & Install Flag Poles and Bases	XX			
Provide & Install Flag Pole Lighting (Fixture & Lighting)	XX			
Provide & Install Flags	XX			
Provide & Install Furniture			XX	
Provide & Install Decorative Lighting	XX			
Lobby/Restaurant/Bar				
Provide & Install Flooring	XX			
Provide & Install Wood/Stone Base	XX			
Provide Vinyl Wallcovering		XX		
Install Vinyl Wallcovering	XX			
Provide & Install Other Wall Finishes (Non-VWC)	XX			
Provide & Install Cabinetry/ Counter Tops	XX			
Provide Decorative Lighting and Chandeliers		XX		
Install Decorative Lighting and Chandeliers	XX			
Provide & Install Hardwired Lighting	XX			
Provide & Install Fire Extinguisher Cabinets & Extinguishers	XX			
Provide & Install Code Signage	XX			
Provide & Install Way Finding & Identification Signage		XX		
Provide & Install Banquettes/Tables/Chairs, etc.		XX		
Provide & Install Artwork & Accessories		XX		
Provide & Install POS Equipment			XX	
Provide & Install POS Connection Ports	XX			

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FF&E / OS&E Matrix Oregon Convention Center Hotel				
	Included in direct cost of Design-Build Agreement	**Included in FF&E Allowance of Design-Build Agreement**	**Included in OS&E Allowance of Design-Build Agreement**	**Comments**
Business Center/Guest Lounge				
Provide Carpet, Carpet Pad, & Carpet Base		XX		
Install Carpet, Carpet Pad, & Carpet Base	XX			
Provide & Install Hard Surface Flooring	XX			
Provide & Install Wood/Stone Base	XX			
Provide & Instal Cove Molding	XX			
Provide Vinyl Wallcovering		XX		
Install Vinyl Wallcovering	XX			
Provide & Install Other Wall Finishes (Non-VWC)	XX			
Provide & Install Corner Guards	XX			
Provide & Install Cabinetry/ Counter Tops (incl. cabinet hardware)	XX			
Provide & Install Registration Desk Millwork and Counter Top	XX			
Provide & Install Chair Rail	XX			
Provide Decorative Lighting and Chandeliers		XX		
Install Decorative Lighting and Chandeliers	XX			
Provide & Install Hardwired Lighting	XX			
Provide & Install Doors and Door Hardware	XX			
Provide & Install Fire Extinguisher Cabinets & Extinguishers	XX			
Provide & Install Code Signage	XX			
Provide & Install Way Finding & Identification Signage		XX		
Provide & Install Window Treatment		XX		
Provide & Install Furniture (Sofas, Chairs, Tables, etc.)		XX		
Provide & Install Banquettes/Tables/Chairs, etc.		XX		
Provide & Install Artwork & Accessories		XX		
Provide & Install Televisions		XX		
Provide & Install Wall Mtd Bracket (for TV's)	XX			
Provide & Install Business Center Office Furniture		XX		
Provide & Install Business Center Office Equipment (Phone, Fax, Printers, Computers)			XX	
Provide & Install Concierge Lounge Kitchen Equipment (Refrigerator, Dishwasher, coffeemaker, etc.)	XX			
Meeting Rooms, Ballroom and Pre-Function				
Provide Carpet, Carpet Pad, & Carpet Base		XX		
Install Carpet, Carpet Pad, & Carpet Base	XX			
Provide & Install Wood/Stone Base	XX			
Provide & Instal Cove Molding	XX			
Provide Vinyl Wallcovering		XX		

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	Included in direct cost of Design-Build Agreement	Included in FF&E Allowance of Design-Build Agreement	Included in OS&E Allowance of Design-Build Agreement	Comments
Install Vinyl Wallcovering	XX			
Provide & Install Other Wall Finishes (Non-VWC)	XX			
Provide & Install Cabinetry/ Counter Tops	XX			
Provide & Install Chair Rail	XX			
Provide Decorative Lighting and Chandeliers		XX		
Install Decorative Lighting and Chandeliers	XX			
Provide & Install Hardwired Lighting	XX			
Provide & Install Specialty Power		XX		FF&E Low Voltage Allowance
Provide & Install Sound & AV System Equipment		XX		FF&E Low Voltage Allowance
Provide & Install Fire Extinguisher Cabinets & Extinguishers	XX			
Provide & Install Built-in Projection Screens		XX		FF&E Low Voltage Allowance
Provide & Install Hang Point Hardware		XX		FF&E Low Voltage Allowance
Provide & Install Code Signage	XX			
Provide & Install Way Finding & Identification Signage		XX		
Provide & Install Banquettes/Tables/Chairs, etc.		XX		
Provide & Install Artwork & Accessories		XX		
Provide & Install Wall Mounted Tackboards/Whiteboards	XX			
Guestrooms				
Provide Carpet, Carpet Pad, & Carpet Base		XX		
Install Carpet, Carpet Pad, & Carpet Base	XX			
Provide & Install Wood Base	XX			
Provide & Instal Cove Molding	XX			
Provide Vinyl Wallcovering		XX		
Install Vinyl Wallcovering	XX			
Provide & Install Other Wall Finishes (Non-VWC)	XX			
Provide & Install Ceramic Tile	XX			
Provide & Install Corner Guards	XX			
Provide & Install Bath Vanities and Tops	XX			
Provide Bathroom Sconces		XX		
Install Bathroom Sconces	XX			
Provide Welcome Light @ Entry		XX		
Install Welcome Light @ Entry	XX			
Provide Mirrors		XX		
Install Mirrors	XX			
Provide & Install Seating (lounger, desk chair, task chair, etc.)		XX		
Provide & Install Desk Unit and Dresser		XX		
Provide & Install Free Standing Lamps		XX		
Provide & InstallMattress/ Box Spring/ Bed Frame		XX		

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FF&E / OS&E Matrix Oregon Convention Center Hotel				
	Included in direct cost of Design-Build Agreement	**Included in FF&E Allowance of Design-Build Agreement**	**Included in OS&E Allowance of Design-Build Agreement**	**Comments**
Provide & Install Artwork		XX		
Provide & Install Televisions		XX		
Provide & Install Wall Mtd Bracket (for TV's)	XX			
Provide & Install Drapery, Blinds and Related Hardware		XX		
Provide & Install Velvet Bags			XX	
Provide & Install Closet Rod System	XX			
Provide & Install Closet Doors and Hardware	XX			
Provide & Install Light Fixtures (hardwired)	XX			
Provide & Install Bathroom Plumbing Fixtures	XX			
Provide & Install Bath Accessories (shelf, hooks, t.p., tissue holder)	XX			
Provide & Install Glass Shower Walls/ Doors (and hardware)	XX			
Provide & Install ADA Accessories (grab bars, shower seats)	XX			
Provide & Install Shower Curtain Rod	XX			
Provide & Install Code Signage	XX			
Provide & Install Ironing Board, Iron, & Iron Organizer		XX		
Provide & Install Radios, Clocks			XX	
Provide & Install Room Safe		XX		
Provide & Install Mini Fridges		XX		
Provide & Install Kitchen Equipment at Suites		XX		
Provide & Install Bathroom Textiles			XX	
Provide & Install Hair Dryers			XX	
Provide & Install Coffee Pot & Accessories			XX	
Provide & Install Bedspreads/Duvet			XX	
Provice & Install Linen Package			XX	
Provice & Install Bedroom Textiles (pillow, blanket, sheet, mat, pad, etc.)			XX	
Provice & Install Clothes Hangers			XX	
Provide & Install Card Access System		XX		FF&E Low Voltage Allowance
Guestroom Corridors				
Provide Carpet & Carpet Pad		XX		
Install Carpet & Carpet Pad	XX			
Provide & Install Wall Base	XX			
Provide & Install Cove Moldings	XX			
Provide Vinyl Wallcovering		XX		
Install Vinyl Wallcovering	XX			

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	Included in direct cost of Design-Build Agreement	Included in FF&E Allowance of Design-Build Agreement	Included in OS&E Allowance of Design-Build Agreement	Comments
Provide & Install Other Wall Finishes (Non-VWC)	XX			
Provide Decorative Wall Sconces		XX		
Install Decorative Wall Sconces	XX			
Provide & Install Light Fixtures (hardwired)	XX			
Provide & Install Corner Guards	XX			
Provide & Install Way Finding & Identification Signage		XX		
Provide & Install Fire Extinguisher Cabinets & Extinguishers	XX			
Provide & Install GR Corridor Ice Machines	XX			
Provide & Install GR Corridor Vending Room Equipment			XX	
Provide & Install Artwork		XX		
Provide & Install Elevator Lobby Furniture		XX		
Public Restrooms				
Provide & Install Hard Surface Flooring	XX			
Provide Vinyl Wallcovering		XX		
Install Vinyl Wallcovering	XX			
Provide & Install Other Wall Finishes (Non-VWC)	XX			
Provide & Install Countertops, Fixtures, Partitions, Accessories, etc.	XX			
Provide Decorative Light Fixtures		XX		
Install Decorative Light Fixtures	XX			
Provide & Install All Lighting	XX			
Provide & Install Doors and Door Hardware	XX			
Provide & Install Code Signage	XX			
Office & Back of House				
Provide Carpet & Carpet Pad		XX		
Install Carpet & Carpet Pad	XX			
Provide & Install Wall Base	XX			
Provide Vinyl Wallcovering		XX		
Install Vinyl Wallcovering	XX			
Provide & Install Other Wall Finishes (Non-VWC)	XX			
Provide & Install Hardwired Lighting	XX			
Provide & Install Doors and Door Hardware	XX			
Provide & Install Fire Extinguisher Cabinets & Extinguishers	XX			
Provide & Install Code Signage	XX			
Provide & Install Way Finding & Identification Signage		XX		
Provide & Install Office Furniture		XX		
Provide & Install Equipment-Copiers, Phone system, Fax, Coffee Maker, etc.			XX	
Provide & Install Safe			XX	
Provide & Install Card Access System		XX		FF&E Low Voltage Allowance

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FF&E / OS&E Matrix Oregon Convention Center Hotel				
	Included in direct cost of Design-Build Agreement	**Included in FF&E Allowance of Design-Build Agreement**	**Included in OS&E Allowance of Design-Build Agreement**	**Comments**
Provide laptops for hotel mgmt team			XX	
Provide & Install PMS Equipment (Property Mgmt Systems)			XX	
Provide & Install Time Clocks			XX	
Provide & Install Two-Way Radio System			XX	
Kitchen				
Provide & Install FS Equipment- Specify, Procure, Receive, Store, Install, Startup,	XX			Allowance
Provide & Install FS Equipment-w/lay-out by Food service contractor. C connects after install	XX			Allowance
Provide & Install Soda/ Beverage Line Conduits	XX			Allowance
Provide & Install Soda/ Beverage Equipment	XX			Allowance
Provide & Install Wall Finishes	XX			
Provide & Install Hard Surface Flooring (Quarry Tile)	XX			
Provide & Install FRP/ Ceramic Tile Walls	XX			
Provide & Install Smallwares			XX	
Provide & Install Grease Hoods/Duct	XX			Allowance
Provide & Install Soap & Towel Dispenser	XX			Allowance
Provide & Install Doors and Door Hardware	XX			
Provide & Install Fire Extinguisher Cabinets & Extinguishers	XX			
Exercise Area & Pool				
Provide & Install Exercise Equipment			XX	
Provide & Install Television		XX		
Provide & Install Wall Mtd Bracket (for TV's)	XX			
Provide Exercise Room Flooring & Pad		XX		
Install Exercise Room Flooring & Pad	XX			
Provide Exercise Room Wallcovering		XX		
Install Exercise Room Wallcovering	XX			
Provide & Install Other Wall Finishes (Non-VWC)	XX			
Provide & Install Tables/ Benches/ Chairs		XX		
Provide & Install Window Treatments		XX		
Provide & Install Hard Surface Flooring (Quarry Tile)	XX			
Provide & Install FRP/ Ceramic Tile Walls	XX			

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	Included in direct cost of Design-Build Agreement	Included in FF&E Allowance of Design-Build Agreement	Included in OS&E Allowance of Design-Build Agreement	Comments
Provide & Install Lockers	XX			
Provide & Install Doors and Door Hardware	XX			
Provide & Install Fire Extinguisher Cabinets & Extinguishers	XX			
Provide Pool Room Wallcovering		XX		
Install Pool Room Wallcovering	XX			
Provide & Install Pool Furniture & Furnishings		XX		
Provide & Install Pool Equipment	XX			
Provide & Install Regulatory & Lifesaving Equipment	XX			
Provide & Install Code Signage	XX			
Provide & Install Eyewash Station in Pool Equipment Room	XX			
Elevators				
Provide & Install Interior Finishes	XX			Allowance
Provide & Install Interior Lighting	XX			
Associate Dining, Break Area & Locker Rooms				
Provide & Install Benches	XX			
Provide & Install Hard Surface Flooring	XX			
Provide & Install Wall Finishes	XX			
Provide Carpet & Carpet Pad		XX		
Install Carpet & Carpet Pad	XX			
Provide & Install Window Treatments		XX		
Provide & Install Televisions		XX		
Provide & Install Wall Mtd Bracket (for TV's)	XX			
Provide & Install Furniture (chairs, tables, etc.)		XX		
Provide & Install Hardwire Lighting	XX			
Provide & Install Sink	XX			
Provide & Install Lockers	XX			
Provide & Install Fire Extinguisher Cabinets & Extinguishers	XX			
Provide & Install Coffee Maker	XX			
Provide & Install Bulletin Board			XX	
Provide & Install Dishwasher	XX			
Provide & Install Refrigerator	XX			
Provide & Install Microwave Oven	XX			

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FF&E / OS&E Matrix Oregon Convention Center Hotel				
	Included in direct cost of Design-Build Agreement	**Included in FF&E Allowance of Design-Build Agreement**	**Included in OS&E Allowance of Design-Build Agreement**	**Comments**
Housekeeping & Laundry				
Provide & Install Flooring	XX			
Provide & Install Wall Finishes	XX			
Provide & Install Wall Shelving	XX			
Provide & Install Stainless Steel Corner Guards	XX			
Provide & Install Doors and Door Hardware	XX			
Provide & Install Fire Extinguisher Cabinets & Extinguishers	XX			
Provide & Install Linen Chute	XX			
Provide & Install Hardwire Lighting	XX			
Provide & Install Mop Sinks at each Floor	XX			
Provide & Install Utility Trucks			XX	Outsourced laundry
Provide & Install Scale Cart			XX	Outsourced laundry
Provide & Install Soiled Linen Carts			XX	Outsourced laundry
Provide & Install Helping Hand			XX	Outsourced laundry
Provide & Install Mobile Shelving			XX	Outsourced laundry
Provide & Install Washer/ Extractor			XX	Outsourced laundry
Provide & Install Dryer/ Tumbler			XX	Outsourced laundry
Provide & Install Folder/ Ironer			XX	Outsourced laundry
Provide & Install Soap Dispensing System			XX	Outsourced laundry
Provide & Install Folding Table			XX	Outsourced laundry
Provide & Install Automated Uniform Conveyor			XX	Outsourced laundry
All items not listed		XX		

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Low Voltage "Technology" FF&E Matrix Oregon Convention Center Hotel — Mortenson Project #14050005			
DESCRIPTION	**Included in direct cost of Design-Build Agreement**	**Included in Low-Voltage "Technology" FF&E Allowance in Design-Build Budget**	**By Others (not included in Design-Build Agreement)**
Tele/Data			
Structured Cable Package (Base Bid)			
Provide Rough-In Box Conduit	XX		
Copper Backbone (Provide and Install)	XX		
Copper Backbone (Design)	XX		
Fiber Backbone (Provide and Install)	XX		
Fiber Backbone (Design)	XX		
Communication Room Layout, Design, and Equipment Provision (Panel, Rack, etc.)	XX		
Communication Room Build-Out (Cable Tray/Rack Installation)	XX		
Structured Cable (Cat 6A) (Horizontal Cabling, Provide and Install)	XX		
Structured Cable (CAT 6A) (Horizontal Cabling, Design)	XX		
Structured Cable Terminating/Testing (Field Devices/Patch Panels)	XX		
Panel Boards for all Low Voltage Systems	XX		
Backing for all Low Voltage Systems	XX		
Install Low Voltage Service Conduits	XX		
Telephone System Package			
Telephone System Cabling (Provide and Install)	XX		
Telephone System PBX Head End(Provide and Install)		XX	
Telephone System PBX Head End (Design)		XX	
Telephone System Hand Sets (Provide and Install)		XX	
Telephone System Hand Sets (Design)		XX	
Telephone System Programming/Start-Up/Commissioning		XX	
Network Package			
Network Gear (Edge & Core Switches) (Provide and Install)		XX	
Network Design		XX	
Network Programming (OS-Start-Up)		XX	
Terminating/Testing (Network Devices)		XX	

Low Voltage "Technology" FF&E Matrix Oregon Convention Center Hotel — Mortenson Project #14050005			
DESCRIPTION	**Included in direct cost of Design-Build Agreement**	**Included in Low-Voltage "Technology" FF&E Allowance in Design-Build Budget**	**By Others (not included in Design-Build Agreement)**
WIFI/WLAN Package			
WIFI/WLAN (Head-End) (Provide and Install)		XX	
WIFI/WLAN Design		XX	
WIFI/WLAN Start-up/Programming		XX	
WIFI/WLAN Access Points (Provide)		XX	
WIFI/WLAN Access Points (Install)		XX	
WIFI/WLAN Access Point Cabling-Provide and Install	XX		
Fire Alarm			
Provide Rough-In Box/Conduit	XX		
Provide FA Equipment	XX		
Police Radio/900mhz (Public Safety DAS) Design	XX		
Police Radio/900mhz (Public Safety DAS) Equipment Provision	XX		
Police Radio/900mhz (Public Safety DAS) Install	XX		
Install/Terminate FA Equipment	XX		
Fire Alarm Shop Drawings	XX		
Fire Alarm As-Built Drawings	XX		
Fire Alarm Permitting/Plan Review "City of Portland"	XX		
Fire Alarm Programming Start-up/Testing/Commissioning	XX		
Kitchen Fire Suppression System Coordination/Monitoring	XX		
Fire Sprinkler System Coordination/Monitoring	XX		
Duct Smoke Detector- Equipment	XX		
Duct Smoke Detector- Wire/Terminate	XX		
Duct Smoke Detector- Installation	XX		
Fire Smoke Dampers-Equipment/Installation	XX		
Fire Smoke Dampers-Wire/Terminate	XX		
Fire Smoke Dampers-Wire/Provide Monitoring Equipment	XX		
Fire Alarm System Training	XX		

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Low Voltage "Technology" FF&E Matrix Oregon Convention Center Hotel — Mortenson Project #14050005			
DESCRIPTION	**Included in direct cost of Design-Build Agreement**	**Included in Low-Voltage "Technology" FF&E Allowance in Design-Build Budget**	**By Others (not included in Design-Build Agreement)**
Security			
Access Control Package			
Provide Rough-In Box/Conduit	XX		
Provide Card Readers (Door Contacts, Request to Exits)	XX		
Install/Terminate Card Readers	XX		
Access Control Design	XX		
Access Control Head-End (Servers & Software) Provide & Install		XX	
Access Control Cabling-Provide and Install	XX		
Access Control Door Hardware-Provide/Install	XX		
Access Control Door Hardware-Review/Coordination	XX		
Access Control System As-Built Drawings	XX		
Access Control System Permitting/Plan Review "City of Portland" (If required, must verify)	XX		
Access Control System Programming Start-up/Testing/Commissioning		XX	
Access Control System Training		XX	
Video Surveillance Package			
Provide Rough-In Box/Conduit	XX		
Provide Security Cameras	XX		
Install/Terminate Security Cameras	XX		
Security Camera Cabling-Provide/Install	XX		
Monitors, Racks, & Console Design	XX		
Monitors, Racks, & Console Equipment Provision	XX		
Monitors, Racks, & Console Installation	XX		
Video Surveillance System Head-End (Servers & Software) Provide and Install		XX	
Video Surveillance Switches (Provide as part of Converged Network and included in Network Package)		XX	
Video Surveillance Storage- Provide & Install		XX	
Vide Surveillance System Training		XX	
Video Surveillance System As-Built Drawings		XX	
Video Surveillance System Programming Start-up/Testing/Commissioning		XX	

Low Voltage "Technology" FF&E Matrix Oregon Convention Center Hotel — Mortenson Project #14050005			
DESCRIPTION	**Included in direct cost of Design-Build Agreement**	**Included in Low-Voltage "Technology" FF&E Allowance in Design-Build Budget**	**By Others (not included in Design-Build Agreement)**
Intrusion Detection Package			
Provide Rough-In Box/Conduit	XX		
Intrusion Detection System Head-End (Provide and Install)		XX	
Provide Intrusion Detection System Field Devices	XX		
Intrusion Detection System Design		XX	
Intrusion Detection System Training		XX	
Install/Terminate Intrusion Detection Field Devices	XX		
Intrusion Detection System Cabling-Provide and Install	XX		
Intrusion Detection System As-Built Drawings	XX		
Intrusion Detection System Programming Start-up/Testing/Commissioning		XX	
Guestroom Locking System Package			
Guest Locking System Head-End (Provide and Install)		XX	
Provide Guest Locking System Hardware		XX	
Guest Locking System Design		XX	
Guest Locking System Training		XX	
Install/Terminate Guest Locking System		XX	
Guest Locking System System Programming Start-up/Testing/Commissioning		XX	
Audio/Visual			
Provide Rough-In Box/Conduit	XX		
Audio/Visual Controls Equipment		XX	
Audio/Visual Controls Equipment Install/Terminate		XX	
Audio/Visual Design		XX	
Audio/Visual System Programming Start-up/Testing/Commissioning		XX	
Audio/Visual Training		XX	
Audio/Visual As-builts		XX	

DRAFT

Low Voltage "Technology" FF&E Matrix Oregon Convention Center Hotel Project #14050005 Mortenson			
DESCRIPTION	**Included in direct cost of Design-Build Agreement**	**Included in Low-Voltage "Technology" FF&E Allowance in Design-Build Budget**	**By Others (not included in Design-Build Agreement)**
Electronic Message System (Digital Signage)			
Provide Rough-In Box/Conduit		XX	
Digital Signage Equipment		XX	
Digital Signage Install/Terminate		XX	
Digital Signage Design		XX	
Digital Signage Programming Start-up/Testing/Commissioning		XX	
Digital Signage Training		XX	
Digital Signage As-builts		XX	
Digital Signage Cabling-Provide and Install		XX	
Kiosk			
Provide Rough-In Box/Conduit		XX	
Kiosk Equipment			XX (Hyatt)
Kiosk Install/Terminate		XX	
Kiosk Design		XX	
Kiosk Programming Start-up/Testing/Commissioning		XX	
Kiosk Training		XX	
Kiosk As-builts		XX	
Kiosk Cabling-Provide and Install		XX	
Paging System			
Provide Rough-In Box/Conduit		XX	
Paging System Equipment		XX	
Paging System Install/Terminate		XX	
Paging System Design		XX	
Paging System Programming Start-up/Testing/Commissioning		XX	
Paging SystemTraining		XX	
Paging System As-builts		XX	
Paging SystemCabling-Provide and Install		XX	

Low Voltage "Technology" FF&E Matrix Oregon Convention Center Hotel Project #14050005 Mortenson			
DESCRIPTION	**Included in direct cost of Design-Build Agreement**	**Included in Low-Voltage "Technology" FF&E Allowance in Design-Build Budget**	**By Others (not included in Design-Build Agreement)**
Distributed TV System (RF/IPTV)			
Provide Rough-In Box/Conduit	XX		
Distributed TV System (RF/IPTV) Cable			XX (Hyatt)
Distributed TV System (RF/IPTV) Equipment			XX (Hyatt)
Distributed TV System (RF/IPTV) Screens			XX (Hyatt)
Converter Box-Provide & Install			XX (Hyatt)
Distributed TV System (RF/IPTV) Design			XX (Hyatt)
Satellite Dish			XX (Hyatt)
Satellite Wire/Cable-Provide and Install			XX (Hyatt)
Cable Tray System			
Provide Cable Tray	XX		
Provide Cable Tray (IDF/TR/MDF/Computer Room	XX		
Design Cable Tray	XX		
DAS			
Provide Rough-In Box/Conduit	XX		
DAS Production Cable Provide/Install		XX	
DAS Equipment		XX	
DAS Equipment Room Fit-Out		XX	
DAS Design		XX	
DAS Site Survey		XX	
DAS Programming Start-up/Testing/Commissioning		XX	
DAS As-builts		XX	
Lighting Control			
Provide Rough-In Box/Conduit	XX		
Lighting Controls Equipment	XX		
Lighting Controls Equipment Controls Equipment Install	XX		
Lighting Control Design	XX		
POS System			
POS System Equipment			XX (Hyatt)

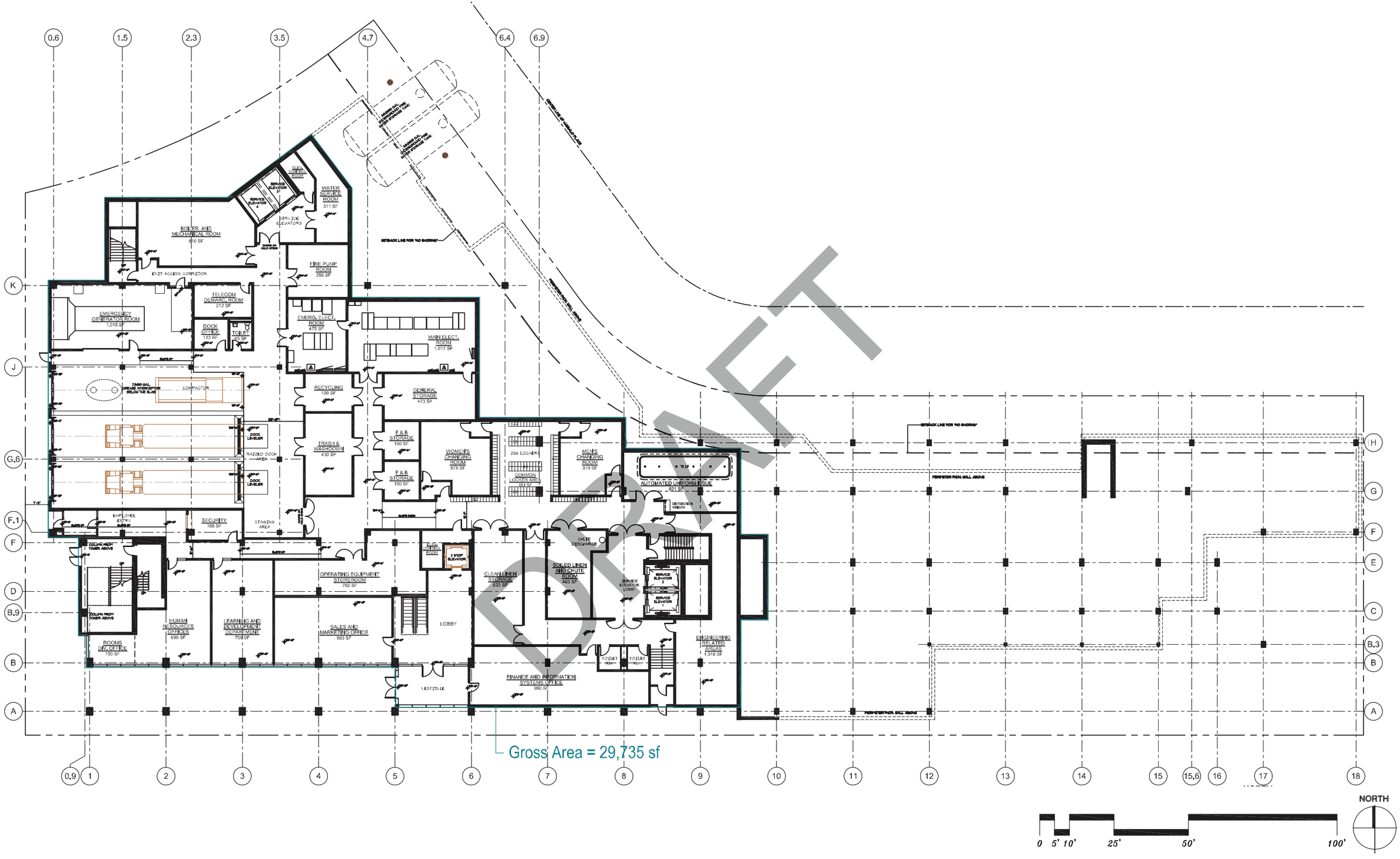
DRAFT

Low Voltage "Technology" FF&E Matrix Oregon Convention Center Hotel Project #14050005			Mortenson
DESCRIPTION	**Included in direct cost of Design-Build Agreement**	**Included in Low-Voltage "Technology" FF&E Allowance in Design-Build Budget**	**By Others (not included in Design-Build Agreement)**
POS Wire/Cable		XX	
Hospitality Management System (Guest and Entertainment)			
Hospitality Management System Cable - Provide & Install			XX (Hyatt)
Hospitality Management System Equipment			XX (Hyatt)
Hospitality Management System Screens			XX (Hyatt)
Hospitality Management System Design			XX (Hyatt)
Any Other Low-Voltage / Technology Scope Items Not Listed Above		XX	

DRAFT


NE MULTNOMAH STREET
NE 1st AVENUE
NE 2nd AVENUE
NE HASSELO STREET
MARTIN LUTHER KING BOULEVARD
NE HOLLADAY STREET

DRAFT



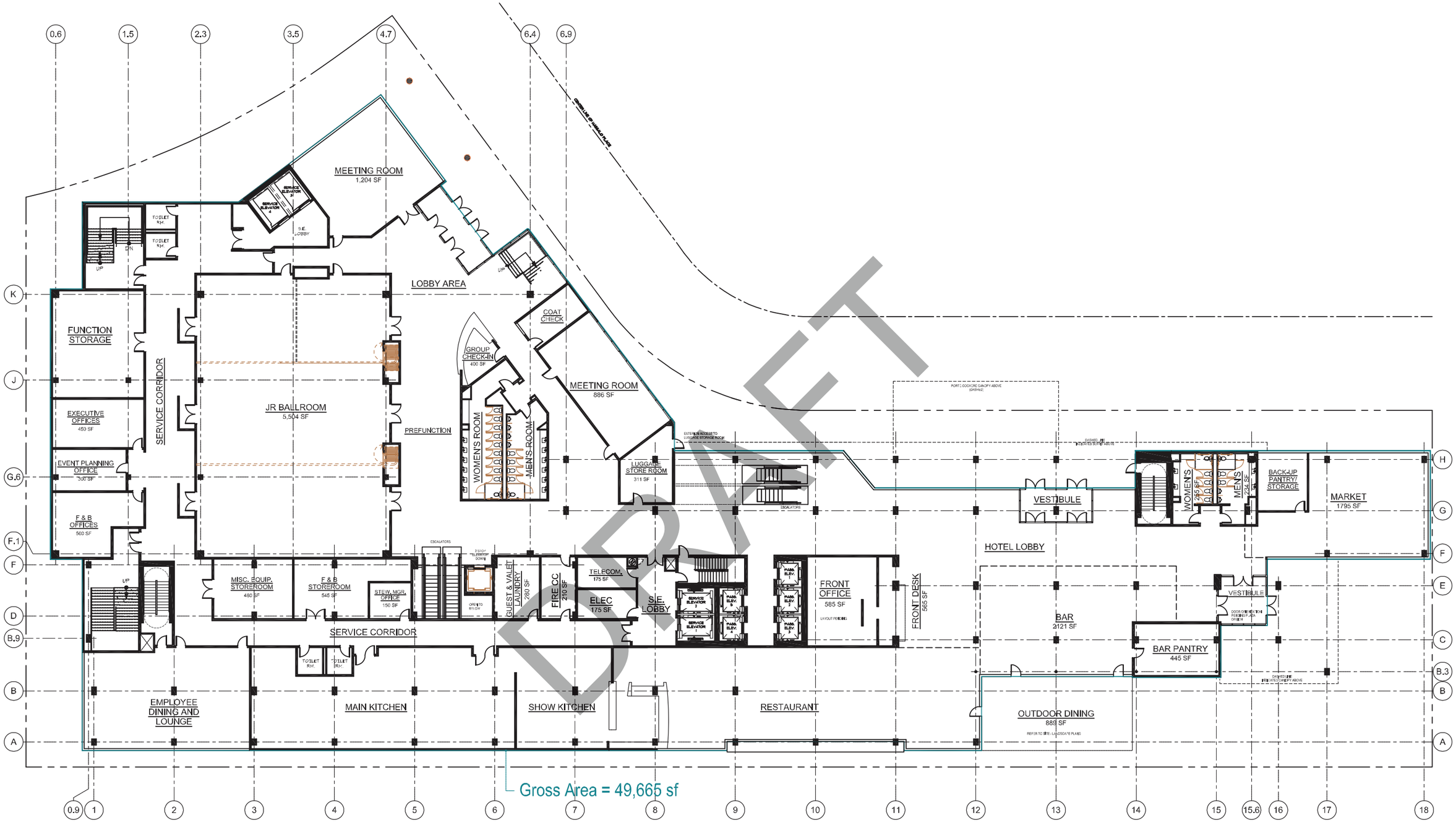
esg elness swenson graham architects inc.
Ankrom Moisan
Mortenson construction

OREGON CONVENTION CENTER HOTEL
Hotel & Parking Ramp

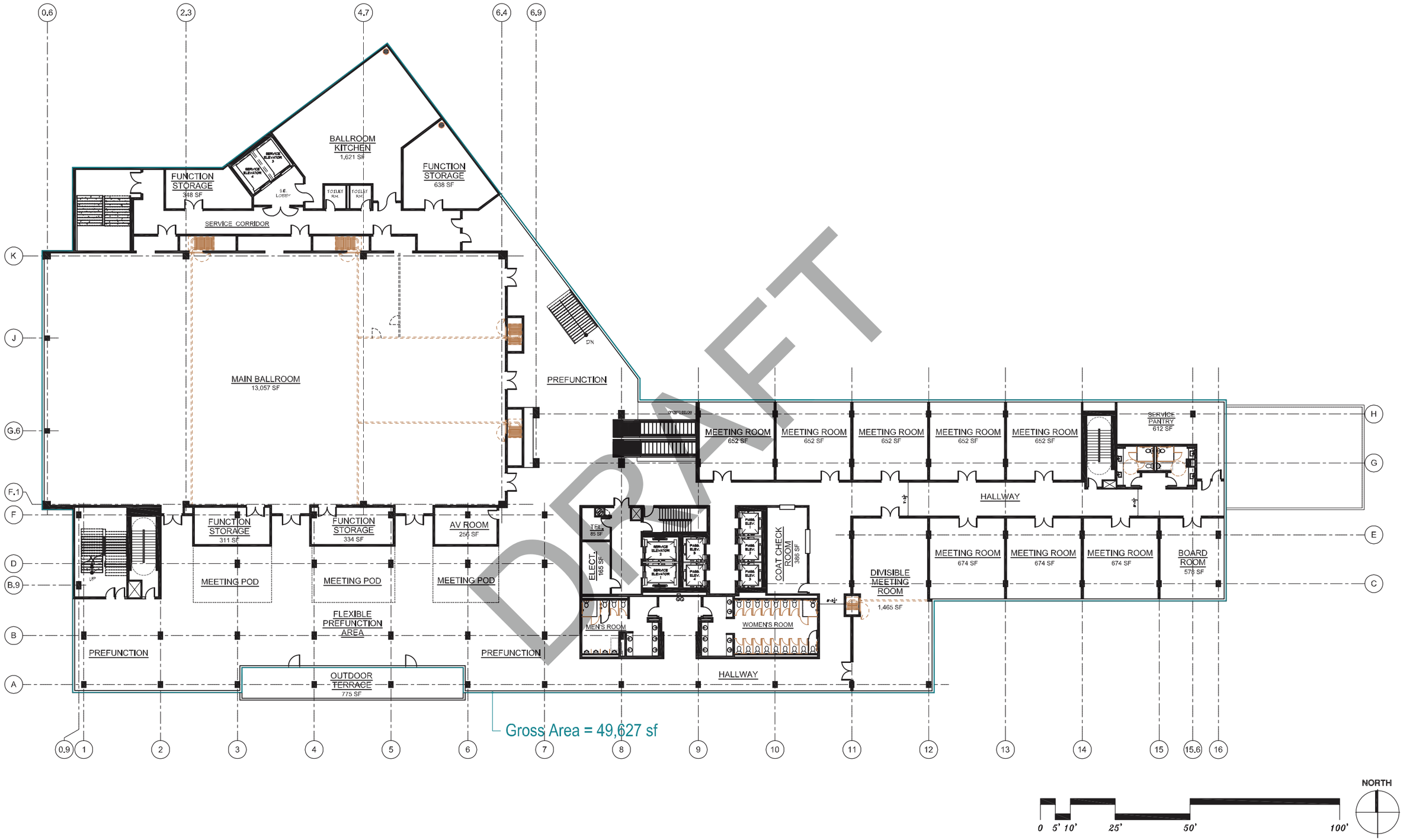
Design Representation
HOTEL PLAN LOWER LEVEL

August 10, 2015

64


MEETING ROOM
1,204 SF
SERVICE ELEVATOR 4
SERVICE ELEVATOR 3
TOILET RM.
TOILET RM.
UP
DN
S.E. LOBBY
LOBBY AREA
FUNCTION STORAGE
SERVICE CORRIDOR
JR BALLROOM
5,504 SF
PREFUNCTION
GROUP CHECK-IN
400 SF
COAT CHECK
WOMEN'S ROOM
MEN'S ROOM
MEETING ROOM
886 SF
LUGGAGE STORE ROOM
311 SF
EXECUTIVE OFFICES
450 SF
EVENT PLANNING OFFICE
300 SF
F & B OFFICES
500 SF
ESCALATORS
VESTIBULE
WOMENS
MENS
BACK-UP PANTRY/ STORAGE
MARKET
1795 SF
HOTEL LOBBY
MISC. EQUIP. STOREROOM
450 SF
F & B STOREROOM
545 SF
STEW. MGR. OFFICE
150 SF
2 STOP ELEVATOR DOWN
OPEN TO BELOW
GUEST & VALET LAUNDRY
280 SF
FIRE CC
210 SF
TELECOM.
175 SF
ELEC
175 SF
S.E. LOBBY
SERVICE ELEVATOR 2
SERVICE ELEVATOR 1
PASS. ELEV. 1
PASS. ELEV. 2
PASS. ELEV. 3
PASS. ELEV. 4
FRONT OFFICE
585 SF
FRONT DESK
565 SF
BAR
2121 SF
VESTIBULE
BAR PANTRY
445 SF
SERVICE CORRIDOR
TOILET RM.
TOILET RM.
EMPLOYEE DINING AND LOUNGE
MAIN KITCHEN
SHOW KITCHEN
RESTAURANT
OUTDOOR DINING
889 SF
Gross Area = 49,665 sf
NORTH
0 5' 10' 25' 50' 100'

DRAFT


0.6
2.3
4.7
6.4
6.9
BALLROOM KITCHEN
1,621 SF
FUNCTION STORAGE
348 SF
SERVICE ELEVATOR 4
SERVICE ELEVATOR 5
S.E. LOBBY
TOILET RM
TOILET RM
FUNCTION STORAGE
638 SF
SERVICE CORRIDOR
K
J
MAIN BALLROOM
13,057 SF
PREFUNCTION
DN
G.6
F.1
F
D
B.9
B
A
FUNCTION STORAGE
311 SF
FUNCTION STORAGE
334 SF
AV ROOM
256 SF
MEETING POD
MEETING POD
MEETING POD
UP
FLEXIBLE PREFUNCTION AREA
PREFUNCTION
PREFUNCTION
OUTDOOR TERRACE
775 SF
TEL
85 SF
ELECT.
165 SF
SERVICE ELEVATOR 2
SERVICE ELEVATOR 1
PASS. ELEV. 1
PASS. ELEV. 2
PASS. ELEV. 3
COAT CHECK ROOM
386 SF
MEN'S ROOM
WOMEN'S ROOM
HALLWAY
DIVISIBLE MEETING ROOM
1,465 SF
MEETING ROOM
652 SF
MEETING ROOM
652 SF
MEETING ROOM
652 SF
MEETING ROOM
652 SF
MEETING ROOM
652 SF
SERVICE PANTRY
612 SF
HALLWAY
MEETING ROOM
674 SF
MEETING ROOM
674 SF
MEETING ROOM
674 SF
BOARD ROOM
576 SF
H
G
E
C
0.9
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
15.6
16
Gross Area = 49,627 sf
NORTH
0
5'
10'
25'
50'
100'

DRAFT

SCREENED ROOF AREA
FOR MECH. EQUIPMENT

OPEN TO
BALLROOM
BELOW

ACC QQ

QQ

MECH. ROOM

POOL ACCESS

M

W

STORAGE

POOL AREA
2,223 SF

VESTIBULE

LAP POOL

CORRIDOR

TEL.
61 SF

ELECT.
196 SF

HK.

SERVICE ELEVATOR

PASS. ELEV.

HOSPITALITY
SUITE
830 SF

HOSPITALITY
SUITE
739 SF

FITNESS CENTER
1830 SF

MEN

WOMEN

DN

PREFUNCTION

CORRIDOR

MEETING ROOM
1,128 SF

MEETING ROOM
1,128 SF

MEETING ROOM
1,128 SF

BOARD ROOM
672 SF

BOARD ROOM
592 SF

REGENCY CLUB
1,739 SF

BOARD ROOM
644 SF

GREEN ROOF
AREAS

OUTDOOR
TERRACE

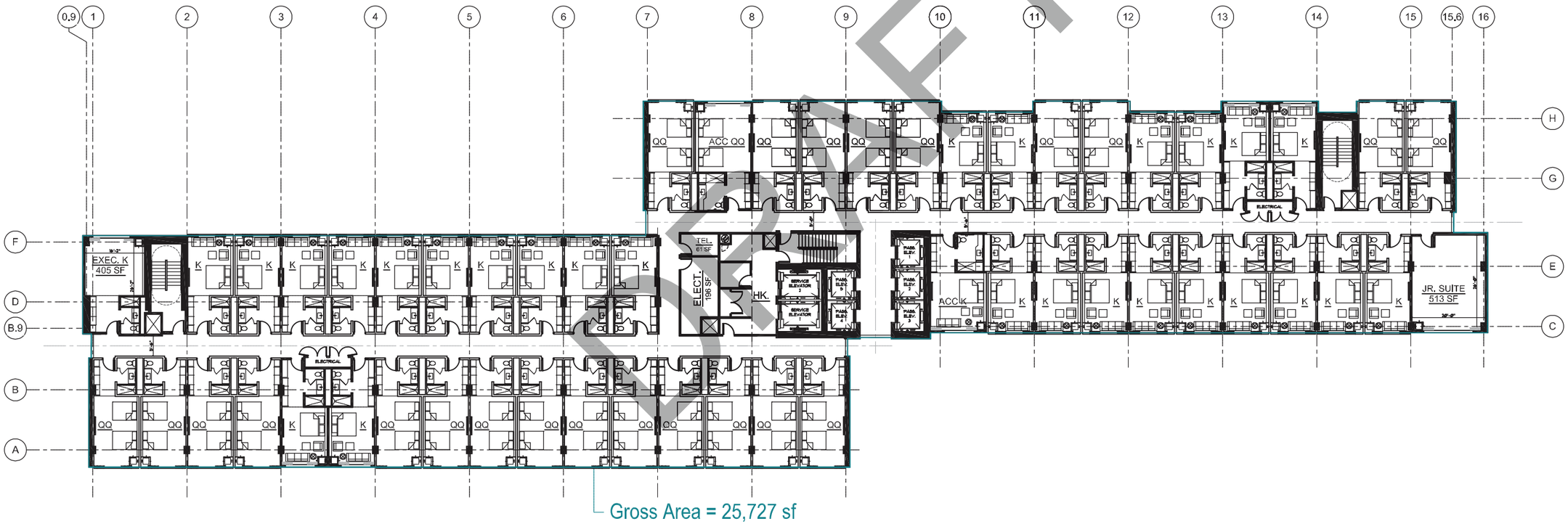
OUTDOOR
TERRACE

Gross Area = 27,042 sf

DRAFT

NORTH

0 5' 10' 25' 50' 100'

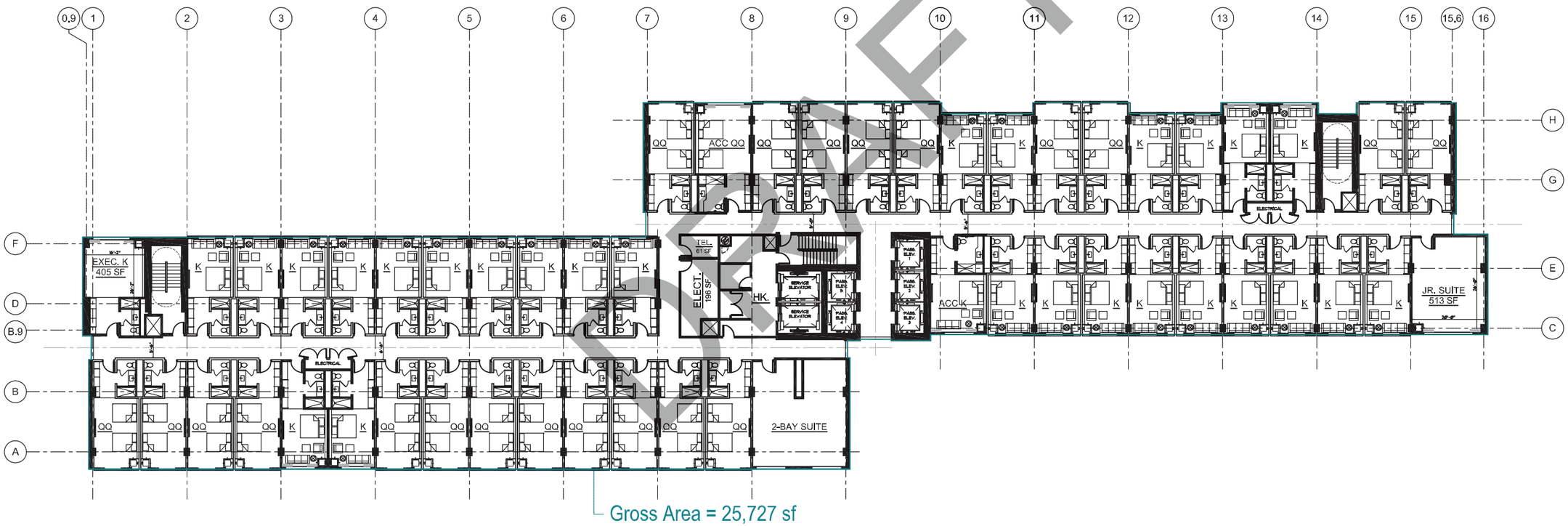


Gross Area = 25,727 sf

DRAFT

NORTH

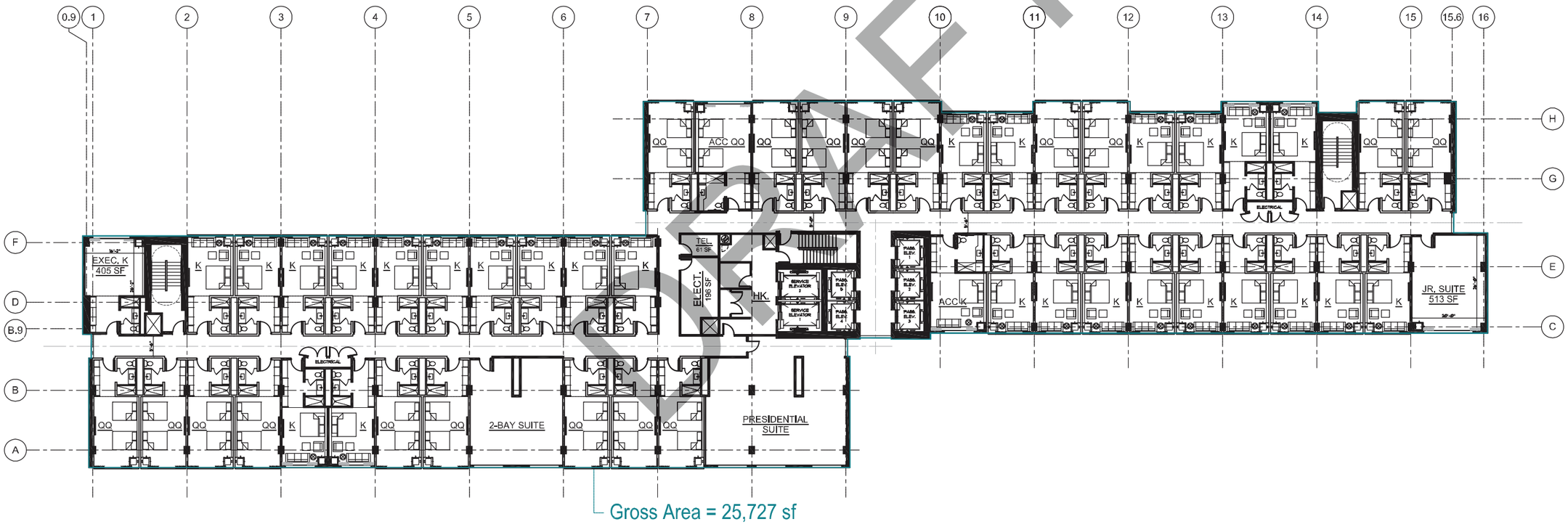
0 5' 10' 25' 50' 100'



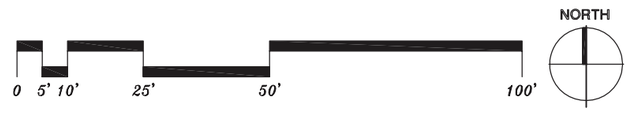
DRAFT

NORTH

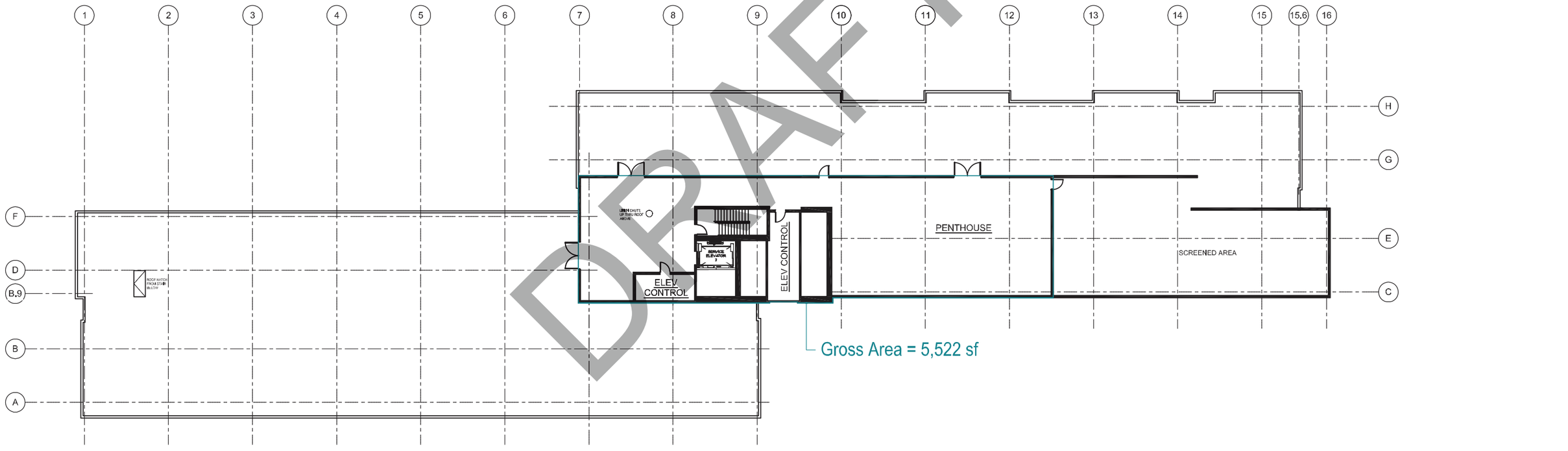
0 5' 10' 25' 50' 100'



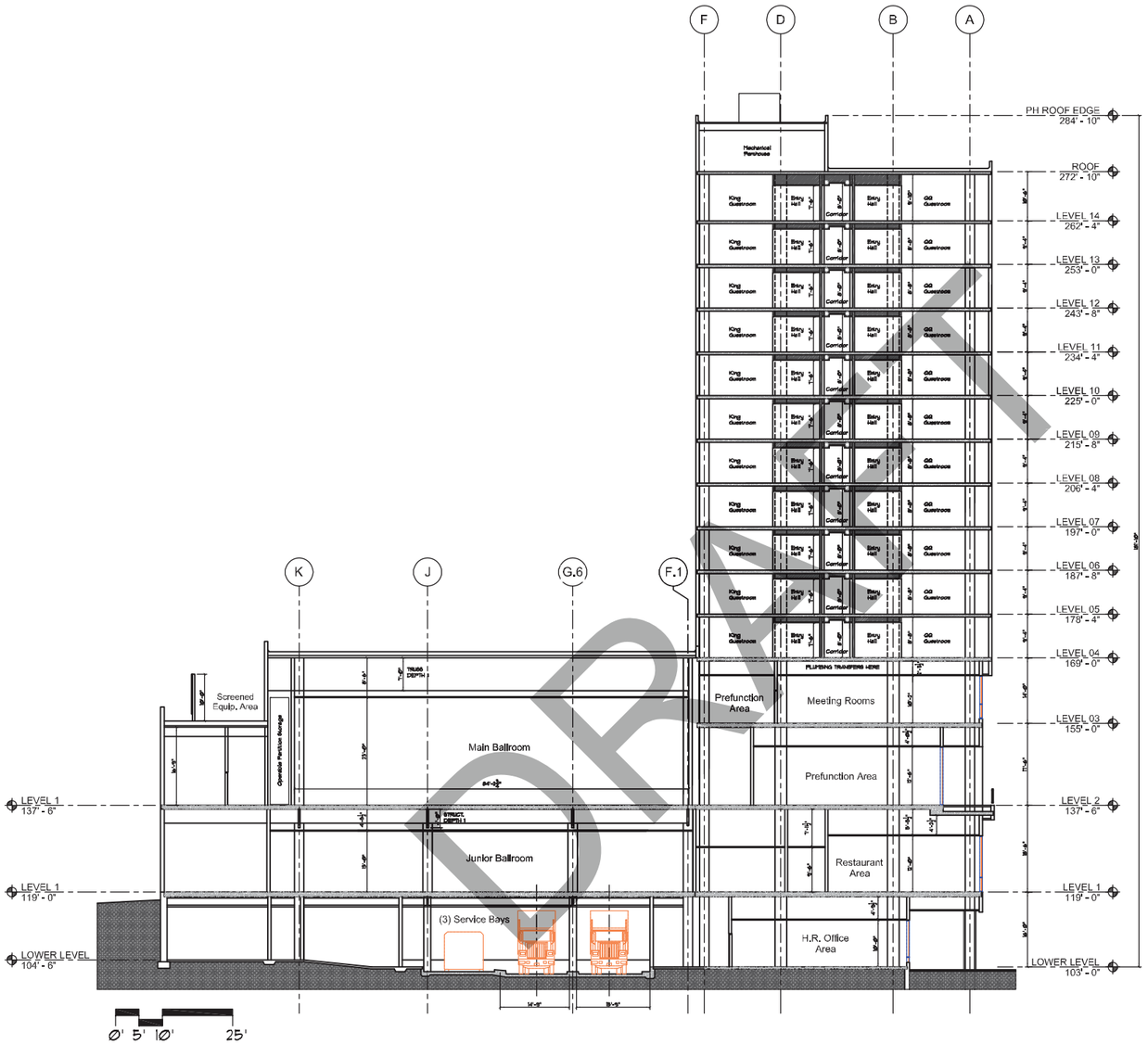
Gross Area = 25,727 sf

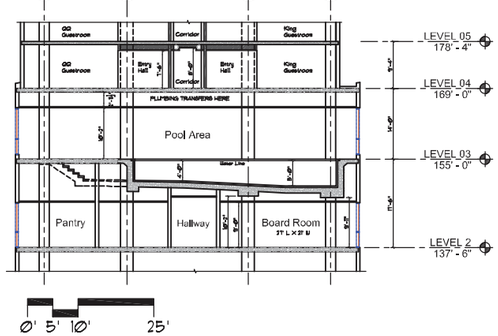


DRAFT

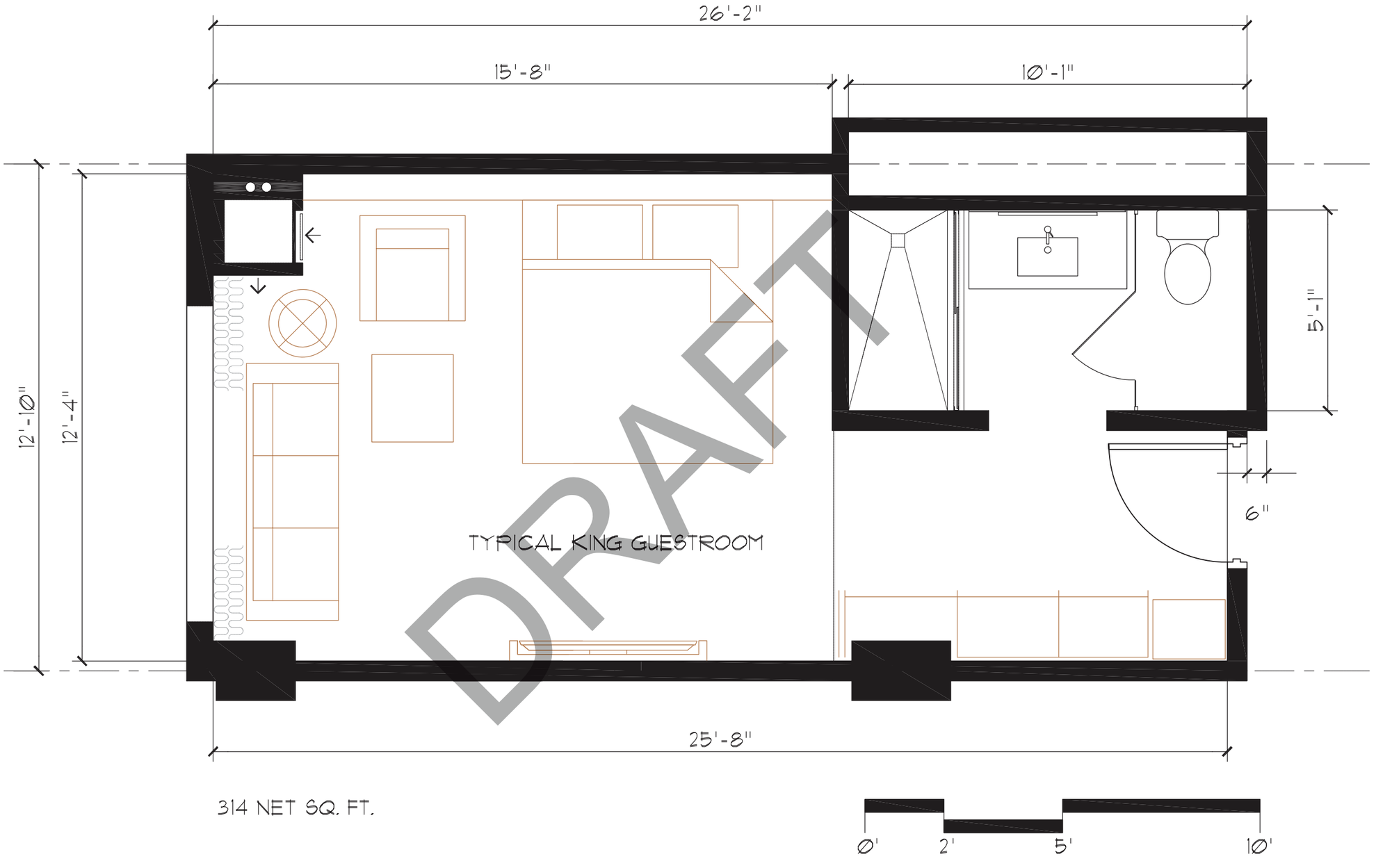

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
15.6
16
H
G
E
C
F
D
B.9
B
A
PENTHOUSE
SCREENED AREA
ELEV CONTROL
ELEV CONTROL
SERVICE ELEVATOR
ROOF HATCH FROM STAIR BELOW
Gross Area = 5,522 sf
NORTH
0
5'
10'
25'
50'
100'

DRAFT

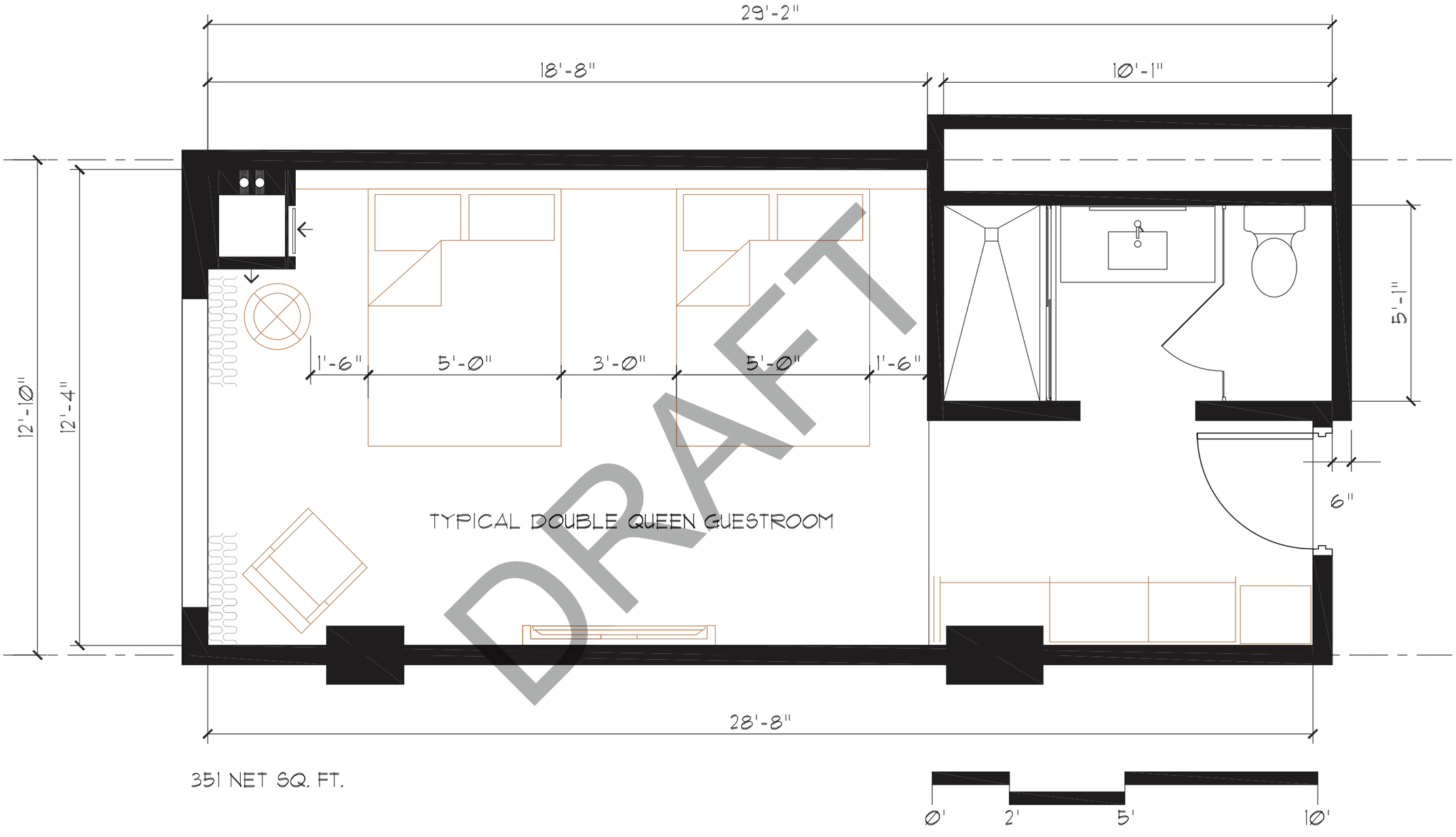

F
D
B
A
PH ROOF EDGE
284' - 10"
Mechanical Penthouse
ROOF
272' - 10"
LEVEL 14
262' - 4"
LEVEL 13
253' - 0"
LEVEL 12
243' - 8"
LEVEL 11
234' - 4"
LEVEL 10
225' - 0"
LEVEL 09
215' - 8"
LEVEL 08
206' - 4"
LEVEL 07
197' - 0"
LEVEL 06
187' - 8"
LEVEL 05
178' - 4"
LEVEL 04
169' - 0"
LEVEL 03
155' - 0"
LEVEL 2
137' - 6"
LEVEL 1
119' - 0"
LOWER LEVEL
103' - 0"
King Guestroom
Entry Hall
Corridor
QQ Guestroom
PLUMBING TRANSFERS HERE
K
J
G.6
F.1
Screened Equip. Area
Main Ballroom
Junior Ballroom
(3) Service Bays
Prefunction Area
Meeting Rooms
Prefunction Area
Restaurant Area
H.R. Office Area
LEVEL 1
137' - 6"
LEVEL 1
119' - 0"
LOWER LEVEL
104' - 6"
Ø' 5' 10' 25'


F
D
B
A
QQ Guestroom
Corridor
King Guestroom
Entry Hall
PLUMBING TRANSFERS HERE
Pool Area
Pantry
Hallway
Board Room
LEVEL 05
178' - 4"
LEVEL 04
169' - 0"
LEVEL 03
155' - 0"
LEVEL 2
137' - 6"
Ø' 5' 10' 25'

DRAFT


26'-2"
15'-8"
10'-1"
12'-10"
12'-4"
5'-1"
6"
TYPICAL KING GUESTROOM
25'-8"
314 NET SQ. FT.
0'
2'
5'
10'

DRAFT


29'-2"
18'-8"
10'-1"
12'-10"
12'-4"
1'-6"
5'-0"
3'-0"
5'-0"
1'-6"
5'-1"
6"
TYPICAL DOUBLE QUEEN GUESTROOM
28'-8"
351 NET SQ. FT.
0'
2'
5'
10'

DRAFT

HYATT REGENCY PORTLAND
Program Area Comparison and Tracking
August 10, 2015

	Hyatt PAP v2	Plans dated 8/10/15
TOTAL HOTEL KEYS:	600	600
TOTAL HOTEL BAYS:	626	629.6

Hotel Facilities Net Area Summary	Hyatt PAP v2		Plans dated 8/10/15	
	Net Sq. Ft.	Gross Sq. Ft.	Net Sq. Ft.	Gross Sq. Ft.
1 Guestrooms and Suites	228,140		208,648	
2 Food & Beverage Outlets & Related Support Areas	13,540		11,953	
3 Event Facilities	59,700		56,872	
4 Lobby & Public Areas	4,635		4,490	
5 Fitness & Recreational Facilities	6,900		4,587	
6 Administrative Offices	3,200		3,138	
7 B.O.H. Support Services	13,060		16,536	
8 Employee Facilities	4,800		4,967	
TOTAL HOTEL AREA (Net & Gross)	**333,975**	**450,866**	**311,191**	**439,066**

	Hyatt PAP v2	Plans dated 8/10/15
Ratio - Net to Gross Area	1.35	1.41

	Hyatt PAP v2	Plans dated 8/10/15
HOTEL NET SQUARE FEET PER BAY =	533.51	494.27
HOTEL GROSS FEET PER BAY =	720.23	697.37
HOTEL GROSS FEET PER KEY =	751.44	731.78

1 GUESTROOMS AND SUITES

	Hyatt PAP v2	Plans dated 8/10/15
TOTAL HOTEL KEYS:	600	600
TOTAL HOTEL BAYS:	626	629.6

Guestrooms and Suite Types		Hyatt PAP v2				
		Keys	Bays	Total Bays	NSF/Unit	Total NSF
King Guestrooms	49.33%	296	1.0	296	340	100,640
Queen / Queen Guestrooms	42.50%	255	1.0	255	380	96,900
Executive King Rooms	5.00%	30	1.0	30	450	13,500
2-Bay Suites	2.33%	14	2.0	28	760	10,640
Hospitality Suites	0.67%	4	2.0	8	760	3,040
Presidential Suite		1	3.0	3	1140	1,140
Regency Club Lounge, Boardroom, Pantry		(1)	6.0	6	2280	2,280
Guest Floor Service Areas (estimate of 15 areas)					300	4,500
TOTAL GUESTROOMS & SUITES		600		626		228,140

3% Suites

Guestrooms and Suite Types		Plans dated 8/10/15				
		Keys	Bays	Total Bays	NSF/Unit	Total NSF
King Guestrooms	49.50%	297	1.0	297	314	93,258
Accessible King Guestrooms	1.83%	11	1.2	13.2	378	4,158
Executive King Guestrooms	1.83%	11	1.2	13.2	405	4,455
Queen / Queen Guestrooms	41.50%	249	1.0	249	351	87,399
Accessible QQ Guestrooms	2.00%	12	1.3	15.6	429	5,148
Junior Suites	1.83%	11	1.6	17.6	513	5,643
2-Bay Suites	1.00%	6	2.00	12	710	4,260
Hospitality Suites	0.33%	2	2.00	4	657.5	1,315
Presidential Suite	0.17%	1	3.0	3	1223	1,223
Regency Club Lounge, Boardroom, Pantry		(1)	5	5	1789	1,789
Guest Floor Service Areas (12 areas)					513	6,156
TOTAL GUESTROOMS & SUITES		600		629.6		208,648

2% Suites

DRAFT

2 FOOD & BEVERAGE OUTLETS AND RELATED SUPPORT AREAS

	Hyatt PAP v2		Plans dated 8/10/15	
	Seats	Net Sq. Ft.	Seats	Net Sq. Ft.
2.1 Restaurant and Bar				
Zone 1 (Bar/Lounge)				
Entry Area		150		
Drinking & Dining Area/Indoor Seating	100	2,500	70	1,761
(Outdoor Terrace Seating)	--	---	--	---
Bar Counter	20	400	18	360
Lounge Toilets (shared w/ Lobby)		600		540
Bar Pantry/Dishwash/Storage		600		445
Zone 1 Subtotal		**4,250**		**3,106**
Zone 2 (Restaurant)				
Entry Area/Host Station		200		200
Dining Area/Indoor Seating	136	3,000	132	2,902
(Outdoor Terrace Seating)	(40)	(880)	(40)	(889)
Private/Semi-Private Dining Rooms (2)	24	600	24	600
Show Kitchen & Display Counters		1,000		1,000
Restaurant Toilets (shared w/ Lobby)		400		(in Lobby)
Backup Kitchen/Dishwash/Storage		1,500		1,500
Chef's Computer Stations		50		50
Room Service Pantry/Order Taker's Office		650		650
Support/Employee Toilets/Etc.		150		150
Zone 2 Subtotal		**7,550**		**7,052**
Restaurant and Bar Subtotal		**11,800**		**10,158**

	Hyatt PAP v2		Plans dated 8/10/15	
	Seats	Net Sq. Ft.	Seats	Net Sq. Ft.
2.2 Market / Grab and Go				
Entry Area		100		100
Dining Area/Indoor Seating	20	440	20	445
(Outdoor Terrace Seating)	(10)	(220)	(10)	(220)
Beverage and Food Display Counter		400		405
Retail/Sundries		200		240
Finish Bakery		25		25
Pantry Display		25		25
Coffee Area		100		105
Checkout Area		50		50
Back-up Pantry/Storage		400		400
Market / Grab and Go Subtotal		**1,740**		**1,795**

	Hyatt PAP v2		Plans dated 8/10/15	
	Seats	Net Sq. Ft.	Seats	Net Sq. Ft.
2.3 Regency Club Lounge (6 bays on Guestfloor)				
Reception Foyer		150		
Living Room	16	360	xx	
Breakfast Dining Area	25	550	xx	
Library Dine/Work Area	16	360	xx	
Boardroom	10	250	xx	
Food Display Area		200		
Beverage Display Area		110		
Lounge Toilets		50		
Back-up Kitchen/Dishwash/Storage		250		
Regency Club Lounge Subtotal	**See Section 1**		**See Section 1**	

TOTAL F&B OUTLETS AND RELATED SUPPORT AREAS

Hyatt PAP v2	Plans dated 8/10/15
Net Sq. Ft.	Net Sq. Ft.
13,540	**11,953**

	Hyatt PAP v2	Plans dated 8/10/15
	Seats	Seats
Seats Indoor	**300**	**264**
Seats Outdoor	(50)	(50)
Total Seats	**350**	**314**

DRAFT

3 EVENT FACILITIES

	Hyatt PAP v2			Plans dated 8/10/15	
	Units	Net Sq. Ft.	*Location*	Units	Net Sq. Ft.
3.1 Ballroom					
(Porte Cochere & Auto Drop-Off Area) (Sect. 10)					
Entry Foyer/Reception Area/Coatroom		500	*Level 1*		295
Ballroom Prefunction/Bar Area		4,200	*Level 2*		5,972
(Outdoor Prefunction Terrace)			*Level 2*		775
Ballroom (Divisible into 5 Sections)		13,000	*Level 2*		13,057
Ballroom Toilets		1,000	*Level 2*		1,474
A-V Control & Equipment Room		200	*Level 2*		256
Event Kitchen/Dishwash/Storage		3,000	*Level 2*		1,621
Support/Employee Toilets/Etc.		200	*Level 2*		125
Event Planning Office		300	*Level 1*		300
Furniture & Equipment Storeroom		1,600	*Level 1*		990
Ballroom Subtotal		**24,000**			**24,865**

	Hyatt PAP v2			Plans dated 8/10/15	
	Units	Net Sq. Ft.	*Location*	Units	Net Sq. Ft.
3.2 Meeting & Event Venues					
Entry Foyer/Concierge Station/Cloakroom		300	*Level 2*		386
Prefunction		4,500	*Lev. 1 & 3*		3,702
Flexible Prefunction/Breakout/Meeting Pods		3,000	*Level 2*		4,481
Junior Ballroom (Divisible into 3 Sections)		6,000	*Level 1*		5,504
Venue Type A (Divisible into 2 Sections)	2	4,000		0	0
Venue Type B (Divisible into 2 Sections)	3	4,800	*Level 2*	1	1,465
Venue Type C	2	2,400	*Lev. 1 & 3*	4	4,588
Venue Type D	4	4,000	*Lev. 1 & 2*	9	6,088
Boardrooms	3	1,800	*Lev. 2 & 3*	4	2,486
Toilets		1,200	*Level 1*		860
Back-up Support Pantry (1 per floor)	3	1,500	*Level 2*		649
Support/Employee Toilets/Etc.		200	*Level 1*		167
Furniture & Equipment Storeroom		2,000	*Level 2*		1,631
Event Venues Subtotal		**35,700**			**32,007**

TOTAL EVENT FACLITIES

	Hyatt PAP v2	Plans dated 8/10/15
	Net Sq. Ft.	Net Sq. Ft.
	59,700	**56,872**
Meeting Space/Ballroom Floor Area Only	*36,000*	*33,188*

4 LOBBY & PUBLIC AREAS

	Hyatt PAP v2		Plans dated 8/10/15	
	Net Sq. Ft.	Total NSF	Net Sq. Ft.	Total NSF
(Porte Cochere & Auto Drop-Off Area) (Sect. 10)				
Hotel Lobby		2,000		2,023
Front Desks		600		565
Concierge Desk		200		200
Group Check-in Area		400		400
Guest Safe Deposit Box Room		35		35
Guest Computer Work Area		200		200
Lobby Toilets (See Section 2.1)				
Front Office		650		585
Front Office Manager	150			(incl. above)
Guest Service Center	300			(incl. above)
Work Station and Drop Safe	200			(incl. above)
Luggage Storeroom		500		361
Support/Employee Toilets/Etc.		50		121
TOTAL LOBBY & PUBLIC AREAS		**4,635**		**4,490**

5 FITNESS & RECREATIONAL FACILITIES

	Hyatt PAP v2		Plans dated 8/10/15	
	Net Sq. Ft.	Total NSF	Net Sq. Ft.	Total NSF
5.1 Fitness Center and Pool				
Gymnasium		2000		1,830
Exercise/Yoga Studio				0
Indoor Swimming Pool Area (lap pool)		4,000		2,223
Guest Restrooms		250		198
Fitness Equipment Storeroom		150		0
Pool Storage/Towel Storage/Etc.		200		91
MEP Equipment Room (Support Pool Area)		300		245
FITNESS CENTER & POOL TOTAL		**6,900**		**4,587**

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6 ADMINISTRATIVE OFFICES

	Hyatt PAP v2		Plans dated 8/10/15	
	Net Sq. Ft.	Total NSF	Net Sq. Ft.	Total NSF
Executive Offices		450		450
Food & Beverage Department		500		500
Sales & Marketing Department		900		883
Rooms Division Department		150		150
Finance & Information Systems Department		1,000		960
Office Toilets & Pantries		200		195
TOTAL ADMINISTRATIVE OFFICES		**3,200**		**3,138**

7 BACK OF HOUSE SUPPORT SERVICES

	Hyatt PAP v2		Plans dated 8/10/15	
	Net Sq. Ft.	Total NSF	Net Sq. Ft.	Total NSF
7.1 F&B Related Areas				
Truck Unloading Stalls		1,200		2,958
Raised Receiving Dock		500		1,096
Driver's Toilet		50		65
Trash/Garbage/Wash-Up Area		500		430
Recycling Storeroom		250		199
Materials Management Office (Adj. to Dock)		150		113
F&B Storerooms/Prep Areas (Adj. to Rest. Kitchen)		2,000		1,871
Stewarding Manager's Office		150		150
Operating Equipment Storeroom		1,000		762
General Storeroom		1,000		473
F&B Related Areas Subtotal		**6,800**		**8,117**

	Net Sq. Ft.	Total NSF	Net Sq. Ft.	Total NSF
7.2 Housekeeping Related Areas				
Hotel Laundry (Outsourced)		0		0
Guest and Valet Laundry		500		280
Housekeeping Areas		1,500		782
Soiled Linen Sorting & Chute Room		500		463
Automated Uniform Issue/Locker Bag System		1,200		821
Seamstress		200		(incl. above)
Miscellaneous Equipment Storeroom		500		480
Housekeeping Related Areas Subtotal		**4,400**		**2,826**

	Net Sq. Ft.	Total NSF	Net Sq. Ft.	Total NSF
7.3 Engineering Related Areas				
MEP Plant, AHU, Elev. Eq. Rooms		0		4,412
Engineering Offices		500		1,016
Engineering Storeroom		400		(incl. above)
Engineering Trade Shops		500		(incl. above)
Furniture Storeroom		200		(incl. above)
Upohlstry & Fabric Storeroom		100		(incl. above)
Engineering Related Areas Subtotal		**1,700**		**5,428**

	Net Sq. Ft.	Total NSF	Net Sq. Ft.	Total NSF
7.4 Security Related Areas				
Security Office		160		165
Security Related Areas Subtotal		**160**		**165**

	Net Sq. Ft.		Net Sq. Ft.	
TOTAL B.O.H. SUPPORT SERVICES	**13,060**		**16,536**	

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8 EMPLOYEE FACILITIES

	Hyatt PAP v2			Plans dated 8/10/15	
	Seats	Net Sq. Ft.	Total NSF	Net Sq. Ft.	Total NSF
Human Resources Department			600		698
Learnning & Development Department			400		709
Male Employee Changing/Toilets/Showers			600		510
Female Employee Changing/Toilets/Showers			600		575
Co-ed Shared Locker Bag Storage Space			400		551
Restaurant			1,850		1,574
Handwash Area					
F&B Display Counters		100		100	
Seating Area	80	1,600		1324	
Kitchen					
Dishwash/Storage		150		150	
Employee Lounge			350		350
Internet Kiosk		25		25	
Soft Seating Area	12	300		300	
Vending & Merchandise Area		25		25	
(Outdoor Terrace)			0		
TOTAL EMPLOYEE FACILITIES			**4,800**		**4,967**

APPENDIX - GROSS AREA SUMMARY BY FLOOR LEVEL

	Plans dated 8/10/15	
	Gross Sq. Ft.	
Holladay Street Level	29,735	
Level 1	49,665	
Level 2	49,627	
Level 2 Exterior Occupied Balcony		*775*
Level 3	27,042	
Level 3 Exterior Occupied Roof Terrace		*1,079*
Level 4	25,727	
Level 5	25,727	
Level 6	25,727	
Level 7	25,727	
Level 8	25,727	
Level 9	25,727	
Level 10	25,727	
Level 11	25,727	
Level 12	25,727	
Level 13	25,727	
Level 14	25,727	
Rooftop Enclosed MEP Spaces/Elev. Overrun Areas		*5,522*
TOTAL GROSS AREA (Sq. Ft.)	**439,066**	***7,376***

APPENDIX - GUESTROOMS AND BAYS

	Bays	King	Acc. K	Exec. K	QQ	Acc. QQ	Jr. Suite	2 Bay Suites	Hosp. Suites	Pres. Suite	Total
Level 3	18.3	0	0	0	11	1	0	0	2	0	14
Level 4	55.3	27	1	1	23	1	1	0	0	0	54
Level 5	55.3	27	1	1	23	1	1	0	0	0	54
Level 6	55.3	27	1	1	23	1	1	0	0	0	54
Level 7	55.3	27	1	1	23	1	1	0	0	0	54
Level 8	55.3	27	1	1	23	1	1	0	0	0	54
Level 9	55.3	27	1	1	21	1	1	1	0	0	53
Level 10	55.3	27	1	1	21	1	1	1	0	0	53
Level 11	55.3	27	1	1	21	1	1	1	0	0	53
Level 12	55.3	27	1	1	21	1	1	1	0	0	53
Level 13	55.3	27	1	1	21	1	1	1	0	0	53
Level 14	55.3	27	1	1	18	1	1	1	0	1	51
Totals	**626.6**	**297**	**11**	**11**	**249**	**12**	**11**	**6**	**2**	**1**	**600**
	BAYS	49.50%	1.83%	1.83%	41.50%	2.00%	1.83%	1.00%	0.33%	0.17%	**KEYS**

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A. - Smooth Metal Panel - Color 1
B. - Profiled Metal Panel - Color 2
C. - Profiled Metal Panel - Color 3
D. - Smooth Metal Panel - Color 4
E. - Brick - Color 1
F. - Brick - Color 2
G. - Brick - Color 3
H. - Panel Feature
I. - Entry Canopy
J. - Glazing - Color 1
K. - Glazing - Color 2
L. - Glazing - Clear




A. - Smooth Metal Panel - Color 1
B. - Profiled Metal Panel - Color 2
C. - Profiled Metal Panel - Color 3
D. - Smooth Metal Panel - Color 4
E. - Brick - Color 1
F. - Brick - Color 2
G. - Brick - Color 3
H. - Panel Feature
I. - Entry Canopy
J. - Glazing - Color 1
K. - Glazing - Color 2
L. - Glazing - Clear
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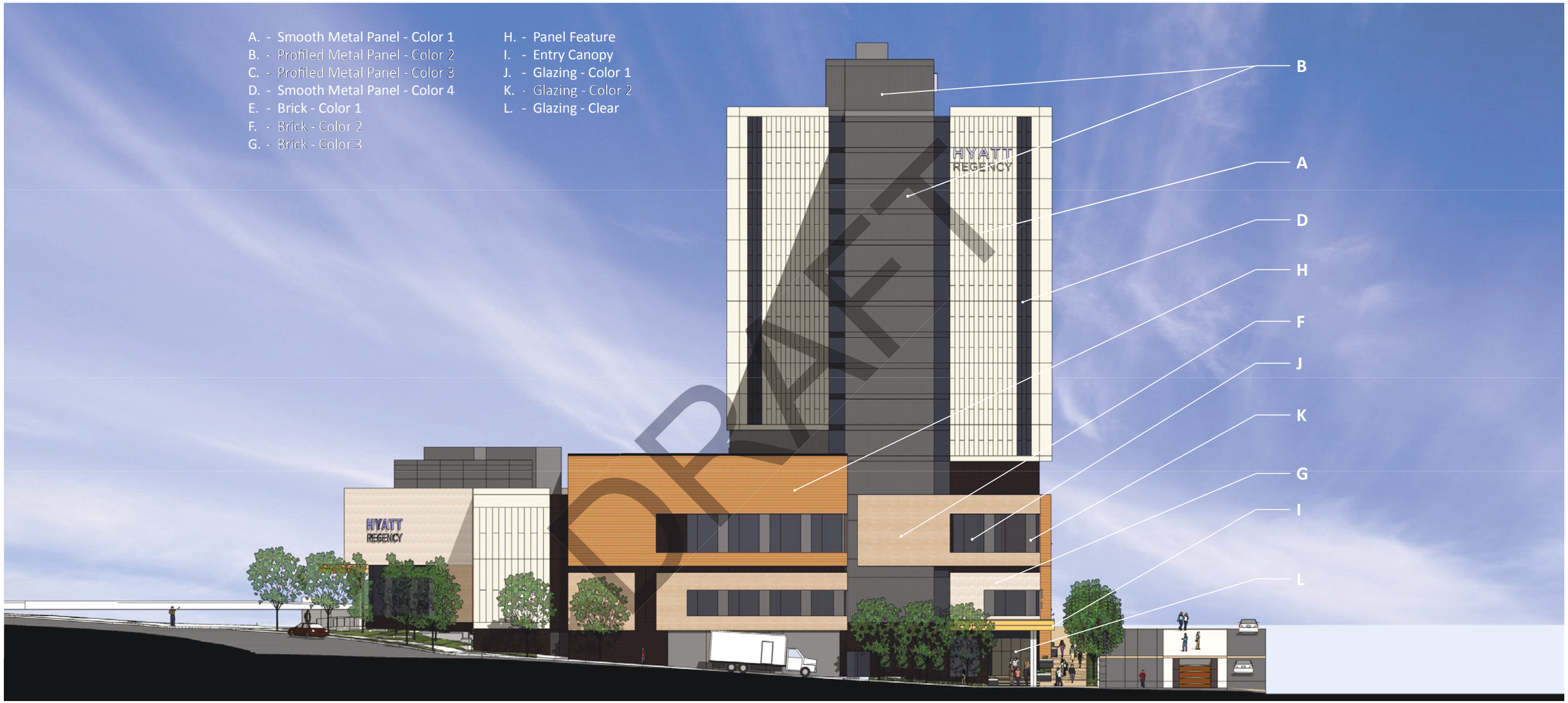
A. - Smooth Metal Panel - Color 1
B. - Profiled Metal Panel - Color 2
C. - Profiled Metal Panel - Color 3
D. - Smooth Metal Panel - Color 4
E. - Brick - Color 1
F. - Brick - Color 2
G. - Brick - Color 3
H. - Panel Feature
I. - Entry Canopy
J. - Glazing - Color 1
K. - Glazing - Color 2
L. - Glazing - Clear



A. - Smooth Metal Panel - Color 1
B. - Profiled Metal Panel - Color 2
C. - Profiled Metal Panel - Color 3
D. - Smooth Metal Panel - Color 4
E. - Brick - Color 1
F. - Brick - Color 2
G. - Brick - Color 3

H. - Panel Feature
I. - Entry Canopy
J. - Glazing - Color 1
K. - Glazing - Color 2
L. - Glazing - Clear



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NE 1ST STREET
NE 2ND STREET
MARTIN LUTHER KING
HYATT REGENCY
Pedestrian Entry
Lower Hotel
Pedestrian Entry
Restaurant
Hotel Plaza Entry
PARKING GARAGE
HOTEL


MARTIN LUTHER KING
NE 2ND STREET
NE 1ST STREET
HYATT REGENCY
HYATT REGENCY
Primary Vehicle Entry
Large Group Entry
HOTEL
PARKING GARAGE


HYATT REGENCY
HYATT REGENCY


HYATT
REGENCY
HYATT REGENCY


HYATT
REGENCY


HYATT REGENCY
HYATT REGENCY
MARKET


HYATT
REGENCY
PORTLAND
55


HYATT
REGENCY


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HYATT REGENCY


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MARKET


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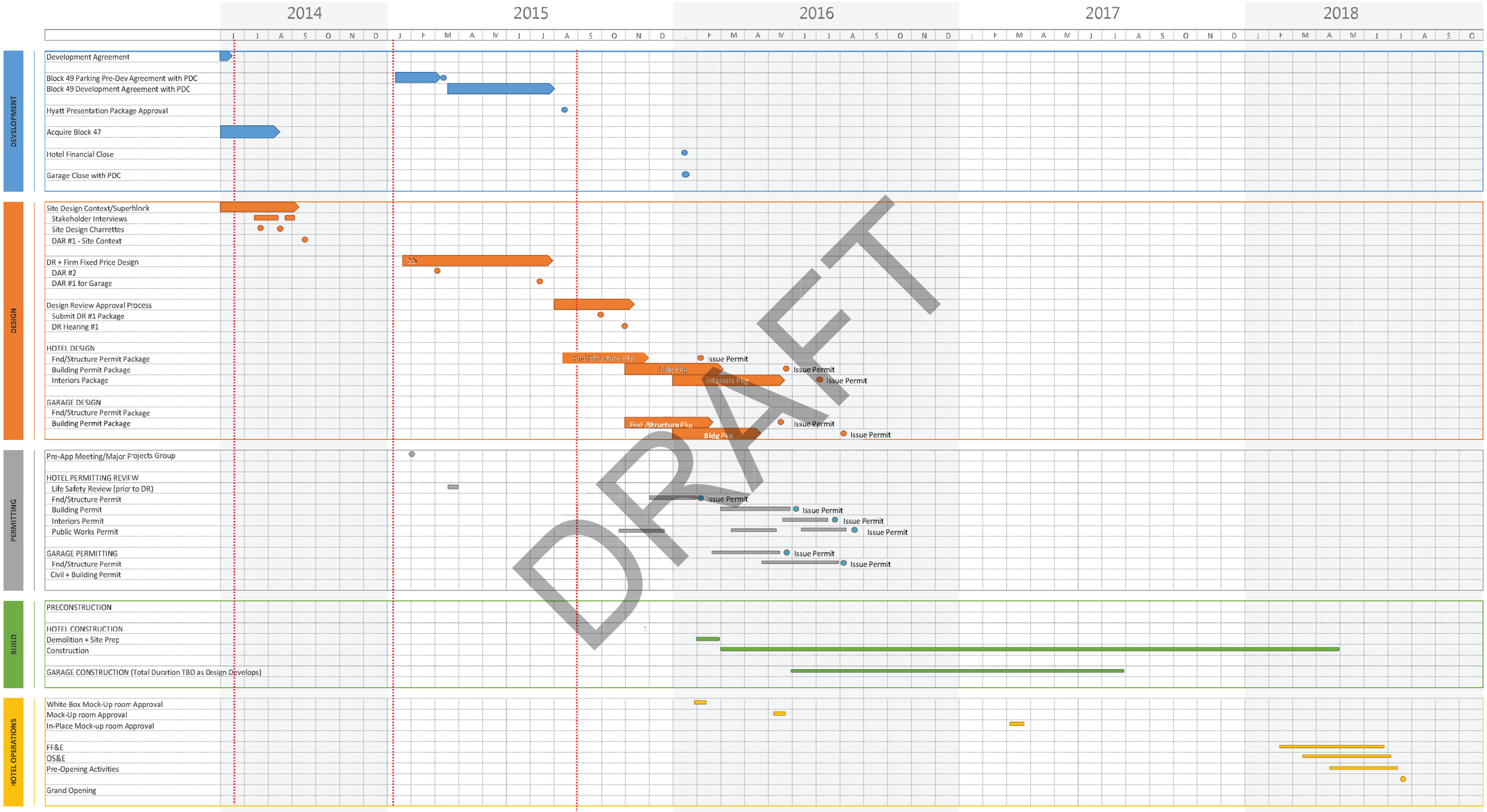
Oregon Convention Center Hotel (One Design Review)
Project Schedule 6-Aug-15



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NE MULTNOMAH STREET
NE 1st AVENUE
NE 2nd AVENUE
NE HASSELO STREET
MARTIN LUTHER KING BOULEVARD
NE HOLLADAY STREET
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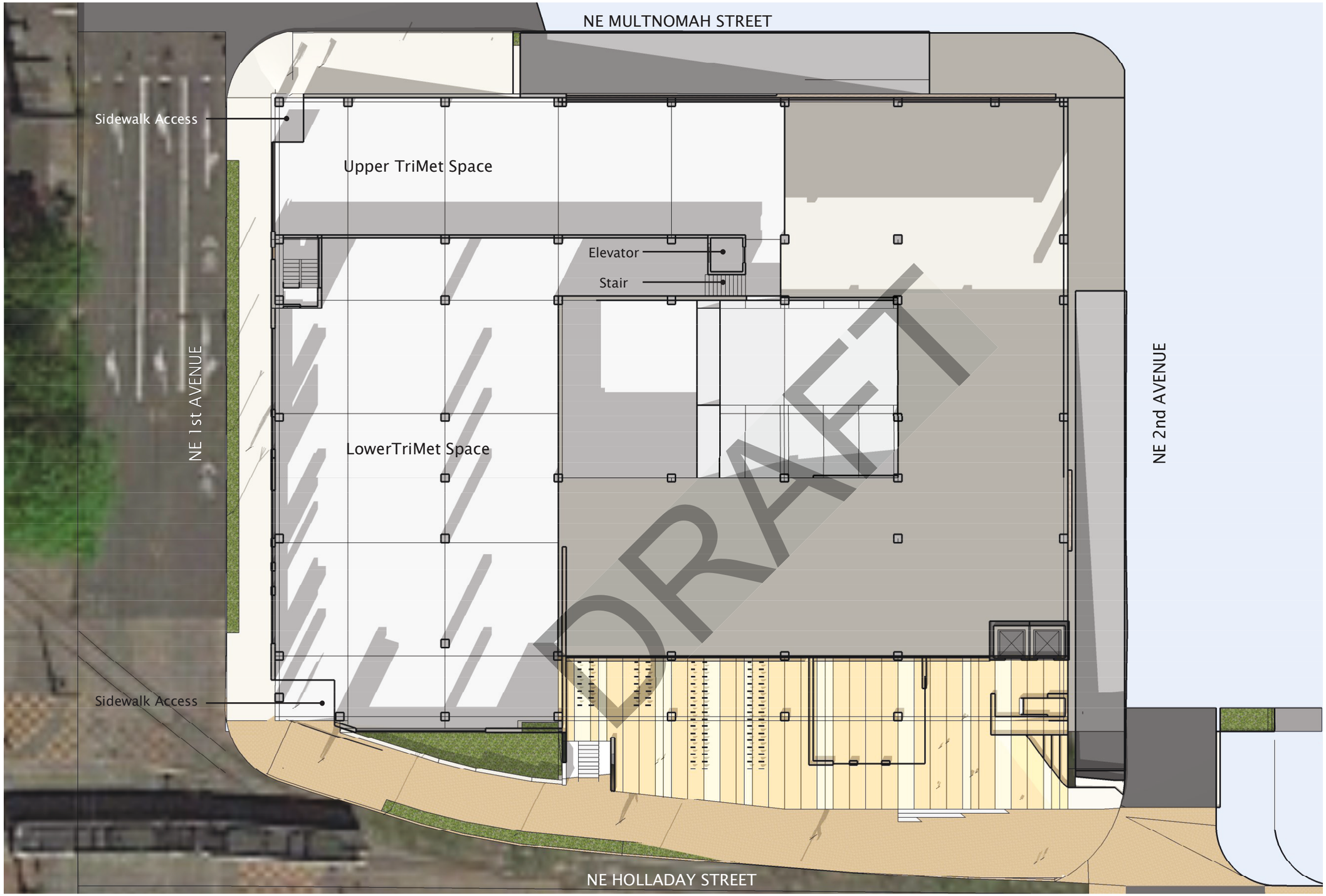
NE MULTNOMAH STREET
Sidewalk Access
Upper TriMet Space
Elevator
Stair
LowerTriMet Space
NE 1st AVENUE
NE 2nd AVENUE
Sidewalk Access
NE HOLLADAY STREET
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NE MULTNOMAH STREET

(Upper TriMet Space)

Secured Bike Parking

Elevator

Service Dock

Ramp UP

IN

IN

OUT

Security Line

55

Ramp UP

TriMet Parking

Retail Kiosk

NE 1st AVENUE

NE 2nd AVENUE

NE HOLLADAY STREET

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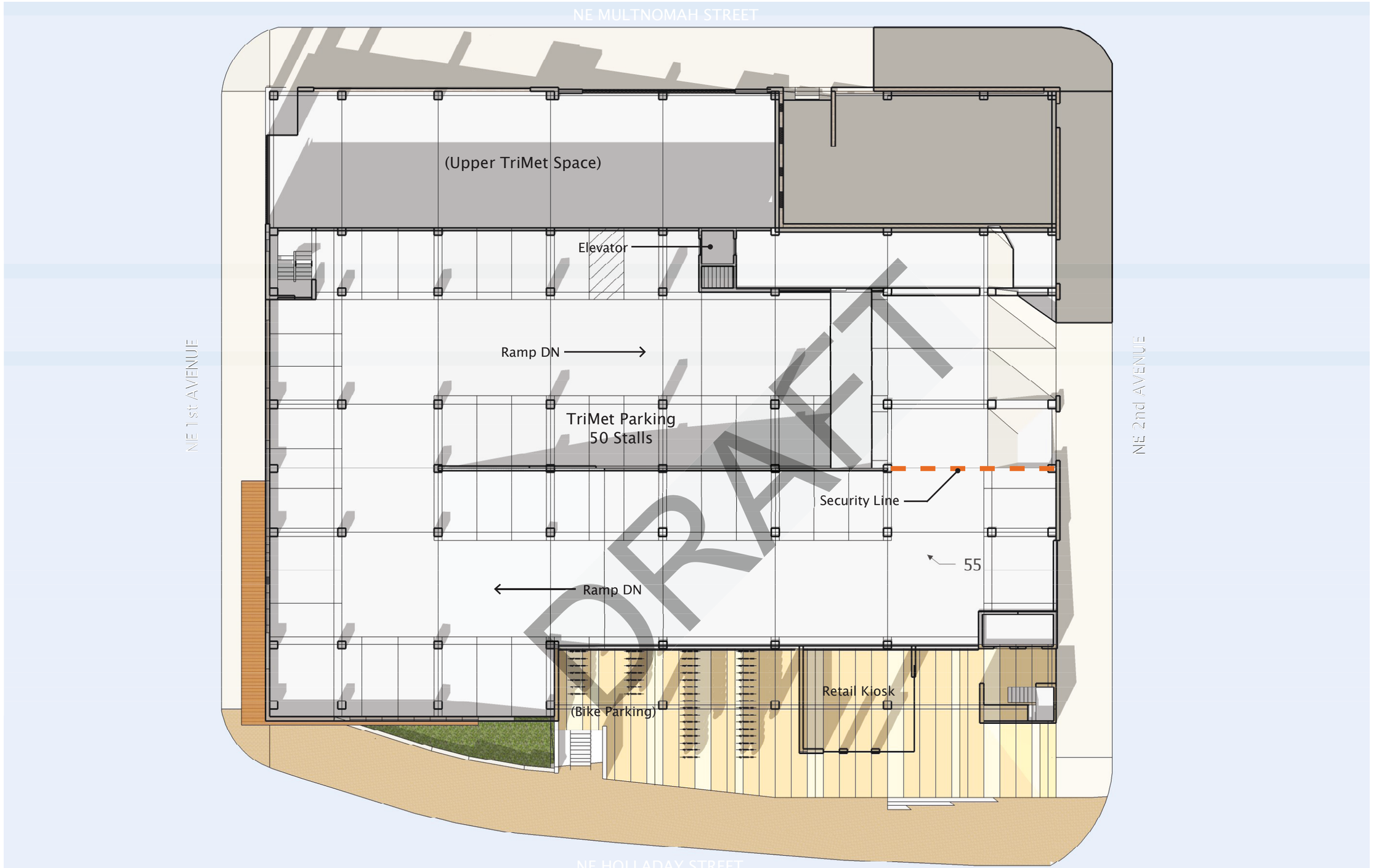
NE MULTNOMAH STREET
NE 1st AVENUE
NE 2nd AVENUE
(Upper TriMet Space)
Elevator
Ramp DN
TriMet Parking
50 Stalls
Security Line
55
Ramp DN
Retail Kiosk
(Bike Parking)
NE HOLLADAY STREET

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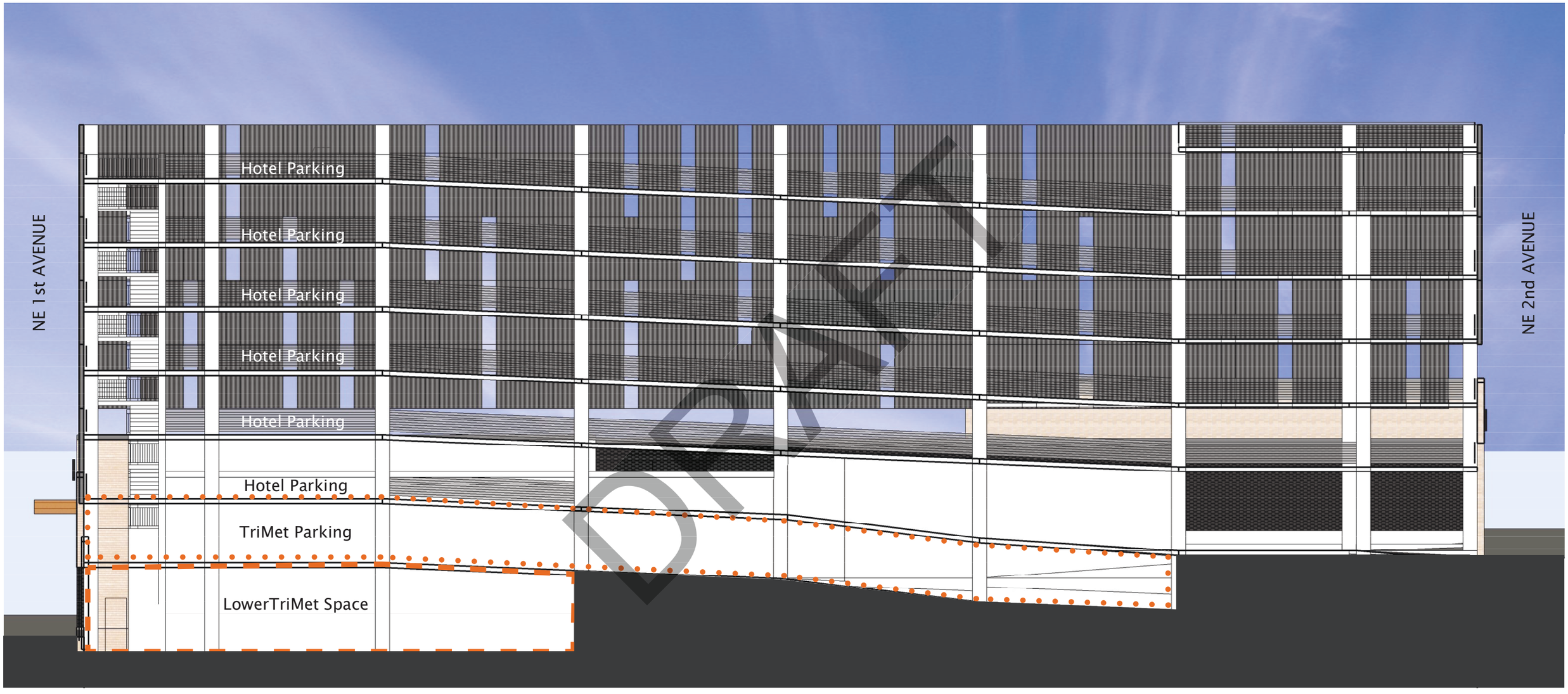
NE 1st AVENUE
NE 2nd AVENUE
Hotel Parking
Hotel Parking
Hotel Parking
Hotel Parking
Hotel Parking
Hotel Parking
TriMet Parking
LowerTriMet Space

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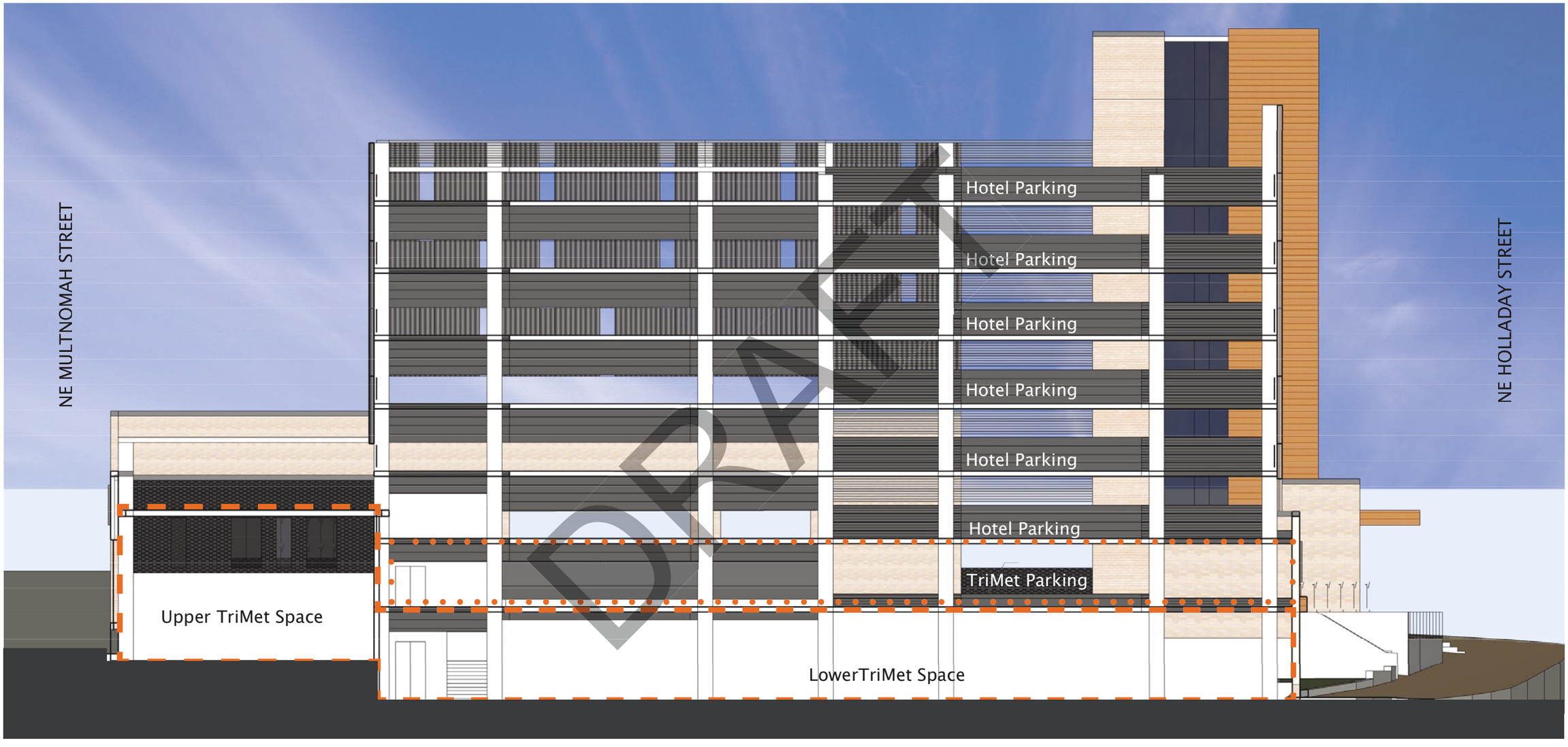
NE MULTNOMAH STREET
NE HOLLADAY STREET
Hotel Parking
Hotel Parking
Hotel Parking
Hotel Parking
Hotel Parking
TriMet Parking
Upper TriMet Space
LowerTriMet Space
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TRIMET
See where it takes you.


TRIMET
See where it takes you.


PARKING
TRIMET



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TRIMET
TRIMET
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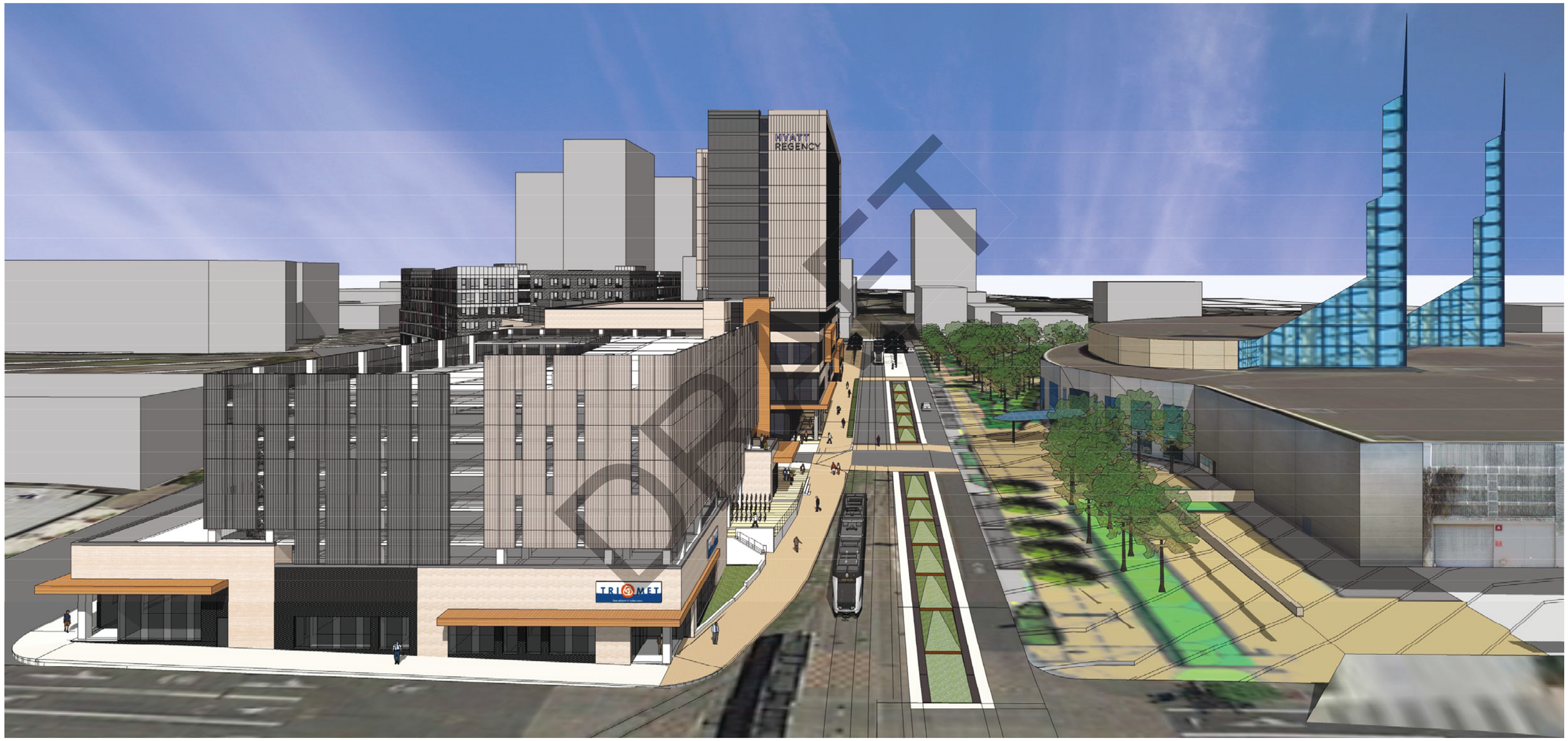
HYATT
REGENCY
TRIMET

Schematic Design Review & Elevator Traffic Analysis For

Hyatt
Oregon Convention Center Hotel
Portland, OR

July 6, 2015

Prepared For:
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Purpose

A new 14 story Hyatt Regency Hotel is being planned that will have 600 guestrooms and suites distributed among floors 3–14. Architects requested that ECS review the schematic design drawings and conduct traffic studies to make recommendations on the required number, type, capacity, speed and dispatching technology to adequately serve hotel guests; and to provide recommendations on the number, type, capacity and speed of other passenger/service elevators and escalators.

Assumptions

Level	Floor to Floor	Cumulative Height	Rooms	Suites	Rooms & Suites	Total Guests	
						1.23/room	1.75/room
14	9′–4″	143.33 ft	49	2	51	63.8	86.7
13	9′–4″	134.00	52	1	53	66.3	90.1
12	9′–4″	124.67	52	1	53	66.3	90.1
11	9′–4″	115.33	52	1	53	66.3	90.1
10	9′–4″	106.00	52	1	53	66.3	90.1
9	9′–4″	96.67	52	1	53	66.3	90.1
8	9′–4″	87.33	52	1	53	66.3	90.1
7	9′–4″	78.00	54	0	54	67.5	91.8
6	9′–4″	68.67	54	0	54	67.5	91.8
5	9′–4″	59.33	54	0	54	67.5	91.8
4	14′–0″	50.00	54	0	54	67.5	91.8
3	17′–6″	36.00	13	2	15	18.8	25.5
2	18′–6″	18.50	-----	-----	-----	-----	-----
1	16′–0″	-----	-----	-----	-----	-----	-----
LL	-----	-----	-----	-----	-----	-----	-----
TOTAL	-----	-----	**590**	**10**	**600**	**750**	**1,020**

Current Vertical Transportation Assets:

Unit(s)	Landings Served	Total Travel	
		Feet	Inches
Set of escalators	1 and 2	18′	6″
Set of escalators	LL & 1	16′	0″
1 passenger elevator	LL and 1	16′	0″
Group of 2 service elevators	LL, 1, 2	36′	0″
Group of 2 service elevators	LL–14	159′	6″
Group of 5 passenger elevators	1–14	143′	4″

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Passenger Elevators

Current SD design includes five passenger elevators in the core of the hotel that serve landings 1–14. These elevators would be used primarily by hotel guests and visitors. The passenger elevators must be sized to accommodate loading and transportation of luggage carts.

Requirements for Hotel Elevators

There are various sources for performance requirements for elevators in a hotel building. The most universally referenced sources are "The Vertical Transportation Handbook" by George Strakosch and "Guide D: Transportation Systems in Buildings" by Britain's Chartered Institution of Building and Services Engineers (CIBSE). In addition, each elevator supplier and consultant has developed their own benchmarks against which to measure performance requirements.

Although the requirements may differ somewhat by source, the common themes are that: 1) elevators must be able to handle elevator traffic at a certain volume and 2) that the passengers must not have to wait too long.

The following requirements for hotel buildings account for the range of values from various sets of requirements that are publicly available as well as our past experience on comparable projects:

1. Interval should be in the range of 40 to 50 seconds
2. Handling capacity in the range of 12% to 15% of the hotel population in any 5 minute period
3. Average waiting time (AWT) between 30–35 seconds

The interval and AWT are closely related; however, for hotels we feel the AWT is a much more appropriate measurement of performance. As such, our analysis and recommendations are based largely on the AWT and Handling Capacity

The following are minimum requirements for medium rise city/business type hotels, published in 2011 by Hyatt International Technical Services:

- Population Density Assumption: 1.75 persons per room
- Waiting Time: 30 second maximum
- Average Interval: 40 second maximum
- 5 minute Handling Capacity: 12% minimum
- Elevator Capacity: Minimum of 1,600 kg or 3,527 pounds
- Elevator Speed (11–15 floors): 2.0 meters/second or 393 feet per minute
- Elevator Speed (16–20 floors): 2.5 meters/second or 492 feet per minute

Hyatt Engineering standards published in 2005 also included the following additional requirements:

- That 80%, or more, of wait times shall be less than 40 seconds
- That no more than 2% of wait times shall be greater than 90 seconds

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Our simulation studies were designed to meet the requirements for a 5 minute handling capacity of 12% of the guestroom population generating two way traffic between guestrooms and the lobby, and average passenger wait times of no more than 30 seconds, with at least 80% of the waiting times less than 40 seconds and not more than 2% of the waiting times being greater than 90 seconds.

Our analysis was based on the following scenarios for occupancy, control system and number of elevators:

Occupancy:	1.75 vs. 1.23 persons per guestroom/suite. *The 1.75/room is based on Hyatt standards as published in 2011. The 1.23 assumption can represent either a lower room density or total hotel occupancy of 70% (1.75 x 70% = 1.23)*
Control System:	Traditional two button "ETA" vs. Destination Dispatch "DD"
Number of Elevators:	6 elevators vs. 5 elevators

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The following tables report handling capacity, wait times, riding times, interval and other metrics for simulations including 5 elevators and occupancy assumptions of 1.23 and 1.75 persons per guestroom. **It will be shown that based on Hyatt standards five machine room-less (MRL) elevators at 4,000 pounds capacity and 500 feet per minute will provide adequate passenger service.**
It will be important in the design and commissioning phase to make certain that the elevator doors are designed and operating at the fast end of the code allowed range. When compounded by the number of floors, slow or poor performing doors can have a dramatic impact on the system's ability to efficiently move passengers

Assumes **1.75 guests** per room **5 MRL Elevators** 4,000 pound capacity 500 feet per minute	**12% Traffic Volume "Handling Capacity"**	
	Traditional Dispatch	**Destination Dispatch**
Average Passenger Wait Time 30 second max	27.1 seconds	29.8 seconds
Average on–board riding time	61 seconds	38 seconds
Average time to destination	88 seconds	68 seconds
% wait times < 40 seconds goal is 80% or more	74% **Fails by 6% points**	**70%** **Fails by 10% points**
% wait times > 90 seconds goal is 2% or less	4.2% **Fails by 2.2% points**	3.2% **Fails by 1.2% points**
Interval 40 second max	45–54 seconds **Average of 50 seconds is 10 seconds off standard**	55–59 seconds **Average of 57 seconds is 17 seconds off standard**

For the above scenario with 1.75 guests per room, the 5 car configuration will meet the Hyatt standard for average wait time; however other metrics such as interval and percent of passengers waiting more than 90 seconds do not meet Hyatt or other industry standards.

Assumes **1.23 guests** per room **5 MRL Elevators** 4,000 pound capacity 500 feet per minute	**12% Traffic Volume "Handling Capacity"**	
	Traditional Dispatch	**Destination Dispatch**
Average Passenger Wait Time 30 second max	16.0 seconds	22.7 seconds
Average on–board riding time	49 seconds	34 seconds
Average time to destination	64 seconds	57 seconds
% wait times < 40 seconds goal is 80% or more	89%	81%
% wait times > 90 seconds goal is 2% or less	0.6%	0.6%
Interval 40 second max	27–31 seconds	38–43 seconds **Average of 40.5 seconds is .5 seconds off standard**

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For the above scenario, if the population density were reduced to 1.23 guests per room, the 5 car configuration will meet all performance requirements, except interval under destination dispatch.

Main Service Elevators

Current SD design includes two service elevators in the core of the hotel that serve all landings. These elevators would be used by hotel staff to provide housekeeping, room service and other guest support services. Traditional traffic studies are not well suited to hotel service elevators and are for the most part not considered when analyzing the need for service elevators. Other metrics and factors have been adopted to provide guidance on determining the optimal number of service elevators. The "Vertical Transportation Handbook" states the following in regard to service elevators:

1. Recommends a minimum of one service elevator for every 200–300 rooms
2. The number of service elevators should be 50% to 60% of the number of guest elevators

Based on 600 rooms, point #1 would result in the recommendation for between 2 and 3 service elevators. Based on the need for 5 passenger elevators, point #2 would result in the recommendation for between 2 and 3 service elevators. Three service elevators will provide excellent service and insulate service levels when one elevator is out of service for maintenance or repair. Two service elevators would provide adequate service, however; when one elevator is out of service for maintenance or repair the remaining elevator may struggle to meet traffic demands.

We would recommend machine room less elevators (MRL's) designed to accommodate housekeeping, room service and other equipment that may be used by hotel staff. The following table provides capacity, speed and approximate dimensions for the MRL options.

Capacity	Speed	Hoistway Dimensions	Cab Interior Dimensions	Door Size
4,500 pounds	350 to 500 fpm	8'–2" x9'–8"	5'–8" x7'–9"	4'–0" to4'–6"
5,000 pounds	350 to 500 fpm	8'–2" x10'–2"	5'–8" x8'–5"	4'–0" to4'–6"

For MRL elevators, the hoistway and cab interior dimensions vary according to manufacturer. In the design development phase we will provide exact dimensions for eachmanufacturer.

Service Elevators (NW Corner)

Current SD design includes two service elevators in the northwest corner of the hotel that serve landings LL, 1 and 2. These elevators would be used by hotel staff to move people, food service, and equipment between the administrative level (LL) and levels 1 and 2 that house the ballrooms, ballroom kitchen and meeting rooms. We would recommend machine room less elevators (MRL's) designed to accommodate food service carts and other equipment that may be used by hotel staff. The following table provides capacity, speed and approximate dimensions for the MRL options. Based on past experience we would recommend two (2) NW

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corner service elevators.

Capacity	Speed	Hoistway Dimensions	Cab Interior Dimensions	Door Size
4,000 pounds	200 to 350 fpm	9'-4" x 7'-10"	7'-8" x 5'-5"	3'-6" to 4'-0"
4,500 pounds	200 to 350 fpm	8'-2" x 9'-8"	5'-8" x 7'-9"	4'-0" to 4'-6"
5,000 pounds	200 to 350 fpm	8'-2" x 10'-2"	5'-8" x 8'-5"	4'-0" to 4'-6"

For MRI elevators, the hoistway and cab interior dimensions vary according to manufacturer. In the design development phase we will provide exact dimensions for each manufacturer.

Escalators Serving L1 and L2

The current SD design includes a set of escalators that serve between Level 1 (Main Lobby) and Level 2 (Main Ballroom and Meeting Rooms). For larger hotels, and hotels with ball rooms and convention center facilities, we recommend escalators with a 40 inch wide step. Based on the provided occupancy load capacities, a single set of escalators would provide acceptable traffic flow between levels 1 and 2. The following are the approximate capacities for escalators with 40 inch steps:

Traffic Capacity per Hour				Traffic Capacity per Minute		
Theoretical	Convenient	Uncrowded		Theoretical	Convenient	Uncrowded
9,000 people	4,500 people	3,000 people		150 people	75 people	50 people

Escalators Serving LL and L1

The current SD design includes a set of escalators that serves between LL (Holladay Street) and Level 1 (Main Lobby). These escalators serve a secondary entrance providing access to the main hotel lobby. We recommend escalators with a 32 inch wide step. Based on the expected traffic flow, a single set of escalators would provide acceptable traffic flow between levels 1 and 2. The following are the approximate capacities for escalators with 32 inch steps:

Traffic Capacity per Hour				Traffic Capacity per Minute		
Theoretical	Convenient	Uncrowded		Theoretical	Convenient	Uncrowded
6,750 people	3,600 people	2,400 people		113 people	60 people	40 people

Ankrom Moisan – Oregon Convention Center and Hotel
Schematic Design Review & Traffic Analysis
July 6, 2015

Elevator Serving LL and L1

Current SD design includes an elevator that serves between LL (Holladay Street) and L1 (Main Lobby), with a front opening at LL and rear opening at L1. This elevator is to provide ADA access for individuals wanting to access the hotel lobby from the secondary entrance on Holladay Street. We would recommend a 2,500 to 3,000 pound capacity elevator designed as either a hole-less hydraulic elevator or a machine room less elevators (MRL's) designed to accommodate ADA passengers.

END OF REPORT

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GENERAL CONDITIONS OF CONTRACT BETWEEN DEVELOPER AND DESIGN-BUILDER

DBIA Document No. 535 (as modified by the Parties)

Article 1

General

1.1 Mutual Obligations

1.1.1 *Developer and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Developer and Design-Builder, incorporating the General Conditions of Contract and all exhibits.

1.2.2 *Basis of Design Documents* are the documents set forth in Exhibit A, which may include the Owner and Developer's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, as well as the GMP or Lump Sum Proposal or Exhibit if applicable.

1.2.3 *Change in Law is the* enactment, adoption, promulgation, issuance, modification, or repeal after the effective date of any applicable law or permit or any material change in the interpretation of any applicable law or permit by any federal, state, local, municipal or other governmental authority or entity, or any court of law, with legal jurisdiction over the matter or person in question, that adversely and materially affects Contractor's costs or schedule for performing the Work, provided that (i) a change in federal, state, or local income tax law shall not be a Change in Law and (ii) an enactment, adoption, promulgation, or material change in the interpretation of an applicable law or permit that is published prior to the Effective Date but that becomes effective after the effective date shall not be a Change in Law

1.2.4 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner, Developer and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.5 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of the Party claiming the Force Majeure Event, including the events of war, floods, labor disputes, vandalism or sabotage, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Developer and Design-Builder* (2010 Edition) as modified by the parties.

1.2.11 *Lump Sum Proposal* means that proposal developed by Design-Builder.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Developer's Project Criteria* are attached in Exhibit B

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include material, men and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include material, men and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Developer can occupy and use the Work or a portion thereof; provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

1.2.20 *Owner* shall mean_McWhinney Real Estate Services, Inc._____.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and Developer and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and Developer and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Developer and Design-Builder.

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2.1.2 Design-Builder shall provide Owner and Developer with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) for Work performed on a cost plus basis, the status of the contingency account to the extent provided for in the Agreement; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner and Developer's review and approval. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner and Developer information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner and Developer's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Developer and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Developer shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Developer may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Developer shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by

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Design-Builder and provided to all attendees for review. Following the design review meeting, Developer shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Developer Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Developer shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Developer prior to commencement of construction.

2.4.3 Developer's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Developer's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Developer.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Lump Sum Contract Price is established after the date of the Agreement, the date the parties agree upon the Lump Sum Contract Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Developer's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Developer in obtaining those permits, approvals and licenses that are Developer's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Developer or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-

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Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Developer may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Developer's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Developer for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Developer and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Developer performs other work on the Project or at the Site with separate contractors under Developer's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Developer to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Developer-specific safety requirements set forth in the Contract Documents, provided that such Developer-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Developer's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

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2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Developer that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Developer with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Developer with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Developer that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Developer, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Developer will commence correction of such nonconforming Work with its own forces. If Developer does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Developer in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Developer may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Developer's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Developer shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Developer shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

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3.1.3 Developer shall give Design-Builder timely notice of any Work that Developer notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Developer shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, as-built and record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Developer is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Developer is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Developer shall promptly furnish reasonable evidence satisfactory to Design-Builder that Developer has adequate funds available and committed to fulfill all of Developer's contractual obligations under the Contract Documents. If Developer fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Developer's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Developer or Developer's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities other than those existing obligations Design-Builder has under the Contract Documents.

3.4 Developer's Representative.

3.4.1 Developer's Representative shall be responsible for providing Developer-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Developer's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Developer's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Developer.

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3.5 Government Approvals and Permits.

3.5.1 Developer shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Developer's Permit List attached as an exhibit to the Agreement.

3.5.2 Developer shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Developer's Separate Contractors.

3.6.1 Developer is responsible for all work performed on the Project or at the Site by separate contractors under Developer's control. Developer shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Developer and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.1.1 Developer understands and agrees that Design-Builder's Work includes services related to the assessments and regulatory approvals regarding Hazardous Materials or other contaminated materials as well as removal and remediation of Hazardous materials only to the extent specifically described in Exhibits D and F. If greater quantities or different types of Hazardous Materials or other contaminated materials are discovered on or in the Land that were not introduced to the Land by Developer, Design-Build Contractor or anyone for whose acts they may be liable, Design-Builder will stop work immediately in the affected area and promptly notify Developer and Owner thereof. Owner, promptly following receipt of such notice from Design-Builder and Developer shall, if required by Environmental Laws, notify all government or quasi-government entities with jurisdiction of the Project or Land.

Design-Builder has carried an allowance for removal and disposal of 275 CY of contaminated soil per the Phase II ESA Data Gap Report dated January 9, 2013 as attached within Exhibits D and F. Design-Builder shall not be responsible for quantities of contaminated materials beyond this 275 CY.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Developer shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Developer retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Developer must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only

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after Developer's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Developer shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site that are not expressly included in the Work..

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Developer is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Developer and Developer's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Developer of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

4.2.3 Owner has the right to terminate the Development Agreement or reduce the project scope in the event that the differing site conditions cost exceeds 3% of the Budget.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in Exhibit A to the Agreement and Exhibit G to the Hotel Development Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum A.M. Best rating of A-VIII.

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5.1.2 Prior to commencing any construction services hereunder, Design-Builder shall provide Developer with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled or renewal refused unless at least thirty (30) days prior written notice is given to Developer. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. Any information concerning material reduction of coverage shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Developer's Liability Insurance.

5.2.1 Developer shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in Exhibit A to the Agreement to protect Developer from claims which may arise from the performance of Developer's obligations under the Contract Documents or Developer's conduct during the course of the Project.

5.3 Developer's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Developer shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located, all risk property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. Coverage shall be provided from the start of work on site until Final Completion. The property insurance obtained by Developer shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Developer, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, rigging and hoisting, terrorism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Developer. The Developer is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Developer shall procure and maintain boiler and machinery insurance that will include the interests of Developer, Design-Builder, Design Consultants, and Subcontractors of any tier. The Developer is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Developer shall provide Design-Builder with certificates evidencing that (i) all Developer's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Developer and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Developer's property insurance shall not lapse or be canceled if Developer occupies a portion of the Work pursuant to Section 6.6.3 hereof. Developer shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work. Upon request, Developer shall provide Design-Builder with a copy of the policy.

5.3.4 Any loss covered under Developer's property insurance shall be adjusted with Developer and Design-Builder and made payable to both of them, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the

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distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Developer and Design-Builder waive against each other and Developer's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Developer shall, where appropriate, require similar waivers of subrogation from Developer's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Developer requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 The performance and payment bonds furnished by Design-Builder shall be on the AIA A312-2010 bond forms. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Developer upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Developer's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Developer will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Developer and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Developer's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Developer is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Developer will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Developer advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Developer free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Developer shall pay Design-Builder all amounts properly due. If Developer determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Developer intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Developer's concerns. Design-Builder and Developer will attempt to resolve Developer's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Developer shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Developer fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Developer on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Developer against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Developer when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within ten (10) days of Developer's receipt of Design-Builder's notice, Developer and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Developer shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Developer's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

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6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Developer shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to 150% percent of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Developer, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Developer have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Developer and Design-Builder agree that Developer's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Developer shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Developer's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Developer and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.2.6 All other items related to construction of the Work as required per the Hotel Development Agreement (Exhibit A)

6.7.3 Upon making final payment, Developer waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Developer's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder.

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Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Developer based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Developer shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Developer from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Developer or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Developer informed of all developments in the defense of such actions.

7.1.2 If Developer is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Developer and not offered or recommended by Design-Builder to Developer or (ii) arising from modifications to the Work by Developer or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Developer shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Developer in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Developer's direction, an exemption for all or part of the Work is claimed for taxes, Developer shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Developer's directive. Developer shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Developer is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Developer from any claims or mechanic's liens brought against Developer or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Developer that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Developer will have the right to discharge the claim or

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lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Developer, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Developer, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Developer's General Indemnification.

7.5.1 Developer, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Developer's separate contractors or anyone for whose acts any of them may be liable.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Developer or anyone under Developer's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, Change in Law, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless said events exceed Two (2) days in the aggregate.

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Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Developer and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Developer and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Developer requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Developer directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Developer and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Developer, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Developer;

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9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Developer issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Developer or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Developer and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Developer, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Developer and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Developer with a good faith estimate of the costs to perform the disputed services in accordance with Developer's interpretations. If the parties are unable to agree and Developer expects Design-Builder to perform the services in accordance with Developer's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Developer issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Developer's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Developer agrees to pay such amounts, with the express understanding that (i) such payment by Developer does not prejudice Developer's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Developer's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Developer believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed seven (7) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

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10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Developer each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Developer will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Developer's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Developer and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Developer's Representative, upon the request of either party, Design-Builder's Senior Representative and Developer's Senior Representative, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Developer and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Developer expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Developer will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

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10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Developer shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Developer.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR DEVELOPER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Developer or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Developer's Right to Stop Work.

11.1.1 Developer may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Developer.

11.2 Developer's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Developer, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Developer may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Developer may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Developer may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

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11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Developer may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Developer for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Developer in completing the Work, such excess shall be paid by Developer to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Developer's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Developer. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Developer in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Developer improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Developer's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Developer's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Developer with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Developer's receipt of Design-Builder's notice. If Developer does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Developer under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Developer's failure to provide Design-Builder with any information, permits or approvals that are Developer's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days

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during the duration of the Project, even though Developer has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Developer's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Developer that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Developer's receipt of such notice. If Developer fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Developer of its intent to terminate within an additional seven (7) day period. If Developer, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Developer of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Developer had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Developer or Design-Builder.

11.5.1 If either Developer or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Developer, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

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12.2 Transmission of Electronic Data.

12.2.1 Developer and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

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13.1.1 Confidential Information is defined as (a) the terms and provisions of this Agreement; (b) the Work Product; and (c) information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project. The Parties will grant access to such Confidential Information only to their respective employees and authorized Subcontractors, Design Consultants and agents whose access is necessary to fulfill the terms of this Agreement, and who shall be bound by the terms and provisions of this section.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Developer shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Developer intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Developer to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile

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number of the intended recipient.

13.9 Verification of Existing Conditions and Encroachment on Adjacent Properties

13.9.1 Design-Builder shall be responsible for performing an Existing Conditions Survey of all adjacent properties and public works prior to commencement of construction. Design Builder shall also be responsible for assuring that design and construction do not encroach across property lines into adjacent properties.

13.10 Amendments.

13.10.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

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Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

DBIA Document No. 525 (as modified by the Parties)

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the _____ day of _____in the year of 2015 _____, by and between the following parties, for services in connection with the Project identified below.

OWNER:
Mortenson Development, Inc.
Tom Lander
700 Meadow Lane North
Minneapolis, MN 55422

DESIGN-BUILDER:
M. A. Mortenson Company
Jeff Madden
610 SW Alder, Suite 200
Portland, OR 97205

PROJECT:
Oregon Convention Center Hotel
Portland, OR 97204

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents. Contract documents include the Final Price, Final Project Schedule, and Final Scope document included as Exhibit C herein.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) (as modified by the parties) ("General Conditions of Contract");

2.1.2 The Basis of Design Documents (as set forth in Exhibit C), including the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder;

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

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3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its use of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below;

4.3.2 Owner pays Design-Builder the additional sum of _____ Dollars ($ _____) as compensation for the right to use the Work Product to complete the Project and subsequently use the work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties; and

4.3.3 Owner obtains written consent of Design Consultant.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above; provided, however, that Owner obtains the written consent of Design Consultant.

Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within seven (7) business days of receipt of Notice to Proceed or Project Financial Closing, whichever is later, unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than as prescribed by Exhibit C.

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: Interim milestones, inclusive of when Owner may access the Project to begin owner installation, training, and related activities shall be as outlined in the Project Transition Plan which will be finalized and agreed upon within sixty (60) days after the Design-Builder receives Notice to Proceed or Project Financial Closing, whichever is later

Owner shall provide approvals or other responses to Design-Builder for the following items within the following time limits: Per Exhibit C.

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable but not later than as prescribed per Exhibit C. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by **XXXXXX** days after the Scheduled Substantial Completion Date (the "LD Date"), Designer-Builder shall pay Owner **XXXXXXX** Dollars **($X,XXX)** as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving

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the Contract Time(s). Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement for failure to achieve the Contract Time(s) shall be Five Hundred Thousand Dollars ($500,000).

5.6 Early Completion Bonus. If Substantial Completion is attained on or before (N/A) days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay Design-Builder at the time of Final Payment under Section 7.3 hereof an early completion bonus of (N/A) Dollars) for each day that Substantial Completion is attained earlier than the Bonus Date.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of One Hundred Eighty-One Million Eight Hundred Seventeen Thousand Five Hundred Fifty Nine Dollars ($180,817,559.00), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of Two Point Nine percent (2.9%) of the additional costs incurred for that Change Order, plus any other markups set forth in Exhibit C hereto.

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, there shall be no reduction in the Design-Builder's Fee or any other markup.

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in Exhibit C hereto. Allowances not spent shall be returned to the Owner at full value. Owner shall also be responsible for all allowances that are exceeded.

6.3.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.3.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner and Owner. Owner and Owner agree that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.3.4 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.2. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the first (1st) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within fifteen (15) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain ten percent (10 %), exclusive of general conditions costs and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project. The Owner recognizes that certain Subcontractors complete their work early in the course of the Project and may have performed well and extended extra efforts to maintain the progress of the Work. Accordingly, the Owner agrees to consider in good faith and act promptly upon any request made by Design-Builder for the early release, in whole or in part, of retainage held on account of Subcontractors who have performed in the manner described above or for other equitable reasons.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of _____ _____percent (_____%) per month, or the highest rate permitted by law, whichever is less, until paid.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder

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shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any rates (for labor, equipment, insurance, or other items), multipliers, or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such rate, multiplier, or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs.; and

8.1.3 The fair and reasonable sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above.

8.2 In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid Zero percent (0%) of the remaining balance of the Contract Price. If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be relieved of, and Owner hereby waives any claims, subrogation of such claims, that Owner may have, now or in the future against Design-Builder, its employees, officers, directors, Subcontractors, Design Consultants, or agents for errors and omissions relating to the work performed or required to be performed under the this Agreement whether such claims are based in contract, warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory. At Owner's request, Design-Builder shall assign any or all of its agreements with the Design Consultants to Owner.

8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid Zero percent (0%) of the remaining balance of the Contract Price.

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Senior Representative Name: Tom Lander
Title: Vice President
Address: 700 Meadow Lane North, Minneapolis, MN 55422
Telephone Number:763-287-5487

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Owner's Representative Name: Nate Gundrum
Title: Development Executive
Address: 700 Meadow Lane North, Minneapolis, MN 55422
Telephone Number: 763-287-5431

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Design-Builder Senior Representative Name: John Nowoj
Title: Vice President and General Manager
Address: 10230 NE Points Drive, Suite 300 Kirkland, WA 98033
Telephone Number:425-497-6631

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Design-Builder's Representative Name: Jeff Madden
Title: General Manager
Address:610 SW Alder, Suite 200 Portland, OR 97205
Telephone Number: 971-202-4101

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in Exhibit XX of the Hotel Purchase Agreement (included as Exhibit B to this Agreement).

10.2 Bonds and Other Performance Security. Design-Builder shall provide a performance bond and labor and material payment bond if indicated below:

Performance and Payment Bond.

[Check one box only. If no box is checked, then no bond is required.]

☐ Required ☐☒ Not Required

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Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

11.1.1 The following Exhibits to this Agreement are incorporated herein by reference, and are Contract Documents:

Exhibit A: Development and Finance Agreement between Mortenson Development, Inc. and Metro dated July 3, 2014.

Exhibit B: Hotel Purchase Agreement between Mortenson Development, Inc. and Hyatt Corporation dated July 27, 2015.

Exhibit C: Final Budget, Final Project Schedule and Final Scope Documents (including list of allowances) dated XXXXXXXX.

Exhibit D: Hyatt International Technical Services, Inc., Design Recommendations & Minimum Standards Version 5.0, copyright 2010.

Exhibit E: Hyatt International Technical Services, Inc., Engineering Recommendations & Minimum Standards, V 4.0, copyright 2011.

Exhibit F: Furniture, Fixtures and Equipment ("FF&E") Matrix dated XXXXXXX.

Exhibit G: Operating Supplies and Equipment ("OS&E") Matrix dated XXXXXXX.

Exhibit H: Permit List dated XXXXXXXX

Exhibit I: Geotechnical Reports and Environmental Site Assessments dated XXXXXXX

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:	**DESIGN-BUILDER:**
_____	_____
(Name of Owner)	*(Name of Design-Builder)*
_____	_____
(Signature)	*(Signature)*
_____	_____
(Printed Name)	*(Printed Name)*
_____	_____
(Title)	*(Title)*
Date: _____	Date: _____

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STANDARD FORM OF AGREEMENT BETWEEN DESIGN-BUILDER AND DESIGNER

Hyatt Regency

Oregon Convention Center Hotel

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DESIGN–BUILD
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Standard Form of Agreement Between Design-Builder and Designer

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the 3rd day of July in the year of 2014, by and between the following parties, for services in connection with the Project identified below:

DESIGN-BUILDER:
Mortenson Construction
610 SW Alder Street, Suite 200
Portland, OR 97205

DESIGNER:
Ankrom Moisan Architects
6720 SW Macadam Ave
Portland, OR 97219

PROJECT:
Oregon Convention Center Hotel
Portland, OR

OWNER:
Mortenson Development, Inc.
700 Meadow Lane North
Minneapolis, MN 55422

In consideration of the mutual covenants and obligations contained herein, Design-Builder and Designer agree as set forth herein.

Article 1
General

1.1 Basic Purpose

1.1.1 Design-Builder has contracted with Owner to provide the services of a licensed design professional to perform all necessary design services for the Project as set forth in the Design-Build Agreement between Owner and Design-Builder. Designer, through itself and its Design Consultants, has agreed to provide such architectural, engineering, and other services required by this Agreement and the other Contract Documents ("Services"). Design-Builder and Designer further agree that to the extent applicable in the performance of the Services, Designer shall have the same responsibilities and obligations as to Design-Builder as Design-Builder has to Owner, except as may be modified herein.

1.2 Basic Definitions

1.2.1 Terms used in this Agreement shall have the meanings set forth in the Design-Build Agreement between Owner and Design-Builder unless otherwise provided herein, with the following specific terms defined as follows:

.1 *Additional Services* refers to those services identified in Section 2.8 hereof.

.2 *Agreement* refers to this executed contract between Design-Builder and Designer under DBIA Document 540, *Standard Form of Agreement Between Design-Builder and Designer* (1999 Edition), MAM Design-Builder Contract Form Revised.

.3 *Construction Phase Services* refers to those services identified in Section 2.7 hereof.

.4 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

.5 *Design-Build Agreement* refers to the contract between Design-Builder and Owner for the design and construction of the Project and all exhibits, attachments, and other Contract Documents enumerated and incorporated therein.

.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Designer, but is retained by Designer, or employed or retained by anyone under contract with Designer, to furnish design services required under the Contract Documents.

.7 *Design Phase Services* refers to those services set forth in Sections 2.5 and 2.6 hereof.

.8 *Design Schedule* refers to the schedule setting forth the dates by which Designer must perform the various Services required herein, consistent with the Project Schedule.

.9 *Designer's Fee* shall refer to the compensation due Designer for the performance of the Services as set forth herein.

.10 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

.11 *Hotel Purchaser* Is the entity which the Owner contracts with through a Hotel Purchase Agreement to buy the Project.

.12 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Services.

.13 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program, requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Design-Build Agreement. Owner's Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

.14 *Project Schedule* refers to the schedule setting forth the dates by which the various stages of both the design and construction of the Project must be performed so as to satisfy Design-Builder's obligations to Owner.

.15 *Site* is the land or premises on which the Project is located.

.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the construction work for the Project and shall include materialmen and suppliers.

.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of the Subcontractor's work and shall include materialmen and suppliers.

.18 *Substantial Completion* is the date on which the Project, or an agreed upon portion of the Project, is sufficiently complete so that Owner can occupy and use the Project or a portion thereof for its intended purposes. The requirements for Substantial Completion are defined within the Owner's Hotel Purchase Agreement.

.18 *Services* shall include all Design Phase Services, Construction Phase Services and Additional Services required by the Contract Documents and included in Exhibit A – Scope of Services or as may be authorized in writing by Design-Builder.

1.3 Contract Documents

1.3.1 The Contract Documents are comprised of the following:

.1 All written modifications, amendments and change orders to this Agreement;

.2 This Agreement, including all exhibits and attachments, executed by Design-Builder and Designer;

.3 General Conditions of the Design-Build Agreement to the extent the Design-Build Agreement relates to the Services and the terms and conditions under which the Services shall be performed.

.4 Written Supplementary Conditions, if any, executed by Design-Builder and Designer;

.5 The Design-Build Agreement, but only to the extent the Design-Build Agreement relates to the Services and the terms and conditions under which the Services shall be performed; and

.6 The following other documents, if any:

- *Development and Finance Agreement between Mortenson Development, Inc. and Metro dated July 3, 2014.*
- *Hotel Purchase Agreement between Mortenson Development, Inc. and Hyatt Corporation dated July 27, 2015.*
- *Hyatt International Technical Services, Inc., Design Recommendations & Minimum Standards Version 5.0, copyright 2010.*
- *Hyatt International Technical Services, Inc., Engineering Recommendations & Minimum Standards, V 4.0, copyright 2011.*
- *Furniture, Fixtures and Equipment ("FF&E") Matrix – Exhibit G.*
- *Operating Supplies and Equipment ("OS&E") Matrix – Exhibit H.*

1.4 Interpretation and Intent

1.4.1 The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, this Agreement shall take precedence.

1.5 Mutual Obligations and Acknowledgments

1.5.1 Design-Builder and Designer commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents. Design-Builder and Designer shall perform their respective responsibilities, obligations and services in a timely manner to facilitate the other's timely and efficient performance and so as not to delay or interfere with the other's performance of its obligations under the Contract Documents.

1.5.2 Design-Builder and Designer acknowledge that they have cooperated with each other in the procurement of the Design-Build Agreement. In so cooperating, Design-Builder and Designer have met to review, discuss, and familiarize themselves with the Design-Build Agreement, including Design-Builder's budget and pricing assumptions used in its final negotiations of the Design-Build Agreement with Owner, as well as all documents incorporated therein and attached thereto, including, as applicable, (i) Owner's Project Criteria; and (ii) Design-Builder's Proposal.

1.5.3 Design-Builder and Designer mutually agree that time is of the essence with respect to the dates and times set forth in the Design Schedule, Project Schedule and Contract Documents.

1.6 Entire Agreement

1.6.1 The Contract Documents, all of which are incorporated by reference into this Agreement, form the entire agreement between Design-Builder and Designer and are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

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Article 2
Designer's Services and Responsibilities

2.1 General

2.1.1 Designer shall, consistent with applicable state licensing laws, provide the Services, including architectural, engineering and other design professional services, required by the Contract Documents. Designer agrees that such Services shall be provided through the responsible supervision and control of qualified, licensed design professionals who are either (i) employed by Designer or (ii) procured by Designer from qualified, licensed Design Consultants.

2.1.2 Designer shall not engage the services of any Design Consultant without first obtaining the approval of Design-Builder, which approval shall not be unreasonably withheld. Designer agrees that each Design Consultant shall be fully bound to Designer in the same manner as Designer is bound to Design-Builder for all the requirements of the Contract Documents to the extent applicable to the Design Consultant's scope of services. Designer shall at all times be responsible for the services performed by its Design Consultants, and shall coordinate the services of its Design Consultants to satisfy Designer's obligations under the Contract Documents. Nothing in this Agreement shall relieve Designer from responsibility for the services performed by its Design Consultants, or create any legal or contractual relationship between Design-Builder and any Design Consultant. Consultants shall not change without Design-Builder's prior written approval. Exhibit D identifies approved consultants at the time this Agreement is executed.

2.1.3 If Design-Builder or Owner performs other work on the Project with separate design professionals under Design-Builder's or Owner's control, Designer agrees to reasonably cooperate and coordinate its activities with those of such separate design professionals so that the Project can be completed in an orderly and coordinated manner and without disruption.

2.1.4 Designer shall only communicate with Developer, Hotel Purchaser, Subcontractor(s), or Sub-Subcontractors through Design-Builder unless the parties agree otherwise in writing.

2.1.5 Within seven (7) days after execution of this Agreement, Design-Builder and Designer will meet to discuss issues affecting the administration of the Services and to implement the necessary procedures, including but not limited to those relating to the schedule for the Services, schedule updates, review of submittals, and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents and allow Designer to meet its obligations to design the Project consistent with the Contract Documents, without compromising any professional obligations of Designer.

2.2 Standard of Care

2.2.1 The standard of care for all design professional services performed by Designer and its Design Consultants pursuant to this Agreement shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, if the Design-Build Agreement contains specifically identified performance standards for the Services or aspects of the Services, Designer agrees that all Services shall be performed to achieve such standards.

2.3 Legal Requirements

2.3.1 Designer agrees to perform the Services in accordance with all applicable Legal Requirements.

2.3.2 Designer's Fee and/or the Design Schedule shall be adjusted to compensate Designer for the effects, if any, of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Services. Such effects may include, without limitation, revisions Designer is required to make to the Construction Documents because of changes in Legal Requirements.

2.4 Designer's Personnel

2.4.1 Designer agrees that the primary personnel assigned to perform the Services shall be as listed in Exhibit B – Attachment B.1, so long as they remain in the Designer's employment, Designer shall not change such personnel without Design-Builder's prior written approval.

2.4.2 Designer's Representative shall be reasonably available to Design-Builder and shall have the necessary expertise and experience required to supervise the Services. Designer's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Designer. Designer shall replace its Representative upon the reasonable request of Design-Builder.

2.5 Government Approvals and Permits

2.5.1 Designer shall obtain and pay for the permits, approvals, and licenses, if any, set forth in Exhibit A – Attachment A.2.

2.5.2 Designer shall provide reasonable assistance to Design-Builder and Owner in obtaining any permits, approvals, and licenses which are not Designer's obligation to obtain, but which are required for the construction of the Project.

2.5.3 Designer shall make any revisions to the Construction Documents necessary to secure permits, approvals, and licenses, including those which have been denied for failure of the Construction Documents to meet Legal Requirements. If such revisions are necessary for reasons beyond the control of Designer or its Design Consultants, Designer shall be compensated for such revisions as a change to this Agreement.

2.6 Design Development Services

2.6.1 In accordance with the times set forth in the Design Schedule, Designer shall submit to Design-Builder all interim design submissions and revisions as required by the Contract Documents. Such design submissions shall be in the form and quantity called for in the Contract Documents and may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Design-Builder and Designer agree that the Designer shall not submit any design submissions to the Owner without the Design-Builder's prior approval. Design-Builder and Designer agree that prior to the scheduled date for submitting all design submissions to Owner, Design-Builder and Designer will hold meetings for the purpose of discussing and monitoring the design for consistency with the requirements of the Contract Documents, as well as Design-Builder's pricing and other assumptions.

2.6.2 In accordance with the Contract Documents and the times set forth in the Design Schedule, Designer shall submit to Design-Builder Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Project. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting. Designer shall provide the Construction Documents in the form and quantity called for in the Contract Documents. Designer shall perform agreed upon revisions and submit revised Construction Documents to Design-Builder for Design-Builder's and Owner's approval.

2.6.3 Designer shall attend and participate in such meetings as are held between Owner and Design-Builder to discuss interim design submissions and the Construction Documents. If requested, Designer shall identify during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for review.

2.6.4 In addition to the interim design submissions and the Construction Documents, Designer shall, if requested by Design-Builder, prepare (i) those design documents necessary for the establishment of Final Exhibits for the Development Financial Closing, Easements with the Adjacent Property Owners, and (ii) interim design submissions and construction documents required to permit commencement of construction on a portion of the Project before the entire Construction Documents for the Project are completed.

2.6.5 Approvals of interim design submissions the Construction Documents by the Design-Builder, Owner and Hotel Purchaser are for the purpose of mutually establishing a conformed set of Construction Documents compatible with the requirements of the Contract Documents. The review and/or approval by either Design-Builder or Owner of any interim design submission or the Construction Documents shall not be deemed to transfer any design responsibility or liability from Designer to Design-Builder or Owner.

2.6.6 Designer will, at its own cost, revise any interim design submission or Construction Documents to correct any errors, mistakes or omissions. Design shall also, If requested by Design-Builder or if required by the Design Build Agreement, design to a fixed budget and, for no additional compensation, make such revisions as are required to achieve such budget. Such revisions shall be performed timely and so as not to jeopardize the Design Schedule and/or the Project Schedule.

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2.6.7 Designer shall be responsible for paying all royalties and licensing fees for patented or copyrighted materials, methods or systems specified by Designer and incorporated into the Project.

2.7 Construction Phase Services

2.7.1 Designer shall assist Design-Builder in preparing bidding documents for specified portions of the Project's construction, and clarifying and responding to questions involving the bidding documents.

2.7.2 Designer shall timely provide reasonably requested clarifications and interpretations of the Construction Documents, which shall be consistent with the intent of, and reasonably inferable from, the Contract Documents. Designer shall make all revisions to the Construction Documents necessary for the proper construction of the Project.

2.7.3 Designer shall review and approve such submittals, including shop drawings, product data and samples, as agreed to by Designer and Design-Builder in the meeting required by §2.1.5. Designer shall expeditiously inform Design-Builder of any revisions that are necessary as a condition to Designer's approval of submittals. The time within which Designer shall review and respond to submittals will be as established at the meeting required by Section 2.1.5 hereof. Designer's review and approval shall not relieve Design-Builder or Subcontractors of responsibility for construction means and methods, or safety precautions.

2.7.4 Designer shall review, and if acceptable approve, any substitutions for materials or equipment proposed by Design-Builder.

2.7.5 Designer shall, if requested by Design-Builder, review any inspection reports or tests involving the construction of the Project and provide its comments to Design-Builder. Designer is not responsible for the accuracy or completeness of the tests or inspections.

2.7.6 Designer shall at appropriate intervals, or as agreed in the Contract Documents, visit the Site to determine if the construction is proceeding in general conformance with the Construction Documents. If Design-Builder and Designer have agreed to a specific frequency of Designer's Site visits, such frequency shall be set forth as an exhibit to this Agreement. Designer shall promptly notify Design-Builder of any defects, deficiencies, deviations, omissions, or violations observed by Designer in the construction of the Project, and make recommendations to Design-Builder on how to proceed.

2.7.7 At the request of Design-Builder, Designer shall attend meetings with Design-Builder and/or Owner and/or Hotel Purchaser and/or Subcontractor(s) and Sub-Subcontractors to discuss design issues which may arise during construction.

2.7.8 Designer shall, if requested by Design-Builder, provide such certifications as may be necessary relative to Substantial Completion, as defined in the Hotel Purchase Agreement.

2.7.9 Designer's provision of any of the Construction Phase Services shall not be construed to make Designer responsible for (i) the acts or omissions of Design-Builder, any Subcontractors, or any Sub-Subcontractors, (ii) the means, methods, sequences, and techniques of construction of the Project or (iii) safety precautions and programs in connection with the construction of the Project. Nothing in this Agreement shall create any legal or contractual relationship between Designer and any Subcontractor or Sub-Subcontractor.

2.8 Additional Services

2.8.1 Additional Services, if any, agreed upon by the parties shall be set forth in Exhibit A – Attachment A.3.

Article 3
Design-Builder's Services and Responsibilities

3.1 Timely Reviews, Approvals and Submittals

3.1.1 Design-Builder shall provide timely reviews and approvals of all interim design submissions and the Construction Documents consistent with the turnaround times set forth in the Design Schedule, or as agreed to by the parties at the meeting required under Section 2.1.5 hereof.

3.1.2 Design-Builder shall timely submit to Designer all submittals, including shop drawings, product data and samples, for Designer's review and approval consistent with the Project Schedule, or as agreed to by the parties at the meeting required under Section 2.1.5 hereof.

3.1.3 Design-Builder shall provide timely notice to Designer of any delays to the Project caused by Designer.

3.2 Design-Builder's Representative

3.2.1 Design-Builder's Representative shall be responsible for providing Design-Builder supplied information and approvals in a timely manner to permit Designer to fulfill its obligations under the Contract Documents.

3.3 Furnishing of Services and Information

3.3.1 Unless expressly stated to the contrary in the Contract Documents, and to the extent Design-Builder has received such items from Owner, Design-Builder shall provide for Designer's information the items listed below. Design-Builder does not warrant the accuracy or completeness of such items, provided, however, that Designer is entitled to rely upon the completeness and accuracy of the data and information included in such items to the same extent Design-Builder is entitled to rely upon such items in the Design-Build Agreement:

.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Designer to perform the Services;

.4 A legal description of the Site;

.5 As-built and record drawings of any existing structures at the Site;

.6 Environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site;

.7 Owner's Project Criteria;

.8 All permits, approvals and licenses set forth in the Owner's Permit List attached as an exhibit to the Design-Build Agreement; and

.9 Test and inspection reports.

3.3.2 Design-Builder shall provide Designer with a copy of the Design-Build Agreement, including all exhibits, attachments, and other Contract Documents enumerated and incorporated therein.

3.3.3 Design-Builder shall perform all cost estimating and scheduling services related to the construction of the Project and shall be responsible for mistakes or miscalculations of market conditions that result in construction costs that are contrary to Design-Builder's budget and pricing assumptions. . Designer shall be entitled to rely on Design-Builder's cost estimates to determine whether the design for the Project is consistent with Design-Builder's budget and pricing assumptions.

3.3.4 Upon Designer's reasonable request, Design-Builder shall provide Designer with information in Design-Builder's possession regarding Owner's financial ability to pay for the Services set forth in this Agreement.

3.3.5 Design-Builder shall provide Designer with the Project Schedule and appropriate updates thereto.

3.3.6 Design-Builder shall perform administration of the Design-Build Agreement, and promptly forward any communications to Owner from Designer that may impact the Services.

3.3.7 Design-Builder shall provide Designer reasonable access to the Project and the Site.

3.4 Notification of Errors

3.4.1 Design-Builder shall notify Designer of any errors, inconsistencies, or omissions Design-Builder discovers in the Services, including any interim design submissions, Construction Documents or other Services. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall relieve Designer of responsibility for errors, inconsistencies, or omissions in the Services.

3.5 Attendance at Design Meetings

3.5.1 Design-Builder shall afford Designer and its Design Consultants the opportunity to attend all necessary design meetings with Owner, Subcontractor(s) and/or Sub-Subcontractors.

Article 4
Ownership of Work Product

4.1 Work Product

4.1.1 All drawings, specifications and other documents and electronic data furnished by Designer to Design-Builder under this Agreement ("Work Product") are deemed to be instruments of

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service. Upon payment to Designer of amounts properly due under this Agreement, the Design-Builder shall own and have property interests in the Work Product with a limited license to use the Work Product in connection with completing this Project and/or fulfilling obligations established in the Design-Build Agreement.

4.2 Agreement to Grant Limited License to Owner

4.2.1 Designer has reviewed the Design-Build Agreement and is fully aware of the limited licenses to use the Work Product which may be granted to Owner therein. Designer accepts and agrees to Owner's rights with respect to the Work Product contained in the Design-Build Agreement.

4.3 Indemnification for Use of Work Product

4.3.1 If either Design-Builder or Designer uses the Work Product on any other project, such party agrees that it shall do so at its sole risk and without liability or legal exposure to the other party, Owner, or anyone working through them. Such party further agrees that it shall defend, indemnify and hold harmless the other party and Owner from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from such use of the Work Product on another project.

4.3.2 Should the Design-Builder alter the Work Product without Designer's permission, or cause the Work Product to be altered by anyone other than the Designer without Designer's permission, then Design-Builder shall defend, indemnify and hold harmless Designer from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from such use of the Work Product to the extent such claims, damages, liabilities, losses and expenses are the result of such unapproved modifications to the Work Product.

Article 5
Time of Performance

5.1 Date of Commencement

5.1.1 The Services shall commence five (5) days after Designer's receipt of Design-Builder's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Design Schedule

5.2.1 Designer shall prepare and submit for Design-Builder's review and acceptance, at least three (3) days prior to the meeting required by Section 2.1.5 hereof, a schedule for the execution of the Design Phase Services in accordance with the Contract Documents. The schedule shall indicate the dates for the start and completion of the various stages of the Design Phase Services, including the dates for the design monitoring and review meetings required herein, and the dates when Design-Builder and Owner information and approvals are required, and shall take into account Design-Builder's obligations to Owner under the Design-Build Agreement. Design-Builder and Designer will jointly review Designer's schedule to determine whether it permits Design-Builder to satisfy its obligations under the Project Schedule and the Design-Build Agreement. The accepted schedule (the "Design Schedule") shall be revised as required by conditions and progress of the Project, but such revisions shall not relieve Designer of its obligations to perform the Services in accordance with the Contract Documents, subject to its rights under this Agreement. Design-Builder shall incorporate the Design Schedule into the Project Schedule.

5.3 Status Reports

5.3.1 Designer shall provide Design-Builder on a regular basis a status report detailing the progress of the Design Phase Services, including whether (i) the Design Phase Services are proceeding according to the Design Schedule, and (ii) items exist which require resolution so as not to jeopardize Designer's ability to meet the dates set forth in the Design Schedule and Design-Builder's ability to meet the Project Schedule. The frequency of the status reports shall be established at the meeting required by Section 2.1.5 hereof.

5.4 Delays

5.4.1 If Designer's performance of the Services are delayed for any reason so as to impact the Design Schedule or the Project Schedule, Designer shall promptly notify Design-Builder in writing of the cause(s) of such delay within sufficient time to permit Design-Builder to provide timely notice to Owner in accordance with the Design-Build Agreement. If the delay is due to any act, neglect, or omission on the part of Designer, Design Consultants, or anyone for whom they are responsible, Designer shall compensate and indemnify Design-Builder for all costs, damages, and expenses arising from such delay. If the delay is caused by Design-Builder, the Designer's Fee and the Design Schedule shall be adjusted to compensate Designer for the effects, if any, of the delay.

5.4.2 Notwithstanding any other provision to the contrary, any delay and resulting damages that arise out of, or relate to, problems caused by Owner or for which Owner is responsible shall be resolved pursuant to Section 11.3 hereof.

Article 6
Designer's Compensation

6.1 Designer's Fee

6.1.1 Designer's Fee shall be the compensation due Designer for the performance of the Services, including all Design Phase Services, Construction Phase Services, and Additional Services, and for Reimbursable Costs, all as set forth in this Agreement. Unless otherwise provided in the Contract Documents, the Designer's Fee is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.1.2 Designer will be compensated, upon authorization, for the Design Phase Services, Construction Phase Services, Additional Services, if any, and Reimbursable Costs as set forth in Exhibit B. Any and all costs in excess of amounts authorized in writing are the sole risk and responsibility of Designer.

6.2 Applications for Payment

6.2.1 Beginning with the first month after the Date of Commencement, Designer shall submit on the twentieth (20th) day of each month for Design-Builder's review and approval, Designer's Application for Payment requesting payment for all Services performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.5 hereof. Once approved, Design-Builder will submit Designer's Application for Payment to Owner with Design-Builder's application.

6.2.2 The Application for Payment shall constitute Designer's representation that (i) the Services have been performed consistent with the Contract Documents, (ii) the Services have progressed to the point indicated in the Application for Payment, (iii) Design Consultants have been paid all amounts previously received by Designer on account of their services, and (iv) there are no claims, obligations or liens outstanding or unsatisfied for labor, services, taxes, or other items performed, furnished, or incurred for or in connection with the Services.

6.2.3 Design-Builder shall make payment on Designer's properly submitted and accurate Application for Payment within seven (7) days after Design-Builder's receipt of payment from Owner on account of Designer's monthly Application for Payment, but in each case less the total of payments previously made, and less amounts properly withheld hereunder.

6.3 Retainage on Applications for Payment

6.3.1 Design-Builder will not retain any funds from Designer's Applications for Payment unless Owner is retaining funds from Design-Builder's progress payments for the Services, and then only in the same amount or percentage retained from Design-Builder's progress payments as set forth in the Design-Build Agreement. Unless mutually agreed otherwise between the parties, retainage (if applicable) will be released to Designer within Seven (7) days after Design-Builder's receipt of such retained amounts from Owner.

6.4 Withholding of Payments

6.4.1 If Design-Builder determines that Designer is not entitled to all or part of an Application for Payment, it will notify Designer in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Design-Builder intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Designer must take to rectify Design-Builder's concerns. Design-Builder and Designer will attempt to resolve Design-Builder's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder shall pay Designer the uncontested amount of the Application for Payment, and Designer may pursue its rights under the Contract Documents, including those under Article 11 hereof.

6.5 Final Payment

6.5.1 At the time Designer submits its final Application for Payment to Design-Builder,

Designer shall provide (i) all deliverables required by the Contract Documents; (ii) an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for or in connection with the Services which will in any way affect Design-Builder's or Owner's interests; (iii) a general release executed by Designer waiving, upon receipt of final payment by Designer, all claims, except those claims previously made in writing to Design-Builder and remaining unsettled at the time of final payment, and those claims that arise for the first time after the submission of Designer's final invoice; and (iv) certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents. Design-Builder shall make payment on Designer's properly submitted and accurate final Application for Payment within ten (10) days after Design-Builder's receipt of final payment from Owner on account of Designer's final Application for Payment, provided also that Designer has satisfied the requirements for final payment set forth herein.

6.6 Pay When Paid

6.6.1 Designer agrees that all payments to Designer hereunder, whether progress or final payment, or for changes or delays to the Services, shall not be due until after Design-Builder actually receives payment on account of same from Owner.

6.7 Interest

6.7.1 Payments due and unpaid under this Agreement shall bear interest commencing five (5) days after payment is due at the rate of one percent (1%) per annum.

6.8 Designer's Payment Obligations

6.8.1 Designer will pay Design Consultants, in accordance with its contractual obligations to such parties, all the amounts Designer has received from Design-Builder on account of their services. Designer will impose similar requirements on Design Consultants to pay those parties with whom they have contracted. Designer will indemnify and defend Owner and Design-Builder against claims for payment, as well as mechanic's lien claims and bonds claims, made by Design Consultants so long as Designer received from Design-Builder the payments required to be made by this Agreement.

6.9 Record Keeping and Finance Controls

6.9.1 Designer shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Services and for a period of three (3) years after final payment of the Services, Design-Builder and Design-Builder's accountants shall be afforded access from time to time, upon reasonable notice, to Designer's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the cost of performing the Services, including changes in the Services, all of which Designer shall preserve for a period of three (3) years after final payment.

Article 7
Termination and Designer's Right to Stop Services

7.1 Design-Builder's Right to Terminate for Convenience

7.1.1 If Owner terminates Design-Builder for any reason, then Design-Builder may terminate this Agreement. In such event, Design-Builder shall pay Designer within ten (10) days only those amounts Design-Builder actually receives from Owner on behalf of Designer.

7.2 Design-Builder's Right to Terminate for Cause

7.2.1 If Designer persistently fails to (i) comply with applicable Legal Requirements, (ii) timely pay, without cause, its Design Consultants, (iii) prosecute the Services with promptness and diligence and in conformance with the Design Schedule and Project Schedule, (iv) provide qualified, licensed design professionals, or (v) perform material obligations under the Contract Documents, then Design-Builder shall have the rights, in addition to any other rights and remedies provided in the Contract Documents or by law, set forth in Sections 7.2.2 and 7.2.3 below.

7.2.2 Upon the occurrence of an event set forth in Section 7.2.1 above, Design-Builder may provide written notice to Designer that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Designer's receipt of such notice. If Designer fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Designer of its intent to terminate within an additional seven (7) day period. If Designer, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare this Agreement terminated for default by providing written notice to Designer of such declaration.

7.2.3 Upon declaring the Agreement terminated pursuant to Section 7.2.2 above, Design-Builder may complete the Services in whatever fashion it deems most efficient, and shall have the right to use the existing Work Product for purposes of completing the project. To the extent Design-Builder has been adversely impacted by Designer's default and termination, Design-Builder shall be entitled to recover against Designer all of Design-Builder's costs. Such costs and expense shall include not only the cost of completing the Services, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Design-Builder in connection with the reprocurement and defense of claims arising from Designer's default.

7.3 Designer's Right To Stop Services

7.3.1 If (i) Owner fails to pay amounts due Design-Builder under the Design-Build Agreement for Services performed by Designer and such failure is not due to the fault of Designer, or (ii) Design-Builder fails to pay any amounts due Designer under this Agreement, Designer may, in addition to any other rights afforded under the Contract Documents or at law, stop work in accordance with Section 7.3.2 below.

7.3.2 Should either of the events set forth in Section 7.3.1 above occur, Designer has the right to provide Design-Builder with written notice that Designer will stop work unless said failure to pay is cured within seven (7) days from Design-Builder's receipt of Designer's notice. If Design-Builder does not cure the problem within such seven (7) day period, Designer may stop work. In such case, Designer shall be entitled to make a claim for adjustment to the Designer's Fee and the Design Schedule to the extent it has been adversely impacted by such stoppage. To the extent Design-Builder's failure to pay is related to a dispute between the parties, the dispute will be resolved in accordance with Article 11, and the parties will continue performance in accordance with Section 11.6.

7.4 Designer's Right to Terminate for Cause

7.4.1 Designer, in addition to any other rights and remedies afforded under the Contract Documents or at law, may terminate this Agreement for cause in accordance with Section 7.3.2 if Design-Builder has failed to cure the problems set forth in Section 7.3.2 within thirty (30) days after Designer has stopped work.

7.4.2 Upon the occurrence of the event set forth in Section 7.4.1 above, Designer may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Designer may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Designer may declare this Agreement terminated for default by providing written notice to Design-Builder of such declaration.

7.5 Bankruptcy of Design-Builder or Designer

7.5.1 If either Design-Builder or Designer institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party

shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 7.

7.5.2 The rights and remedies under Section 7.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

Article 8

Representatives of the Parties

8.1 Design-Builder's Representatives

8.1.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 11.4 hereof:

Jeff Madden, General Manager
610 SW Alder, Suite 200
Portland, OR 97205
(503) 202-4101

8.1.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 3.2 hereof:

Marvin Doster, Project Executive
610 SW Alder, Suite 200
Portland, OR 97205
(2060 778-9024

8.2 Designer's Representatives

8.2.1 Designer designates the individual listed below as its Senior Representative ("Designer's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 11.4 hereof:

Dave Heater, Managing Principal
6720 SW Macadam Avenue
Portland, OR 97219
(503) 245-7100

8.2.2 Designer designates the individual listed below as its Designer's Representative, which individual has the authority and responsibility set forth in Section 2.4.2 hereof:

Tuan Luu, Principal
6720 SW Macadam Avenue
Portland, OR 97219
(503) 245-7100

Article 9
Insurance

9.1 Designer's Insurance Requirements

9.1.1 Prior to starting the Work, Designer shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property (including loss of use) and loss or damage resulting from professional errors and omissions, which may arise out of operations by Designer or by any Design Consultants or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below, any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law.

9.1.2 Designer shall procure and maintain the following minimum insurance coverages and limits of liability:

Workers' Compensation	Statutory Limits
Employer's Liability	$1,000,000 each accident $1,000,000 disease policy limit $1,000,000 disease each employee
Commercial General Liability	$2,000,000 each occurrence $2,000,000 aggregate (applicable on a per project basis)
Comprehensive Automobile Liability	$2,000,000 each accident
Professional Errors and Omissions	$5,000,000 each claim $5,000,000 annual aggregate

Commercial General Liability insurance required under this paragraph shall be written on an occurrence form (ISO Form CG 00 01 or equivalent) and shall include coverage for Products/Completed Operations (extending two (2) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require) including Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to Designer's defense and indemnity obligations under Article 10, and other contractual indemnities assumed by Designer under the Contract Documents. Commercial General Liability insurance shall include "stop gap" coverage for work in those states where Workers' Compensation insurance is provided through a state fund if Employer's liability coverage is not available. Comprehensive Automobile Liability insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles. Workers' Compensation coverage shall include a waiver of subrogation against Design-Builder and Owner.

If the required Professional Errors and Omissions insurance is written on a claims made basis, the retroactive date shall be prior to the start of Designer's Work. Designer agrees to maintain such coverage for two years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

9.1.3 Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy. The general aggregate on the Commercial General Liability coverage shall apply on a project specific basis.

9.1.4 Designer shall endorse its Commercial General Liability (including products/completed operations coverage). Comprehensive Automobile Liability and Umbrella/Excess Liability policies to add Design-Builder, Owner, and such other parties as Design-Builder is required under the Contract Documents to name as additional insureds on Designer's insurance, as "additional insureds" with respect to liability arising out of (a) operations performed for Design-Builder or Owner by or for Designer, (b) Designer's use of Design-Builder's tools and equipment, and (c) claims for bodily injury or death brought against Design-Builder or Owner by Designer's employees or the employees of Designer's consultants of any tier, however caused, related to the performance of Services under this Agreement. Such insurance afforded to Design-Builder, Owner, and others as additional insureds under Designer's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Design-Builder or Owner, or others required to be included as additional insureds. Coverage shall be provided to the additional insureds by ISO Endorsement CG 20 1011 85 (unmodified) or its equivalent.

9.1.5 Designer shall require its Design Consultants to procure and maintain, from insurance companies authorized to do business in the state in which the Project is located, the insurance coverages set forth in this Article.

9.1.6 Designer's and its Design Consultants' insurance coverage set forth in this Article shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

9.1.7 To the extent Design-Builder requires Designer to provide professional liability insurance for claims arising from the negligent performance of design services by Designer or Design Consultants, the coverage limits, duration and other specifics of such insurance shall be set forth in Sections 9.1.1 and 9.1.2 above. Any professional liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the project. Such policies shall be provided prior to the commencement of any design services hereunder.

9.1.8 Designer shall maintain in effect all insurance coverages required under this Article, or by the other Contract Documents, at Designer's sole expense and with insurance carriers licensed to do business in the State in which the Project is located and having a current A.M. Best rating of no less than A-, unless another A.M. Best rating is specifically accepted by Design-Builder in writing. In the event Designer fails to procure or maintain any insurance required by this Article, Design-Builder may, at its option, purchase such coverage and deduct the cost thereof from any monies due to Designer, or withhold funds from Designer in an amount sufficient to protect Design-Builder and other insured parties, or terminate this Agreement pursuant to its terms.

9.1.9 Prior to commencing any services hereunder, Designer shall provide Design-Builder with certificates evidencing that (i) all insurance

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obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, not renewed or materially changed by Designer unless at least thirty (30) days prior written notice is given to Design-Builder by Designer.

9.1.10 All insurance policies shall contain a provision that coverages and limits afforded thereunder shall not be canceled without thirty (30) days prior written notice to Design-Builder. Designer shall notify Design-Builder of any material changes to policies 30 days prior. Certificates of Insurance shall be filed with Design-Builder prior to start of Designer's Work. Renewal certificates shall be provided to Design-Builder not less than ten (10) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Design-Builder and shall provide satisfactory evidence that Designer has complied with all insurance requirements. Design-Builder shall not be obligated to review such certificates or other evidence of insurance, or to advise Designer of any deficiencies in such documents, and receipt thereof shall not relieve Designer from, nor be deemed a waiver of Design-Builder's right to enforce, the terms of Designer's obligations hereunder. Design-Builder shall have the right to examine any policy required under this Agreement.

9.1.11 The required minimum limits of insurance indicated above shall not in any way restrict or diminish Designer's liability under this Agreement.

9.2 Waiver of Subrogation

9.2.1 Design-Builder and Designer waive against each other and Owner, Design Consultants, Owner's separate contractors, Subcontractors, Sub-Subcontractors, agents and employees of each and all of them, all damages covered by Builder's Risk insurance, except such rights as they may have to the proceeds of such insurance. Design-Builder and Designer shall, where appropriate, require similar waivers of subrogation from Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

9.3 Project Specific Professional and Pollution Liability Policy

9.3.1 In the event that Design-Builder procures a Project Specific Professional and Pollution Liability Policy, Exhibit Insurance 1 (a), attached hereto, shall govern and Design-Builder shall provide notification of such policy to Designer and, additionally, shall provide Designer with a copy of such policy upon request.

Article 10
Indemnification

10.1 Patent and Copyright Infringement

10.1.1 Designer shall defend any action or proceeding brought against Owner or Design-Builder based on any claim that the Project, or any part thereof, to the extent designed by the Designer or Design Consultants, or the operation or use of the Project or any part thereof, to the extent designed by Designer or Design Consultants constitutes infringement of any United States patent or copyright, now or hereafter issued. Design-Builder shall give prompt written notice to Designer of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Designer shall indemnify and hold harmless Owner and Design-Builder from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Designer agrees to keep Design-Builder informed of all developments in the defense of such actions.

10.1.2 If Owner is enjoined from the operation or use of the Project, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding related to the Designer's Work Product, Designer shall at its sole expense take reasonable steps to procure the Owner's right to operate or use the Project, or applicable part thereof. If Designer cannot so procure such right within a reasonable time, Designer shall promptly, at Designer's option and at Designer's expense, (i) modify the Project, or applicable part thereof, so as to avoid infringement of any patents, or copyrights, or (ii) replace said work with work that does not infringe or violate any such patent or copyright, and is consistent with the Contract Documents.

10.1.3 Sections 10.1.1 and 10.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular design, process or product of a particular manufacturer specified by Owner or Design-Builder, or a subcontractor or sub-subcontractor and not offered or recommended by Designer to Owner or Design-Builder; or (ii) arising from modifications to the Project by Owner or Design-Builder after acceptance of the Project. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Design-Builder shall defend, indemnify and hold harmless Designer to the same extent Designer is obligated to defend, indemnify and hold harmless Design-Builder in Section 10.1.1 above.

10.1.4 The obligations set forth in this Section 10.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

10.2 Designer's General Indemnification

10.2.1 Designer, to the fullest extent permitted by law, shall defend, indemnify and hold harmless Owner, Design-Builder and their officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than damage to the Work itself to the extent covered by Builder's Risk insurance) to the extent resulting from the negligent acts or omissions of Designer, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

10.2.2 If an employee of Designer, anyone employed directly or indirectly by Designer or anyone for whose acts any of them may be liable has a claim against any party indemnified pursuant to Section 10.2.1 above, Designer's indemnity obligation set forth in Section 10.2.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Designer, or other entity under any employee benefit acts, including workers' compensation or disability acts.

10.2.3 Designer agrees to procure, maintain and pay for such general liability insurance coverage and endorsements as will insure the provisions for this paragraph.

Article 11
Contract Adjustments and Disputes

11.1 Requests for Contract Adjustments and Relief

11.1.1 If either Designer or Design-Builder believes that it is entitled to relief against the other for any event arising out of or related to the Services or the Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall be in accordance with specific notice requirements contained in applicable sections of the Contract Documents and, if possible, be made prior to incurring any cost or expense. Designer shall provide Design-Builder notice of claims for which Owner may be responsible in sufficient time for Design-Builder to meet its notice requirements to Owner set forth in the Contract Documents. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed ten (10) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event condition giving rise to the request, whichever is later. Such notice shall be in accordance with the Contract Documents and shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

11.2 Dispute Avoidance and Resolution

11.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Designer and Design-Builder each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

11.3 Disputes Involving Owner

11.3.1 To the extent a claim, dispute or controversy arises out of, or relates to, problems caused by Owner or for which Owner is responsible ("Owner Disputes"), such Owner Disputes shall be resolved pursuant to the dispute resolution clause set forth in the Design-Build Agreement. Both Design-Builder and Designer agree to cooperate in the presentation and prosecution or defense of Owner Disputes. If, after

a request for an extension of time or additional compensation from Designer, Design-Builder believes that the event causing the delay or additional compensation is the responsibility of Owner, then Design-Builder will cooperate with and assist Designer in presenting a request for an extension of time or additional compensation to Owner.

11.3.2 Notwithstanding any other provisions herein to the contrary, Design-Builder and Designer each agree to accept the relief as to a time extension or additional compensation obtained from Owner, if any, as well as all other aspects of the final decision following appeal or the expiration of the time for appeal, as full and final resolution of any Owner Dispute.

11.3.3 If Design-Builder asserts a claim against Owner involving Designer, each party shall bear its own costs for outside counsel and third-party consultants retained to prosecute claims against Owner and for any other litigation costs. Each party shall present its portion of the claim to Owner.

11.3.4 If Owner contends that the Contract Documents have been breached, or otherwise asserts a claim or set-off against Design-Builder, the party determined to be responsible for the breach either by settlement or by the trier of fact shall be responsible for all costs occasioned by the breach, including counsel and litigation costs. If the trier of fact fails to determine the relative degrees of fault of Design-Builder and Designer in connection with any claim by Owner, then Design-Builder and Designer agree that the allocation of fault shall be determined pursuant to Section 11.4.

11.4 Disputes Not Involving Owner

11.4.1 For any claim, dispute or controversy not arising out of, or relating to, problems caused by Owner or for which Owner is responsible, Designer and Design-Builder will first attempt to resolve such claim, dispute or controversy at the field level through discussions between Design-Builder's Representative and Designer's Representative.

11.4.2 If a claim, dispute or controversy cannot be resolved through Design-Builder's Representative and Designer's Representative, Design-Builder's Senior Representative and Designer's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such claim, dispute or controversy. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the claim, dispute or controversy.

11.4.3 If after meeting the Senior Representatives determine that the claim, dispute or controversy cannot be resolved on terms satisfactory to both parties, the parties shall submit the claim, dispute or controversy to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.

11.5 Arbitration

11.5.1 At the election of Design-Builder, any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which has not been resolved in accordance with the procedures set forth in Section 11.4 above shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect.

11.5.2 The award of the arbitrator(s) shall be final and binding upon the parties. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

11.5.3 Designer and Design-Builder expressly agree that any arbitration pursuant to this Section 11.5 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Designer will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

11.5.4 The prevailing party in any arbitration or litigation shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

11.6 Duty to Continue Performance

11.6.1 Unless provided to the contrary in the Contract Documents, Designer shall continue to perform the Services and Design-Builder shall continue to satisfy its payment obligations to Designer, pending the final resolution of any dispute or disagreement between Design-Builder and Designer.

11.7 CONSEQUENTIAL DAMAGES

11.7.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 11.7.2 BELOW), NEITHER DESIGN-BUILDER NOR DESIGNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

11.7.2 Notwithstanding Section 11.7.1 above, Design-Builder shall be entitled to recover against Designer (i) any liquidated damages that Owner may assess against Design-Builder which are attributable to Designer, even though both parties recognize that such liquidated damages may include some damages that might otherwise be deemed to be consequential and (ii) consequential damages that may be imposed upon the Design-Builder by the Design-Build Agreement.

Article 12
Miscellaneous

12.1 Assignment

12.1.1 Neither Designer nor Design-Builder shall, without the written consent of the other, assign, transfer or sublet any portion or part of the Services or the obligations required by the Contract Documents.

12.2 Successorship

12.2.1 Design-Builder and Designer intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.3 Governing Law

12.3.1 This Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

12.4 Severability

12.4.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements or court order, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

12.5 No Waiver

12.5.1 The failure of either Design-Builder or Designer to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

12.6 Headings

12.6.1 The headings used in this Agreement, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.7 Notice

12.7.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in this Agreement or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the number of the intended recipient.

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12.8 Amendments

12.8.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.9 Survival

12.9.1 Designer's obligations under this Agreement shall not be released, and shall specifically survive, the completion of all Services hereunder, final payment to Designer, and the termination of this Agreement for any reason.

Article 13
Other Provisions

13.1 Other provisions, if any, are as follows:

Exhibit A – Scope of Services
- Attachment A.1 – Design Responsibility Matrix
- Attachment A.2 – Gov't Approvals and Permits
- Attachment A.3 – Additional Services

Exhibit B – Schedule of Fees and Costs
- Attachment B.1 – Designer's Personnel & Rates

Exhibit C – Schedule

Exhibit D – Project Description

Exhibit E – Contract Documents List

Exhibit F – Designer's Electronic Documents Policy

Exhibit G – Furniture, Fixture & Equipment Matrix

Exhibit H – Low-Voltage "Technology" Matrix

Exhibit I – Operating Supplies and Equipment Matrix

Exhibit J – Developer's Direct Access Agreement

Exhibit K – Hyatt's ADA Certification Form

In executing this Agreement, Design-Builder and Designer each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the Services described herein.

DESIGN-BUILDER:

Mortenson Construction

(Name of Design-Builder)

(Signature)

Printed Name: _____

Title: _____

Date: _____

DESIGNER:

Ankrom Moisan Architects

(Name of Designer)

(Signature)

Printed Name: _____

Title: _____

Date: _____

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STANDARD FORM OF AGREEMENT BETWEEN DESIGN-BUILDER AND DESIGNER

Hyatt Regency

Oregon Convention Center Hotel

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DBIA

DESIGN–BUILD
INSTITUTE OF AMERICA

Standard Form of Agreement Between Design-Builder and Designer

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the 3rd day of July in the year of 2014, by and between the following parties, for services in connection with the Project identified below:

DESIGN-BUILDER:
Mortenson Construction
610 SW Alder Street, Suite 200
Portland, OR 97205

DESIGNER:
Elness Swenson Graham Architects, Inc.
500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415

PROJECT:
Oregon Convention Center Hotel
Portland, OR

OWNER:
Mortenson Development, Inc.
700 Meadow Lane North
Minneapolis, MN 55422

In consideration of the mutual covenants and obligations contained herein, Design-Builder and Designer agree as set forth herein.

Article 1
General

1.1 Basic Purpose

1.1.1 DesignpBuilder was contracted h itw Oh ner to f rovide twe services oy a licensed design f royessional to f eryorm all necessarj design services yor twe Protect as set yortw in twe DesignpBuild Agreement , eth een Oh ner and Designp Builder. Designerqtwrougw itsely and its Design Consultantsqwas agreed to f rovide sucw arcwitecturalqengineeringqand otwer services re(uired , j twis Agreement and twe otwer Contract Documents "SMervices"). DesignpBuilder and Designer yurtwer agree twat to twe extent af f lica, le in twe f eryormance oy twe Mervicesq Designer swall wave twe same resf onsi, ilities and o, ligations as to DesignpBuilder as DesignpBuilder was to Oh nerqexcef t as maj , e modiyied werein.

1.2 Basic Definitions

1.2.1 Terms used in twis Agreement swall wave twe meanings set yortw in twe DesignpBuild Agreement , eth een Oh ner and DesignpBuilder unless otwerh ise f rovided wereinq h itw twe yolloh ing sf eciyic terms deyined as yolloh s:

.1 *Additional Services* reyers to twose services identiyied in Mection 2.8 wereoy.

.2 *Agreement* reyers to twis executed contract , eth een DesignpBuilder and Designer under DBIA Document 540q *Standard Form of Agreement Between Design-Builder and Designer* "1999 k dition)qE AE DesignpBuilder Contract Form Revised.

.3 *Construction Phase Services* reyers to twose services identiyied in Mection 2.7 wereoy.

.4 *Day* or *Days* swall mean calendar daj s unless otwerh ise sf eciyicallj noted in twe Contract Documents.

.5 *Design-Build Agreement* reyers to twe contract , eth een DesignpBuilder and Oh ner yor twe design and construction oy twe Protect and all exwi, itsqattacwments q and otwer Contract Documents enumerated and incorf orated twerein.

.6 *Design Consultant* is a (ualiyiedqlicensed design f royessional h wo is not an emf loj ee oyDesignerq, ut is retained , j Designerqor emf loj ed or retained , j anj one under contract h itw Designerqto yurnisw design services re(uired under twe Contract Documents.

.7 *Design Phase Services* reyers to twose services set yortw in Mections 2.5 and 2.6 wereoy.

.8 *Design Schedule* reyers to twe scwedule setting yortw twe dates , j h wicw Designer must f eryorm twe various Mervices re(uired wereinqconsistent h itw twe Protect Mcwedule.

.9 *Designer's Fee* swall reyer to twe comf ensation due Designer yor twe f eryormance oy twe Mervices as set yortw werein.

.10 *Hazardous Conditions* are anj materialsq h astesqsu, stances and cwemicals deemed to , e wazardous under af f lica, le Legal Re(uirementsqor twe wandlingqstorageqremediationqor disf osal oy h wicw are regulated , j af f lica, le Legal Re(uirements.

.11 *Hotel Purchaser* Is twe entitj h wicw twe Oh ner contracts h itw twrougw a Hotel Purcwase Agreement to , uj twe Protect.

.12 *Legal Requirements* are all af f lica, le yederalqstate and local lah sqcodesqordinancesqrulesqregulationsqorders and decrees oy anj government or (uasipgovernment entitj waving burisdiction over twe Protect or Miteqtwe f ractices involved in twe Protect or Miteqor anj Mervices.

.13 *Owner's Project Criteria* are develof ed , j or yor Oh ner to descri, e Oh ner's f rogramq re(uirements and o, bectives yor twe Protectq including useqsf aceqf riceqtimeqsite and exf anda, ilitj re(uirementsqas h ell as su, mittal re(uirements and otwer re(uirements governing DesignpBuilder's f eryormance oy twe DesignpBuild Agreement. Oh ner's Protect Criteria maj include concef tual documentsqdesign criteriaqf eryormance re(uirements and otwer Protectqsf eciyic tecwnical materials and re(uirements.

.14 *Project Schedule* reyers to twe scwedule setting yortw twe dates , j h wicw twe various stages oy , otw twe design and construction oy twe Protect must , e f eryormed so as to satisyj DesignpBuilder's o, ligations to Oh ner.

.15 *Site* is twe land or f remises on h wicw twe Protect is located.

.16 *Subcontractor* is anj f erson or entitj retained , j DesignpBuilder as an indef endent contractor to f eryorm a f ortion oy twe construction h or– yor twe Protect and swall include materialmen and suf f liers.

.17 *Sub-Subcontractor* is anj f erson or entitj retained , j a Mu, contractor as an indef endent contractor to f eryorm anj f ortion oy twe Mu, contractor's h or– and swall include materialmen and suf f liers.

.18 *Substantial Completion* is twe date on h wicw twe Protectqor an agreed uf on f ortion oy twe Protectqis suyyicientlj comf lete so twat Oh ner can occuf j and use twe Protect or a f ortion twereoyyor its intended f urf oses. Twe re(uirements yor Mu, stantial Comf letion are deyined h itw in twe Oh ner's Hotel Purcwase Agreement.

.18 *Services* swall include all Design Pwase MervicesqConstruction Pwase Mervices and Additional Mervices re(uired , j twe Contract Documents and included in k xwi, it A ; Mcof e oyMervices or as maj , e autworized in h riting , j Designp Builder.

1.3 Contract Documents

1.3.1 Twe Contract Documents are comf rised oy twe yolloh ing:

.1 All h ritten modiyicationsqamendments and cwange orders to twis AgreementG

.2 Twis Agreementqincluding all exwi, its and attacwmentsqexecuted , j DesignpBuilder and DesignerG

.3 - eneral Conditions oy twe DesignpBuild Agreement to twe extent twe DesignpBuild Agreement relates to twe Mervices and twe terms and conditions under h wicw twe Mervices swall , e f eryormed.

.4 Written Muf f lementarj Conditionsqiyanj qexecuted , j DesignpBuilder and DesignerG

.5 Twe DesignpBuild Agreementq, ut onlj to twe extent twe DesignpBuild Agreement relates to twe Mervices and twe terms and conditions under h wicw twe Mervices swall , e f eryormedGand

.6 Twe yolloh ing otwer documentsqiyanj :

- *Development and Finance Agreement between Mortenson Development, Inc. and Metro dated July 3, 2014.*
- *Hotel Purchase Agreement between Mortenson Development, Inc. and Hyatt Corporation dated July 27, 2015.*
- *Hyatt International Technical Services, Inc., Design Recommendations & Minimum Standards Version 5.0, copyright 2010.*
- *Hyatt International Technical Services, Inc., Engineering Recommendations & Minimum Standards, V 4.0, copyright 2011.*
- *Furniture, Fixtures and Equipment ("FF&E") Matrix – Exhibit G.*
- *Operating Supplies and Equipment ("OS&E") Matrix – Exhibit H.*

1.4 Interpretation and Intent

1.4.1 Twe Contract Documents are intended to , e comf lementarj and interf reted in warmonj so as to avoid conylictq h itw h ords and f wrases interf reted consistent h itw construction and design industrj standards. In twe event oy anj inconsistencj qconylictqor am, iguitj , eth een or among twe Contract Documentsqtwis Agreement swall ta–e f recedence.

1.5 Mutual Obligations and Acknowledgments

1.5.1 DesignpBuilder and Designer commit at all times to coof erate yullj h itw eacw otwerqand f roceed on twe , asis oy trust and good yaitwqto f ermit eacw f artj to realize twe , eneyits ayyorded under twe Contract Documents. DesignpBuilder and Designer swall f eryorm tweir resf ective resf onsi, ilitiesqo, ligations and services in a timelj manner to yacilitate twe otwer's timelj and eyyicient f eryormance and so as not to delaj or interyere h itw twe otwer's f eryormance oyits o, ligations under twe Contract Documents.

1.5.2 DesignpBuilder and Designer ac–noh ledge twat twej wave coof erated h itw eacw otwer in twe f rocurement oy twe DesignpBuild Agreement. In so coof eratingqDesignpBuilder and Designer wave met to revieh qdiscussqand yamiliarize twemselves h itw twe DesignpBuild Agreementqincluding DesignpBuilder's , udget and f ricing assumf tions used in its yinal negotiations oy twe DesignpBuild Agreement h itw Oh nerqas h ell as all documents incorf orated twerein and attacwed twereto q including qas af f lica, leq"i) Oh ner's Protect CriteriaGand "ii) DesignpBuilder's Prof osal.

1.5.3 DesignpBuilder and Designer mutuallj agree twat time is oy twe essence h itw resf ect to twe dates and times set yortw in twe Design McweduleqProtect Mcwedule and Contract Documents.

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1.6 Entire Agreement

1.6.1 Twe Contract Documentsq all oy h wicw are incorf orated , j reyerence into twis Agreementq yorm twe entire agreement , eth een DesignpBuilder and Designer and are as yullj , inding on twe f arties as iy ref eated werein. No oral ref resentations or otwer agreements wave , een made , j twe f arties excef t as sf eciyicallj stated in twe Contract Documents.

Article 2
Designer's Services and Responsibilities

2.1 General

2.1.1 Designer swallq consistent h itw af f lica, le state licensing lah sq f rovide twe Mervicesq including arcwitecturalq engineering and otwer design f royessional servicesq re(uired , j twe Contract Documents. Designer agrees twat sucw Mervices swall , e f rovided twrougw twe resf onsi, le suf ervision and control oy (ualiyiedq licensed design f royessionals h wo are eitwer "i) emf loj ed , j Designer or "ii) f rocured , j Designer yrom (ualiyiedq licensed Design Consultants.

2.1.2 Designer swall not engage twe services oy anj Design Consultant h itwout yirst o, taining twe af f roval oy DesignpBuilderqh wicw af f roval swall not , e unreasona, lj h itwweld. Designer agrees twat eacw Design Consultant swall , e yullj , ound to Designer in twe same manner as Designer is , ound to DesignpBuilder yor all twe re(uirements oy twe Contract Documents to twe extent af f lica, le to twe Design Consultant's scof e oy services. Designer swall at all times , e resf onsi, le yor twe services f eryormed , j its Design Consultantsq and swall coordinate twe services oy its Design Consultants to satisyj Designer's o, ligations under twe Contract Documents. Notwing in twis Agreement swall relieve Designer yrom resf onsi, ilitj yor twe services f eryormed , j its Design Consultantsq or create anj legal or contractual relationswif , eth een DesignpBuilder and anj Design Consultant. Consultants swall not cwange h itwout DesignpBuilder's f rior h ritten af f roval. k xwi, it D identiyies af f roved consultants at twe time twis Agreement is executed.

2.1.3 Iy DesignpBuilder or Oh ner f eryorms otwer h or– on twe Prob ect h itwsef arate design f royessionals under Designp Builder's or Oh ner's controlq Designer agrees to reasona, lj coof erate and coordinate its activities h itw twose oy sucw sef arate design f royessionals so twat twe Prob ect can , e comf leted in an orderlj and coordinated manner and h itwout disruf tion.

2.1.4 Designer swall onlj communicate h itw Develof erq Hotel Purcwaserq Mu, contractor"s)q or Mu, pMu, contractors twrougw DesignpBuilder unless twe f arties agree otwerh ise in h riting.

2.1.5 Witwin seven "7) daj s ayter execution oy twis Agreementq DesignpBuilder and Designer h ill meet to discuss issues ayyecting twe administration oy twe Mervices and to imf lement twe necessarj f roceduresqincluding , ut not limited to twose relating to twe scwedule yor twe Mervicesqscwedule uf datesqrevieh oy su, mittalsqand f aj mentqto yacilitate twe a, ilitj oy twe f arties to f eryorm tweir o, ligations under twe Contract Documents and alloh Designer to meet its o, ligations to design twe Prob ect consistent h itw twe Contract Documentsq h itwout comf romising anj f royessional o, ligations oy Designer.

2.2 Standard of Care

2.2.1 Twe standard oy care yor all design f royessional services f eryormed , j Designer and its Design Consultants f ursuant to twis Agreement swall , e twe care and s–ill ordinarilj used , j mem, ers oy twe design profession f racticing under similar conditions at twe same time and localitj oy twe Prob ect. Noth itwstanding twe f receding sentenceq iy twe DesignpBuild Agreement contains sf eciyicallj identiyied f eryormance standards yor twe Mervices or asf ects oy twe MervicesqDesigner agrees twat all Mervices swall , e f eryormed to acwieve sucw standards.

2.3 Legal Requirements

2.3.1 Designer agrees to f eryorm twe Mervices in accordance h itw all af f lica, le Legal Re(uirements.

2.3.2 Designer's Fee and/or twe Design Mcwedule swall , e adbusted to comf ensate Designer yor twe eyyectsqiy anj qoy anj cwanges in twe Legal Re(uirements enacted ayter twe date oy twe Agreement ayyecting twe f eryormance oy twe Mervices. Mucw eyyects maj includeq h itwout limitationq revisions Designer is re(uired to ma–e to twe Construction Documents , ecause oy cwanges in Legal Re(uirements.

2.4 Designer's Personnel

2.4.1 Designer agrees twat twe f rimarj f ersonnel assigned to f eryorm twe Mervices swall , e as listed in k xwi, it B ; Attacwment B.1qso long as twej remain in twe Designer's emf loj mentq Designer swall not cwange sucwf ersonnel h itwout DesignpBuilder's f rior h ritten af f roval.

2.4.2 Designer's Ref resentative swall , e reasona, lj availa, le to DesignpBuilder and swall wave twe necessarj exf ertise and exf erience re(uired to suf ervise twe Mervices. Designer's Ref resentative swall communicate regularlj h itw DesignpBuilder and swall , e vested h itw twe autworitj to act on , ewaly oy Designer. Designer swall ref lace its Ref resentative uf on twe reasona, le re(uest oy DesignpBuilder.

2.5 Government Approvals and Permits

2.5.1 Designer swall o, tain and f aj yor twe f ermitsqaf f rovalsqand licensesqiyanj qset yortwin k xwi, it A ; Attacwment A.2.

2.5.2 Designer swall f rovide reasona, le assistance to DesignpBuilder and Oh ner in o, taining anj f ermitsqaf f rovalsq and licenses h wicw are not Designer's o, ligation to o, tainq, ut h wicw are re(uired yor twe construction oy twe Prob ect.

2.5.3 Designer swall ma–e anj revisions to twe Construction Documents necessarj to secure f ermitsqaf f rovalsqand licensesqincluding twose h wicw wave , een denied yor yailure oy twe Construction Documents to meet Legal Re(uirements. Iy sucw revisions are necessarj yor reasons , ej ond twe control oy Designer or its Design ConsultantsqDesigner swall , e comf ensated yor sucw revisions as a cwange to twis Agreement.

2.6 Design Development Services

2.6.1 In accordance h itw twe times set yortwin twe Design Mcweduleq Designer swall su, mit to DesignpBuilder all interim design su, missions and revisions as re(uired , j twe Contract Documents. Mucw design su, missions swall , e in twe yorm and (uantitj called yor in twe Contract Documents and maj include design criteriaqdrah ingsqdiagrams and sf eciyications setting yortwtwe Prob ect re(uirements. DesignpBuilder and Designer agree twat twe Designer swall not su, mit anj design su, missions to twe Oh ner h itwout twe DesignpBuilder's f rior af f roval. DesignpBuilder and Designer agree twat f rior to twe scweduled date yor su, mitting all design su, missions to Oh nerq DesignpBuilder and Designer h ill wold meetings yor twe f urf ose oy discussing and monitoring twe design yor consistencj h itw twe re(uirements oy twe Contract Documentsq as h ell as DesignpBuilder's f ricing and otwer assumf tions.

2.6.2 In accordance h itw twe Contract Documents and twe times set yortwin twe Design Mcweduleq Designer swall su, mit to DesignpBuilder Construction Documents setting yortwin detail drah ings and sf eciyications descri, ing twe re(uirements yor construction oy twe Prob ect. Twe Construction Documents swall , e consistent h itw twe latest set oy interim design su, missionsqas sucw su, missions maj wave , een modiyied in a design revieh meeting. Designer swall f rovide twe Construction Documents in twe yorm and (uantitj called yor in twe Contract Documents. Designer swall f eryorm agreed uf on revisions and su, mit revised Construction Documents to DesignpBuilder yor DesignpBuilder's and Oh ner's af f roval.

2.6.3 Designer swall attend and f articif ate in sucw meetings as are weld , eth een Oh ner and DesignpBuilder to discuss interim design su, missions and twe Construction Documents. Iy re(uestedq Designer swall identiyj during sucw meetingsq among otwer twingsq twe evolution oy twe design and anj signiyicant cwanges or deviations yrom twe Contract Documentsq orqiyaf f lica, leqf reviouslj su, mitted design su, missions. E inutes oy twe meetings h ill , e maintained , j DesignpBuilder and f rovided to all attendees yor revieh .

2.6.4 In addition to twe interim design su, missions and twe Construction Documentsq Designer swallqiy re(uested , j DesignpBuilderq f ref are "i) twose design documents necessarj yor twe esta, liswment oy Final k xwi, its yor twe Develof ment Financial Closingqk asements h itw twe Adbacent Prof ertj Oh nersqand "ii) interim design su, missions and construction documents re(uired to f ermit commencement oy construction on a f ortion oy twe Prob ect , eyore twe entire Construction Documents yor twe Prob ect are comf leted.

2.6.5 Af f rovals oy interim design su, missions twe Construction Documents , j twe DesignpBuilderq Oh ner and Hotel Purcwaser are yor twe f urf ose oy mutuallj esta, liswing a conyormed set oy Construction Documents comf ati, le h itw twe re(uirements oy twe Contract Documents. Twe revieh and/or af f roval , j eitwer DesignpBuilder or Oh ner oy anj interim design su, mission or twe Construction Documents swall not , e deemed to transyer anj design resf onsi, ilitj or lia, ilitj yrom Designer to DesignpBuilder or Oh ner.

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2.6.6 Designer hillqat its ohn costqrevise anj interim design su, mission or Construction Documents to correct anj errorsq mista–es or omissions. Design swall alsoq ly re(uested , j DesignpBuilder or iy re(uired , j twe Design Build Agreementqdesign to a yixed , udget andqyor no additional comf ensationqma–e sucwrevisions as are re(uired to acwieve sucw , udget. Mucwrevisions swall , e f eryormed timelj and so as not to beof ardize twe Design Mcwedule and/or twe Probect Mcwedule.

2.6.7 Designer swall , e resf onsi, le yor f aj ing all roj alties and licensing yees yor f atented or cof j rigwted materialsq metwods or sj stems sf eciyied , j Designer and incorf orated into twe Probect.

2.7 Construction Phase Services

2.7.1 Designer swall assist DesignpBuilder in f ref aring , idding documents yor sf eciyied f ortions oy twe Probect's constructionqand clariyj ing and resf onding to (uestions involving twe , idding documents.

2.7.2 Designer swall timelj f rovide reasona, lj re(uested clariyications and interf retations oy twe Construction Documentsq hwicw swall , e consistent hitw twe intent oyq and reasona, lj inyera, le yromq twe Contract Documents. Designer swall ma–e all revisions to twe Construction Documents necessarj yor twe f rof er construction oytwe Probect.

2.7.3 Designer swall revieh and af f rove sucw su, mittalsq including swof drah ingsq f roduct data and samf lesq as agreed to , j Designer and DesignpBuilder in twe meeting re(uired , j §2.1.5. Designer swall exf editiouslj inyorm Designp Builder oy anj revisions twat are necessarj as a condition to Designer's af f roval oy su, mittals. Twe time hitwin hwicw Designer swall revieh and resf ond to su, mittals hill , e as esta, liswed at twe meeting re(uired , j Mection 2.1.5 wereoy. Designer's revieh and af f roval swall not relieve DesignpBuilder or Mu, contractors oy resf onsi, ilitj yor construction means and metwodsqor sayetj f recautions.

2.7.4 Designer swall revieh q and iy accef ta, le af f roveq anj su, stitutions yor materials or e(uif ment f rof osed , j DesignpBuilder.

2.7.5 Designer swallqiyre(uested , j DesignpBuilderqrevieh anj insf ection ref orts or tests involving twe construction oytwe Probect and f rovide its comments to DesignpBuilder. Designer is not resf onsi, le yor twe accuracj or comf leteness oytwe tests or insf ections.

2.7.6 Designer swall at af f rof riate intervalsqor as agreed in twe Contract Documentsqvisit twe Mite to determine iytwe construction is f roceeding in general conyormance hitw twe Construction Documents. Iy DesignpBuilder and Designer wave agreed to a sf eciyic yre(uencj oy Designer's Mite visitsq sucw yre(uencj swall , e set yortw as an exwi, it to twis Agreement. Designer swall f romf tlj notiyj DesignpBuilder oy anj deyectsq deyicienciesq deviationsq omissionsq or violations o, served , j Designer in twe construction oytwe Probectq and ma–e recommendations to DesignpBuilder on woh to f roceed.

2.7.7 At twe re(uest oyDesignpBuilderqDesigner swall attend meetings hitw DesignpBuilder and/or Ohner and/or Hotel Purcwaser and/or Mu, contractor"s) and Mu, pMu, contractors to discuss design issues hwicw maj arise during construction.

2.7.8 Designer swallq iy re(uested , j DesignpBuilderq f rovide sucw certiyications as maj , e necessarj relative to Mu, stantial Comf letionqas deyined in twe Hotel Purcwase Agreement.

2.7.9 Designer's f rovision oy anj oy twe Construction Pwase Mervices swall not , e construed to ma–e Designer resf onsi, le yor "i) twe acts or omissions oy DesignpBuilderq anj Mu, contractorsq or anj Mu, pMu, contractorsq "ii) twe meansqmetwodsqse(uencesqand tecwni(ues oy construction oytwe Probect or "iii) sayetj f recautions and p rograms in connection hitw twe construction oy twe Probect. Notwing in twis Agreement swall create anj, legal or contractual relationswif , eth een Designer and anj Mu, contractor or Mu, pMu, contractor.

2.8 Additional Services

2.8.1 Additional Mervicesqiyanj qagreed uf on , j twe f arties swall , e set yortwin k xwi, it A ; Attacwment A.3.

Article 3
Design-Builder's Services and Responsibilities

3.1 Timely Reviews, Approvals and Submittals

3.1.1 DesignpBuilder swall f rovide timelj revieh s and af f rovals oyall interim design su, missions and twe Construction Documents consistent hitw twe turnaround times set yortwin twe Design Mcweduleqor as agreed to , j twe f arties at twe meeting re(uired under Mection 2.1.5 wereoy.

3.1.2 DesignpBuilder swall timelj su, mit to Designer all su, mittalsq including swof drah ingsq f roduct data and samf lesqyor Designer's revieh and af f roval consistent hitw twe Probect Mcweduleqor as agreed to , j twe f arties at twe meeting re(uired under Mection 2.1.5 wereoy.

3.1.3 DesignpBuilder swall f rovide timelj notice to Designer oyanj delaj s to twe Probect caused , j Designer.

3.2 Design-Builder's Representative

3.2.1 DesignpBuilder's Ref resentative swall , e resf onsi, le yor f roviding DesignpBuilder suf f lied inyormation and af f rovals in a timelj manner to f ermit Designer to yulyill its o, ligations under twe Contract Documents.

3.3 Furnishing of Services and Information

3.3.1 Unless exf resslj stated to twe contrarj in twe Contract Documentsq and to twe extent DesignpBuilder was received sucwitems yrom OwnerqDesignpBuilder swall f rovide yor Designer's inyormation twe items listed , eloh . Designp Builder does not h arrant twe accuracj or comf leteness oy sucwitemsq f rovidedq woh everq twat Designer is entitled to relj uf on twe comf leteness and accuracj oytwe data and inyormation included in sucwitems to twe same extent Designp Builder is entitled to relj uf on sucwitems in twe DesignpBuild Agreement:

.1 Murvej s descri, ing twe f rof ertj q , oundariesq tof ograf wj and reyerence f oints yor use during constructionq including existing service and utilitj linesG

.2 - eotechnical studies descri, ing su, surjace conditionsq and otwer survej s descri, ing otwer latent or concealed f wj sical conditions at twe MiteG

.3 Temf orarj and f ermanent easementsqzoning and otwer re(uirements and encum, rances ayjecting land useqor necessarj to f ermit twe f rof er design and construction oytwe Probect and ena, le Designer to f eryorm twe MervicesG

.4 A legal descrif tion oytwe MiteG

.5 Asp uilt and record drah ings oyanj existing structures at twe MiteG

.6 knvironmental studiesq ref orts and imf act statements descri, ing twe environmental conditionsq including Hazardous Conditionsqin existence at twe MiteG

.7 Ohner's Probect CriteriaG

.8 All f ermitsqaf f rovals and licenses set yortwin twe Ohner's Permit List attacwed as an exwi, it to twe DesignpBuild AgreementGand

.9 Test and insf ection ref orts.

3.3.2 DesignpBuilder swall f rovide Designer hitw a cof j oy twe DesignpBuild Agreementq including all exwi, itsq attacwmentsqand otwer Contract Documents enumerated and incorf orated twerein.

3.3.3 DesignpBuilder swall f eryorm all cost estimating and scweduling services related to twe construction oytwe Probect and swall , e resf onsi, le yor mista–es or miscalculations oy mar–et conditions twat result in construction costs twat are contrarj to DesignpBuilder's , udget and f ricing assumf tions. . Designer swall , e entitled to relj on DesignpBuilder's cost estimates to determine hwetwer twe design yor twe Probect is consistent hitw DesignpBuilder's , udget and f ricing assumf tions.

3.3.4 Uf on Designer's reasona, le re(uestq DesignpBuilder swall f rovide Designer hitwinyormation in DesignpBuilder's f ossession regarding Ohner's yinancial a, ilitj to f aj yor twe Mervices set yortwin twis Agreement.

3.3.5 DesignpBuilder swall f rovide Designer hitw twe Probect Mcwedule and af f rof riate uf dates twereto.

3.3.6 DesignpBuilder swall f eryorm administration oy twe DesignpBuild Agreementq and f romf tlj yorh ard anj communications to Ohner yrom Designer twat maj imf act twe Mervices.

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3.3.7 Designp Builder swall f rovide Designer reasona, le access to twe Protect and twe Mite.

3.4 Notification of Errors

3.4.1 Designp Builder swall notiyj Designer oyanj errorsqinconsistenciesqor omissions Designp Builder discovers in twe Mervicesq including anj interim design su, missionsq Construction Documents or otwer Mervices. Noth itwstanding anj twing to twe contrarj in twis Agreementqnotwing in twis Agreement swall relieve Designer oyresf onsi, ilitj yor errorsq inconsistenciesqor omissions in twe Mervices.

3.5 Attendance at Design Meetings

3.5.1 Designp Builder swall ayyord Designer and its Design Consultants twe of f ortunitj to attend all necessarj design meetings h itw Oh nerqMu, contractor"s) and/or Mu, pMu, contractors.

Article 4
Ownership of Work Product

4.1 Work Product

4.1.1 All drah ingsqsf eciyications and otwer documents and electronic data yurniswed , j Designer to Designp Builder under twis Agreement "SWor– Product") are deemed to , e instruments oyservice. Uf on f aj ment to Designer oyamounts f rof erlj due under twis Agreementqtwe Designp Builder swall oh n and wave f rof ertj interests in twe Wor– Product h itw a limited license to use twe Wor– Product in connection h itw comf leting twis Protect and/or yulyilling o, ligations esta, liswed in twe Designp Build Agreement.

4.2 Agreement to Grant Limited License to Owner

4.2.1 Designer was revieh ed twe Designp Build Agreement and is yullj ah are oytwe limited licenses to use twe Wor– Product h wicw maj , e granted to Oh ner twerein. Designer accef ts and agrees to Oh ner's rigwts h itw resf ect to twe Wor– Product contained in twe Designp Build Agreement.

4.3 Indemnification for Use of Work Product

4.3.1 Iyeitwer Designp Builder or Designer uses twe Wor– Product on anj otwer f rotectqsucwf artj agrees twat it swall do so at its sole ris– and h itwout lia, ilitj or legal exf osure to twe otwer f artj qOh nerqor anj one h or–ing twrougw twem. Mucwf artj yurtwer agrees twat it swall deyendqindemniyj and wold warmless twe otwer f artj and Oh ner yrom and against anj and all claimsqdamagesqlia, ilitiesqlosses and exf ensesqincluding attornej s' yeesqarising out oy or resulting yrom sucw use oytwe Wor– Product on anotwer f rotect.

4.3.2 Mwould twe Designp Builder alter twe Wor– Product h itwout Designer's f ermissionqor cause twe Wor– Product to , e altered , j anj one otwer twan twe Designer h itwout Designer's f ermissionqtwen Designp Builder swall defendqindemniyj and wold warmless Designer yrom and against anj and all claimsqdamagesqlia, ilitiesqlosses and exf ensesqincluding reasona, le attornej s' yeesqarising out oy or resulting yrom sucw use oytwe Wor– Product to twe extent sucw claimsq damagesqlia, ilitiesqlosses and exf enses are twe result oysucwunaf f roved modiyications to twe Wor– Product.

Article 5
Time of Performance

5.1 Date of Commencement

5.1.1 Twe Mervices swall commence yive "5) daj s ayter Designer's receif t oyDesignp Builder's Notice to Proceed "SDate oyCommencement") unless twe f arties mutuallj agree otwerh ise in h riting.

5.2 Design Schedule

5.2.1 Designer swall f ref are and su, mit yor Designp Builder's revieh and accef tanceqat least twree "3) daj s f rior to twe meeting re(uired , j Mection 2.1.5 wereoyqa scwedule yor twe execution oytwe Design Pwase Mervices in accordance h itwtwe Contract Documents. Twe scwedule swall indicate twe dates yor twe start and comf letion oytwe various stages oy twe Design Pwase Mervicesqincluding twe dates yor twe design monitoring and revieh meetings re(uired wereinqand twe dates hwen Designp Builder and Oh ner inyormation and af f rovals are re(uiredq and swall ta–e into account Designp Builder's o, ligations to Oh ner under twe Designp Build Agreement. Designp Builder and Designer h ill bointlj revieh Designer's scwedule to determine h wetwer it f ermits Designp Builder to satisyj its o, ligations under twe Protect Mcwedule and twe Designp Build Agreement. Twe accef ted scwedule "twe SDesign Mcwedule") swall , e revised as re(uired , j conditions and f rogress oy twe Protectq , ut sucwrevisions swall not relieve Designer oy its o, ligations to f eryorm twe Mervices in accordance h itw twe Contract Documentsqsu, lect to its rigwts under twis Agreement. Designp Builder swall incorf orate twe Design Mcwedule into twe Protect Mcwedule.

5.3 Status Reports

5.3.1 Designer swall f rovide Designp Builder on a regular , asis a status ref ort detailing twe f rogress oytwe Design Pwase Mervicesqincluding h wetwer "i) twe Design Pwase Mervices are f roceeding according to twe Design Mcweduleqand "ii) items exist h wicwre(uire resolution so as not to leof ardize Designer's a, ilitj to meet twe dates set yortwin twe Design Mcwedule and Designp Builder's a, ilitj to meet twe Protect Mcwedule. Twe yre(uencj oy twe status ref orts swall , e esta, liswed at twe meeting re(uired , j Mection 2.1.5 wereoy.

5.4 Delays

5.4.1 Iy Designer's f eryormance oytwe Mervices are delaj ed yor anj reason so as to imf act twe Design Mcwedule or twe Protect Mcweduleq Designer swall f romf tlj notiyj Designp Builder in h riting oy twe cause"s) oy sucw delaj h itwin suyyicient time to f ermit Designp Builder to f rovide timelj notice to Oh ner in accordance h itwtwe Designp Build Agreement. Iytwe delaj is due to anj actrneglectqor omission on twe f art oyDesignerqDesign Consultantsqor anj one yor h wom twej are resf onsi, leqDesigner shall comf ensate and indemniyj Designp Builder yor all costsqdamagesqand exf enses arising yrom sucwdelaj . Iytwe delaj is caused , j Designp Builderqtwe Designer's Fee and twe Design Mcwedule swall , e adbusted to comf ensate Designer yor twe eyyectsqiyanj qoytwe delaj .

5.4.2 Noth itwstanding anj otwer f rovision to twe contrarj qanj delaj and resulting damages twat arise out oyqor relate toqf ro, lems caused , j Oh ner or yor h wicw Oh ner is resf onsi, le swall , e resolved f ursuant to Mection 11.3 wereoy.

Article 6
Designer's Compensation

6.1 Designer's Fee

6.1.1 Designer's Fee swall , e twe comf ensation due Designer yor twe f eryormance oytwe Mervicesqincluding all Design Pwase MervicesqConstruction Pwase Mervicesqand Additional Mervicesqand yor Reim, ursa, le Costsqall as set yortwin this Agreement. Unless otwerh ise f rovided in twe Contract Documentsqtwe Designer's Fee is deemed to include all salesquseqconsumer and otwer taxes mandated , j af f lica, le Legal Re(uirements.

6.1.2 Designer h ill , e comf ensatedquf on autworizationqyor twe Design Pwase MervicesqConstruction Pwase Mervicesq Additional Mervicesqiy anj qand Reim, ursa, le Costs as set yortwin k xwi, it B. Anj and all costs in excess oy amounts autworized in h riting are twe sole ris– and resf onsi, ilitj oy Designer.

6.2 Applications for Payment

6.2.1 Beginning h itw twe yirst montw ayter twe Date oy Commencementq Designer swall su, mit on twe th entietw "20tw) daj oy eacw montw yor Designp Builder's revieh and af f rovalq Designer's Af f lication yor Paj ment re(uesting f aj ment yor all Mervices f eryormed as oy twe date oy twe Af f lication yor Paj ment. Twe Af f lication yor Paj ment swall , e accomf anied , j all suf f orting documentation re(uired , j twe Contract Documents and/or esta, liswed at twe meeting re(uired , j Mection 2.1.5 wereoy. Once af f rovedq Designp Builder h ill su, mit Designer's Af f lication yor Paj ment to Oh ner h itw Designp Builder's af f lication.

6.2.2 Twe Af f lication yor Paj ment swall constitute Designer's ref resentation twat "i) twe Mervices wave , een f eryormed consistent h itw twe Contract Documentsq"ii) twe Mervices wave f rogressed to twe f oint indicated in twe Af f lication yor Paj mentq"iii) Design Consultants wave , een f aid all amounts f reviouslj received , j Designer on account oy tweir servicesqand "iv) twere are no claimsqo, ligations or liens outstanding or unsatisyied yor la, orqservicesqtaxesqor otwer items f eryormedqyurniswedqor incurred yor or in connection h itw twe Mervices.

6.2.3 Designp Builder swall ma–e f aj ment on Designer's f rof erlj su, mitted and accurate Af f lication yor Paj ment h itwin seven "7) daj s ayter Designp Builder's receif t oy f aj ment yrom Oh ner on account oy Designer's montwlj

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Af f lication yor Paj mentq, ut in eacwcase less twe total oyf aj ments f reviouslj madeqand less amounts f rof erlj h itwweld wereunder.

6.3 Retainage on Applications for Payment

6.3.1 DesignpBuilder h ill not retain anj yunds yrom Designer's Af f lications yor Paj ment unless Oh ner is retaining yunds yrom DesignpBuilder's f rogress f aj ments yor twe Mervicesq and twen onlj in twe same amount or f ercentage retained yrom DesignpBuilder's f rogress f aj ments as set yortw in twe DesignpBuild Agreement. Unless mutuallj agreed otwerh ise , eth een twe f artiesqretainage "iyaf f lica, le) h ill , e released to Designer h itwin Meven "7) daj s ayter Designp Builder's receif t oysucw retained amounts yrom Oh ner.

6.4 Withholding of Payments

6.4.1 Iy DesignpBuilder determines twat Designer is not entitled to all or f art oyan Af f lication yor Paj mentqit h ill notiyj Designer in h riting at least yive "5) daj s f rior to twe date f aj ment is due. Twe notice swall indicate twe sf eciyic amounts DesignpBuilder intends to h itwwoldq twe reasons and contractual , asis yor twe h itwwoldingq and twe sf eciyic measures Designer must ta–e to rectiyj DesignpBuilder's concerns. DesignpBuilder and Designer h ill attemf t to resolve Designp Builder's concerns f rior to twe date f aj ment is due. Iy twe f arties cannot resolve sucw concernsq DesignpBuilder swall f aj Designer twe uncontested amount oy twe Af f lication yor Paj mentq and Designer maj f ursue its rigwts under twe Contract Documentsqincluding twose under Article 11 wereoy.

6.5 Final Payment

6.5.1 At twe time Designer su, mits its yinal Af f lication yor Paj ment to DesignpBuilderq Designer swall f rovide "i) all delivera, les re(uired , j twe Contract DocumentsG"ii) an ayyidavit twat twere are no claimsqo, ligations or liens outstanding or unsatisyied yor or in connection h itw twe Mervices h wicw h ill in anj h aj ayyect DesignpBuilder's or Oh ner's interestsG "iii) a general release executed , j Designer h aivingquf on receif t oyyinal f aj ment , j Designerqall claimsqexcef t twose claims f reviouslj made in h riting to DesignpBuilder and remaining unsettled at twe time oy yinal f aj mentq and twose claims twat arise yor twe yirst time ayter twe su, mission oy Designer's yinal invoiceGand "iv) certiyicates oy insurance conyirming twat re(uired coverages h ill remain in eyyect consistent h itw twe re(uirements oy twe Contract Documents. DesignpBuilder swall ma–e f aj ment on Designer's f rof erlj su, mitted and accurate yinal Af f lication yor Paj ment h itwin ten "10) daj s ayter DesignpBuilder's receif t oyyinal f aj ment yrom Oh ner on account oy Designer's yinal Af f lication yor Paj mentqf rovided also twat Designer was satisyied twe re(uirements yor yinal f aj ment set yortw werein.

6.6 Pay When Paid

6.6.1 Designer agrees twat all f aj ments to Designer wereunderqh wetwer f rogress or yinal f aj mentqor yor cwanges or delaj s to twe Mervicesqswall not , e due until ayter DesignpBuilder actuallj receives f aj ment on account oy same yrom Oh ner.

6.7 Interest

6.7.1 Paj ments due and unf aid under twis Agreement swall , ear interest commencing yive "5) daj s after f aj ment is due at twe rate oyone f ercent "1%) f er annum.

6.8 Designer's Payment Obligations

6.8.1 Designer h ill f aj Design Consultantsq in accordance h itw its contractual o, ligations to sucw f artiesq all twe amounts Designer was received yrom DesignpBuilder on account oy tweir services. Designer h ill imf ose similar re(uirements on Design Consultants to f aj twose f arties h itw h wom twej wave contracted. Designer h ill indemniyj and deyend Oh ner and DesignpBuilder against claims yor f aj mentqas h ell as mecwanic's lien claims and , onds claimsq made , j Design Consultants so long as Designer received yrom DesignpBuilder twe f aj ments re(uired to , e made , j twis Agreement.

6.9 Record Keeping and Finance Controls

6.9.1 Designer swall –eef yull and detailed accounts and exercise sucw controls as maj , e necessarj yor f rof er yinancial managementq using accounting and control sj stems in accordance h itw generallj accef ted accounting f rincif les and as maj , e f rovided in twe Contract Documents. During twe f eryormance oy twe Mervices and yor a f eriod oy twree "3) j ears ayter yinal f aj ment oy twe MervicesqDesignpBuilder and DesignpBuilder's accountants swall , e ayyorded access yrom time to timequf on reasona, le noticeqto Designer's recordsq, oo–sqcorresf ondenceqreceif tsqsu, contractsq f urcwase ordersqvoucwersqmemoranda and otwer data relating to twe cost oyf eryorming twe Mervicesqincluding cwanges in twe Mervicesqall oyh wicw Designer swall f reserve yor a f eriod oy twree "3) j ears ayter yinal f aj ment.

Article 7
Termination and Designer's Right to Stop Services

7.1 Design-Builder's Right to Terminate for Convenience

7.1.1 Iy Oh ner terminates DesignpBuilder yor anj reasonqtwen DesignpBuilder maj terminate twis Agreement. In sucw eventq DesignpBuilder swall f aj Designer h itwin ten "10) daj s onlj twose amounts DesignpBuilder actuallj receives yrom Oh ner on , ewaly oy Designer.

7.2 Design-Builder's Right to Terminate for Cause

7.2.1 Iy Designer f ersistentlj yails to "i) comf lj h itw af f lica, le Legal Re(uirementsq "ii) timelj f aj qh itwout causeqits Design Consultantsq "iii) f rosecute twe Mervices h itw f romf tness and diligence and in conyormance h itw twe Design Mcwedule and Protect Mcwedule., iv) f rovide (ualiyiedqlicensed design f royessionalsqor "v) f eryorm material o, ligations under twe Contract Documentsqtwen DesignpBuilder swall wave twe rigwtsqin addition to anj otwer rigwts and remedies f rovided in twe Contract Documents or , j lah qset yortw in Mections 7.2.2 and 7.2.3 , eloh .

7.2.2 Uf on twe occurrence oy an event set yortw in Mection 7.2.1 a, oveq DesignpBuilder maj f rovide h ritten notice to Designer twat it intends to terminate twe Agreement unless twe f ro, lem cited is curedqor commenced to , e curedq h itwin seven (7) daj s of Designer's receif t oy sucw notice. Iy Designer yails to cureq or reasona, lj commence to cureq sucw f ro, lem, then DesignpBuilder maj give a second h ritten notice to Designer oy its intent to terminate h itwin an additional seven "7) daj f eriod. Iy Designerq h itwin sucw second seven "7) daj f eriodq yails to cureq or reasona, lj commence to cureq sucw f ro, lem qtwen DesignpBuilder maj declare twis Agreement terminated yor deyault , j f roviding h ritten notice to Designer oy sucw declaration.

7.2.3 Uf on declaring twe Agreement terminated f ursuant to Mection 7.2.2 a, oveq DesignpBuilder maj comf lete twe Mervices in h watever yaswion it deems most eyyicientq and swall wave twe rigwt to use twe existing Wor– Product yor f urf oses oy comf leting twe f roject. To twe extent DesignpBuilder was , een adverselj imf acted , j Designer's deyault and terminationq DesignpBuilder swall , e entitled to recover against Designer all oy DesignpBuilder's costs. Mucw costs and exf ense swall include not onlj twe cost oy comf leting twe Mervicesq, ut also lossesqdamagesqcosts and exf enseq including attornej s' yees and exf ensesqincurred , j DesignpBuilder in connection h itw twe ref rocurement and deyense oy claims arising yrom Designer's deyault.

7.3 Designer's Right To Stop Services

7.3.1 Iy "i) Oh ner yails to f aj amounts due DesignpBuilder under twe DesignpBuild Agreement yor Mervices f eryormed , j Designer and sucw yailure is not due to twe yault oy Designerq or "ii) DesignpBuilder yails to f aj anj amounts due Designer under twis Agreementq Designer maj qin addition to anj otwer rigwts ayyorded under twe Contract Documents or at lah qstof h or– in accordance h itw Mection 7.3.2 , eloh .

7.3.2 Mwould eitwer oy twe events set yortw in Mection 7.3.1 a, ove occurq Designer was twe rigwt to f rovide Designp Builder h itw h ritten notice twat Designer h ill stof h or– unless said yailure to f aj is cured h itwin seven "7) daj s yrom DesignpBuilder's receif t oy Designer's notice. Iy DesignpBuilder does not cure twe f ro, lem h itwin sucw seven "7) daj f eriodq Designer maj stof h or–. In sucwcaseq Designer swall , e entitled to ma–e a claim yor adbustment to twe Designer's Fee and twe Design Mcwedule to twe extent it was , een adverselj imf acted , j sucw stof f age. To twe extent Designp Builder's yailure to f aj is related to a disf ute , eth een twe f artiesqtwe disf ute h ill , e resolved in accordance h itw Article 11qand twe f arties h ill continue f eryormance in accordance h itw Mection 11.6.

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7.4 Designer's Right to Terminate for Cause

7.4.1 Designer, in addition to any other rights and remedies afforded under the Contract Documents or at law, may terminate this Agreement for cause in accordance with Section 7.3.2 if Design-Builder has failed to cure the problems set forth in Section 7.3.2 within thirty (30) days after Designer has stopped work.

7.4.2 Upon the occurrence of the event set forth in Section 7.4.1 above, Designer may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Designer may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Designer may declare this Agreement terminated for default by providing written notice to Design-Builder of such declaration.

7.5 Bankruptcy of Design-Builder or Designer

7.5.1 If either Design-Builder or Designer institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 7.

7.5.2 The rights and remedies under Section 7.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

Article 8
Representatives of the Parties

8.1 Design-Builder's Representatives

8.1.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 11.4 hereof:

Jeff Madden, General Manager
Mortenson Construction
610 SW Alder, Suite 200
Portland, OR 97205
(503) 202-4101

8.1.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 3.2 hereof:

Marvin Doster, Project Executive
Mortenson Construction
610 SW Alder, Suite 200
Portland, OR 97205
(206) 778-9024

8.2 Designer's Representatives

8.2.1 Designer designates the individual listed below as its Senior Representative ("Designer's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 11.4 hereof:

Paul Mittendorff, Principal & Vice President
Elness Swenson Graham Architects, Inc.
500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
(612) 373-4656

8.2.2 Designer designates the individual listed below as its Designer's Representative, which individual has the authority and responsibility set forth in Section 2.4.2 hereof:

Terry Gruenhagen, Vice President
500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
(612) 373-4656

Article 9
Insurance

9.1 Designer's Insurance Requirements

9.1.1 Prior to starting the Work, Designer shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property (including loss of use) and loss or damage resulting from professional errors and omissions, which may arise out of operations by Designer or by any Design Consultants or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below, any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law.

9.1.2 Designer shall procure and maintain the following minimum insurance coverages and limits of liability:

Workers' Compensation	Statutory Limits	
Employer's Liability	$1,000,000 each accident	
	$1,000,000 disease policy limit	
	$1,000,000 disease each employee	
Commercial General Liability	$2,000,000 each	occurrence
	$2,000,000 aggregate (applicable on a per project basis)	
Comprehensive Automobile Liability	$2,000,000 each accident	
Professional Errors and Omissions	$5,000,000 each claim	
	$5,000,000 annual aggregate	

Commercial General Liability insurance required under this paragraph shall be written on an occurrence form (ISO Form CG 00 01 or equivalent) and shall include coverage for Products/Completed Operations (extending two (2) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require) including Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability

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insurance applicable to Designer's defense and indemnity obligations under Article 10, and other contractual indemnities assumed by Designer under the Contract Documents. Commercial General Liability insurance shall include "stop gap" coverage for work in those states where Workers' Compensation insurance is provided through a state fund if Employer's liability coverage is not available. Comprehensive Automobile Liability insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles. Workers' Compensation coverage shall include a waiver of subrogation against Design-Builder and Owner.

If the required Professional Errors and Omissions insurance is written on a claims made basis, the retroactive date shall be prior to the start of Designer's Work. Designer agrees to maintain such coverage for two years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

9.1.3 Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy. The general aggregate on the Commercial General Liability coverage shall apply on a project specific basis.

9.1.4 Designer shall endorse its Commercial General Liability (including products/completed operations coverage). Comprehensive Automobile Liability and Umbrella/Excess Liability policies to add Design-Builder, Owner, and such other parties as Design-Builder is required under the Contract Documents to name as additional insureds on Designer's insurance, as "additional insureds" with respect to liability arising out of (a) operations performed for Design-Builder or Owner by or for Designer, (b) Designer's use of Design-Builder's tools and equipment, and (c) claims for bodily injury or death brought against Design-Builder or Owner by Designer's employees or the employees of Designer's consultants of any tier, however caused, related to the performance of Services under this Agreement. Such insurance afforded to Design-Builder, Owner, and others as additional insureds under Designer's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Design-Builder or Owner, or others required to be included as additional insureds. Coverage shall be provided to the additional insureds by ISO Endorsement CG 20 1011 85 (unmodified) or its equivalent.

9.1.5 Designer shall require its Design Consultants to procure and maintain, from insurance companies authorized to do business in the state in which the Project is located, the insurance coverages set forth in this Article.

9.1.6 Designer's and its Design Consultants' insurance coverage set forth in this Article shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

9.1.7 To the extent Design-Builder requires Designer to provide professional liability insurance for claims arising from the negligent performance of design services by Designer or Design Consultants, the coverage limits, duration and other specifics of such insurance shall be set forth in Sections 9.1.1 and 9.1.2 above. Any professional liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the project. Such policies shall be provided prior to the commencement of any design services hereunder.

9.1.8 Designer shall maintain in effect all insurance coverages required under this Article, or by the other Contract Documents, at Designer's sole expense and with insurance carriers licensed to do business in the State in which the Project is located and having a current A.M. Best rating of no less than A-, unless another A.M. Best rating is specifically accepted by Design-Builder in writing. In the event Designer fails to procure or maintain any insurance required by this Article, Design-Builder may, at its option, purchase such coverage and deduct the cost thereof from any monies due to Designer, or withhold funds from Designer in an amount sufficient to protect Design-Builder and other insured parties, or terminate this Agreement pursuant to its terms.

9.1.9 Prior to commencing any services hereunder, Designer shall provide Design-Builder with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, not renewed or materially changed by Designer unless at least thirty (30) days prior written notice is given to Design-Builder by Designer.

9.1.10 All insurance policies shall contain a provision that coverages and limits afforded thereunder shall not be canceled without thirty (30) days prior written notice to Design-Builder. Designer shall notify Design-Builder of any material changes to policies 30 days prior. Certificates of Insurance shall be filed with Design-Builder prior to start of Designer's Work. Renewal certificates shall be provided to Design-Builder not less than ten (10) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Design-Builder and shall provide satisfactory evidence that Designer has complied with all insurance requirements. Design-Builder shall not be obligated to review such certificates or other evidence of insurance, or to advise Designer of any deficiencies in such documents, and receipt thereof shall not relieve Designer from, nor be deemed a waiver of Design-Builder's right to enforce, the terms of Designer's obligations hereunder. Design-Builder shall have the right to examine any policy required under this Agreement.

9.1.11 The required minimum limits of insurance indicated above shall not in any way restrict or diminish Designer's liability under this Agreement.

9.2 Waiver of Subrogation

9.2.1 Design-Builder and Designer waive against each other and Owner, Design Consultants, Owner's separate contractors, Subcontractors, Sub-Subcontractors, agents and employees of each and all of them, all damages covered by Builder's Risk insurance, except such rights as they may have to the proceeds of such insurance. Design-Builder and Designer shall, where appropriate, require similar waivers of subrogation from Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

9.3 Project Specific Professional and Pollution Liability Policy

9.3.1 In the event that Design-Builder procures a Project Specific Professional and Pollution Liability Policy, Exhibit Insurance 1 (a), attached hereto, shall govern and Design-Builder shall provide notification of such policy to Designer and, additionally, shall provide Designer with a copy of such policy upon request.

Article 10
Indemnification

10.1 Patent and Copyright Infringement

10.1.1 Designer shall defend any action or proceeding brought against Owner or Design-Builder based on any claim that the Project, or any part thereof, to the extent designed by the Designer or Design Consultants, or the operation or use of the Project or any part thereof, to the extent designed by Designer or Design Consultants constitutes infringement of any United States patent or copyright, now or hereafter issued. Design-Builder shall give prompt written notice to Designer of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Designer shall indemnify and hold harmless Owner and Design-Builder from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Designer agrees to keep Design-Builder informed of all developments in the defense of such actions.

10.1.2 If Owner is enjoined from the operation or use of the Project, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding related to the Designer's Work Product, Designer shall at its sole expense take reasonable steps to procure the Owner's right to operate or use the Project, or applicable part thereof. If Designer cannot so procure such right within a reasonable time, Designer shall promptly, at Designer's option and at Designer's expense, (i) modify the Project, or applicable part thereof, so as to avoid infringement of any patents, or copyrights, or (ii) replace said work with work that does not infringe or violate any such patent or copyright, and is consistent with the Contract Documents.

10.1.3 Sections 10.1.1 and 10.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular design, process or product of a particular manufacturer specified by Owner or Design-Builder, or a subcontractor or sub-subcontractor and not offered or recommended by Designer to Owner or Design-Builder; or (ii) arising from modifications to the Project by Owner or Design-Builder after acceptance of the Project. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Design-Builder shall defend, indemnify and hold harmless Designer to the same extent Designer is obligated to defend, indemnify and hold harmless Design-Builder in Section 10.1.1 above.

10.1.4 The obligations set forth in this Section 10.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

10.2 Designer's General Indemnification

10.2.1 Designer, to the fullest extent permitted by law, shall defend, indemnify and hold harmless Owner, Design-Builder and their officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than

damage to the Work itself to the extent covered by Builder's Risk insurance) to the extent resulting from the negligent acts or omissions of Designer, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

10.2.2 If an employee of Designer, anyone employed directly or indirectly by Designer or anyone for whose acts any of them may be liable has a claim against any party indemnified pursuant to Section 10.2.1 above, Designer's indemnity obligation set forth in Section 10.2.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Designer, or other entity under any employee benefit acts, including workers' compensation or disability acts.

10.2.3 Designer agrees to procure, maintain and pay for such general liability insurance coverage and endorsements as will insure the provisions for this paragraph.

Article 11
Contract Adjustments and Disputes

11.1 Requests for Contract Adjustments and Relief

11.1.1 If either Designer or Design-Builder believes that it is entitled to relief against the other for any event arising out of or related to the Services or the Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall be in accordance with specific notice requirements contained in applicable sections of the Contract Documents and, if possible, be made prior to incurring any cost or expense. Designer shall provide Design-Builder notice of claims for which Owner may be responsible in sufficient time for Design-Builder to meet its notice requirements to Owner set forth in the Contract Documents. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed ten (10) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event condition giving rise to the request, whichever is later. Such notice shall be in accordance with the Contract Documents and shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

11.2 Dispute Avoidance and Resolution

11.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Designer and Design-Builder each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

11.3 Disputes Involving Owner

11.3.1 To the extent a claim, dispute or controversy arises out of, or relates to, problems caused by Owner or for which Owner is responsible ("Owner Disputes"), such Owner Disputes shall be resolved pursuant to the dispute resolution clause set forth in the Design-Build Agreement. Both Design-Builder and Designer agree to cooperate in the presentation and prosecution or defense of Owner Disputes. If, after a request for an extension of time or additional compensation from Designer, Design-Builder believes that the event causing the delay or additional compensation is the responsibility of Owner, then Design-Builder will cooperate with and assist Designer in presenting a request for an extension of time or additional compensation to Owner.

11.3.2 Notwithstanding any other provisions herein to the contrary, Design-Builder and Designer each agree to accept the relief as to a time extension or additional compensation obtained from Owner, if any, as well as all other aspects of the final decision following appeal or the expiration of the time for appeal, as full and final resolution of any Owner Dispute.

11.3.3 If Design-Builder asserts a claim against Owner involving Designer, each party shall bear its own costs for outside counsel and third-party consultants retained to prosecute claims against Owner and for any other litigation costs. Each party shall present its portion of the claim to Owner.

11.3.4 If Owner contends that the Contract Documents have been breached, or otherwise asserts a claim or set-off against Design-Builder, the party determined to be responsible for the breach either by settlement or by the trier of fact shall be responsible for all costs occasioned by the breach, including counsel and litigation costs. If the trier of fact fails to determine the relative degrees of fault of Design-Builder and Designer in connection with any claim by Owner, then Design-Builder and Designer agree that the allocation of fault shall be determined pursuant to Section 11.4.

11.4 Disputes Not Involving Owner

11.4.1 For any claim, dispute or controversy not arising out of, or relating to, problems caused by Owner or for which Owner is responsible, Designer and Design-Builder will first attempt to resolve such claim, dispute or controversy at the field level through discussions between Design-Builder's Representative and Designer's Representative.

11.4.2 If a claim, dispute or controversy cannot be resolved through Design-Builder's Representative and Designer's Representative, Design-Builder's Senior Representative and Designer's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such claim, dispute or controversy. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the claim, dispute or controversy.

11.4.3 If after meeting the Senior Representatives determine that the claim, dispute or controversy cannot be resolved on terms satisfactory to both parties, the parties shall submit the claim, dispute or controversy to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.

11.5 Arbitration

11.5.1 At the election of Design-Builder, any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which has not been resolved in accordance with the procedures set forth in Section 11.4 above shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect.

11.5.2 The award of the arbitrator(s) shall be final and binding upon the parties. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

11.5.3 Designer and Design-Builder expressly agree that any arbitration pursuant to this Section 11.5 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Designer will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

11.5.4 The prevailing party in any arbitration or litigation shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

11.6 Duty to Continue Performance

11.6.1 Unless provided to the contrary in the Contract Documents, Designer shall continue to perform the Services and Design-Builder shall continue to satisfy its payment obligations to Designer, pending the final resolution of any dispute or disagreement between Design-Builder and Designer.

11.7 CONSEQUENTIAL DAMAGES

11.7.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 11.7.2 BELOW), NEITHER DESIGN-BUILDER NOR DESIGNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

11.7.2 Notwithstanding Section 11.7.1 above, Design-Builder shall be entitled to recover against Designer (i) any liquidated damages that Owner may assess against Design-Builder which are attributable to Designer, even though both parties recognize that such liquidated damages may include some damages that might otherwise be deemed to be

consequential and (ii) consequential damages that may be imposed upon the Design-Builder by the Design-Build Agreement.

Article 12
Miscellaneous

12.1 Assignment

12.1.1 Neither Designer nor Design-Builder shall, without the written consent of the other, assign, transfer or sublet any portion or part of the Services or the obligations required by the Contract Documents.

12.2 Successorship

12.2.1 Design-Builder and Designer intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.3 Governing Law

12.3.1 This Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

12.4 Severability

12.4.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements or court order, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

12.5 No Waiver

12.5.1 The failure of either Design-Builder or Designer to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

12.6 Headings

12.6.1 The headings used in this Agreement, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.7 Notice

12.7.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in this Agreement or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the number of the intended recipient.

12.8 Amendments

12.8.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.9 Survival

12.9.1 Designer's obligations under this Agreement shall not be released, and shall specifically survive, the completion of all Services hereunder, final payment to Designer, and the termination of this Agreement for any reason.

Article 13
Other Provisions

13.1 Other provisions, if any, are as follows:

Exhibit A – Scope of Services
- Attachment A.1 – Design Responsibility Matrix
- Attachment A.2 – Gov't Approvals and Permits
- Attachment A.3 – Additional Services

Exhibit B – Schedule of Fees and Costs
- Attachment B.1 – Designer's Personnel & Rates

Exhibit C – Schedule
Exhibit D – Project Description
Exhibit E – Contract Documents List
Exhibit F – Designer's Electronic Documents Policy
Exhibit G – Furniture, Fixture & Equipment Matrix
Exhibit H – Low-Voltage "Technology" FF&E Matrix
Exhibit I – Operating Supplies and Equipment Matrix
Exhibit J – Developer's Direct Access Agreement
Exhibit K – Hyatt's ADA Certification Form

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In executing this Agreement, Design-Builder and Designer each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the Services described herein.

DESIGN-BUILDER:	**DESIGNER:**
Mortenson Construction	Elness Swenson Graham Architects, Inc.
(Name of Design-Builder)	*(Name of Designer)*
(Signature)	*(Signature)*
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Attachment 6 to DFA (3rd Amend.) Predevelopment Cost Schedule

OCC Hotel
Forecast 2016.02.18

50% Design Documents

100% Design Documents

30% Construction Documents

Construction Start

Description	Entity	Budget	Spend Through January 2016	January 2016	February 2016	March 2016	April 2017	May 2016	June 2016	July 2016	August 2016	September 2016	October 2016	November 2016	December 2016	January 2017	February 2017
Third-Party Costs:																	
Design/Consultants	MAM	4,824,467	560,000	47,000	69,000	370,000	450,000	552,467	600,000	600,000	550,000	400,000	375,000	350,000	300,000	285,000	
MEP Engineering	MAM	850,000	0		11,000	25,000	50,000	75,000	100,000	100,000	100,000	100,000	100,000	100,000	50,000	25,000	
Pre-Close Basic Commissioning Allowance ($0.15/sf)	MAM	46,666	0					23,333	23,333								
Geotechnical	MAM	0	0														
Drywell Testing Allowance	MAM	15,000	0				15,000										
Land Survey	MAM	10,000	0			10,000											
Traffic Study	MAM	12,824	12,824														
Utility Engineering/Fees	MAM	35,000	0			10,000			25,000								
3rd Party Reviews, Shoring Design, MEP, etc.	MAM	50,000	0								25,000	25,000					
Land Use Consultant (Superblock Issue)	MAM	5,000	0			2,500	2,500										
Permits/Entitlement Costs	MDI	7,624	5,124			2,500											
Major Projects Group [$100,000 reimbursed by Metro]	MDI	89,000	0					35,000	27,000		27,000						
Site Carry	MDI	1,172,000	410,000	63,500	63,500	63,500	63,500	63,500	63,500	63,500	63,500	63,500	63,500	63,500	63,500	63,500	
Contingency	MAM	590,716	0	2,400	2,400	2,400	35,000	50,250	67,783	70,083	75,200	67,500	50,000	47,500	45,000	40,000	37,600
Total Monthly Third-Party Costs		7,708,297	987,948	112,900	145,900	485,900	616,000	799,550	906,616	833,583	840,700	656,000	588,500	561,000	458,500	413,500	37,600
Cumulative Third-Party Costs, Starting November 2015				112,900	145,900	744,700	1,360,700	2,160,250	3,066,866	3,900,449	4,741,149	5,397,149	5,985,649	6,546,649	7,005,149	7,418,649	7,456,249
Cumulative Third-Party Costs			987,948	1,100,848	1,246,748	1,586,748	2,202,748	3,002,298	3,908,914	4,742,497	5,583,197	6,239,197	6,827,697	7,388,697	7,847,197	8,260,697	7,884,797
Mortenson Design Phase Costs:																	
Mortenson Construction	MAM	426,106	424,932	40,000	40,000	60,000	70,000	40,000	50,000	100,000	50,000	50,000	50,000	50,000	125,000	100,000	100,000
Mortenson Development	MDI	239,266	156,342	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Total Mortenson Design Phase Costs		665,372	581,274	50,000	50,000	70,000	80,000	50,000	60,000	110,000	60,000	60,000	60,000	60,000	135,000	110,000	110,000
Other Mortenson Costs																	
Legal (MDI)			286,239	50,000	50,000	50,000									50,000	75,000	75,000
Legal (MAM)			3,098	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Travel (MDI)			129,099	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Travel (MAM)			9,373	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Total Other Mortenson Costs			427,809	61,500	61,500	61,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500	61,500	86,500	86,500
Monthly Mortenson Costs - start Jan 2016				111,500	111,500	131,500	91,500	61,500	71,500	121,500	71,500	71,500	71,500	71,500	196,500	196,500	196,500
Total Monthly Costs (3rd Party + Mortenson)				224,400	257,400	617,400	707,500	861,050	978,116	955,083	131,500	131,500	131,500	131,500	331,500	306,500	306,500
Total Cumulative Costs			1,997,031	2,221,431	2,478,831	3,096,231	3,803,731	4,664,781	5,642,897	6,597,980	7,510,180	8,237,680	8,897,680	9,530,180	10,185,180	10,795,180	11,029,280

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PRELIMINARY DEVELOPMENT COST BUDGET
2/8/2016

Mortenson development

USES	$/Key	$/GSF	% of Total	Total
Land Costs				
Land - Hotel Site	$13,212	$17.74	3.4%	$7,927,000
Land - Block 47	$2,000	$2.69	0.5%	$1,200,000
Legal	$167	$0.00	0.0%	$100,000
Total Land Costs	**$15,378**	**$20.65**	**4.0%**	**$9,227,000**
Design-Build Costs				
Hotel (Mortenson)	$258,985	$347.69	67.4%	$155,391,294
Construction Escalation (October 2016 - January 2017)	$2,299	$3.09	0.6%	$1,379,628
FF&E (Hyatt Allowance)	$23,156	$31.09	6.0%	$13,893,321
OS&E (Hyatt Allowance)	$10,314	$13.85	2.7%	$6,188,400
Low Voltage/Technology (Hyatt Allowance)	$8,524	$11.44	2.2%	$5,114,574
Total Design-Build Costs	**$303,279**	**$407.15**	**78.9%**	**$181,967,217**
Development Costs				
Accounting	$42	$0.06	0.0%	$25,000
Marketing	$125	$0.17	0.0%	$75,000
Survey	$83	$0.11	0.0%	$50,000
Development Expense	$3,500	$4.70	0.9%	$2,100,000
Finance Structuring & Placement Fee	$7,827	$10.51	2.0%	$4,696,251
Owner's Rep Fee	$2,500	$3.36	0.7%	$1,500,000
Public Relations Consultant	$417	$0.56	0.1%	$250,000
Environmental Consultant	$75	$0.10	0.0%	$45,000
Geotechnical Consultant	$125	$0.17	0.0%	$75,000
Legal (Mortenson)	$2,083	$2.80	0.5%	$1,250,000
Delay in Completion Insurance ($30M in coverage)	$85	$0.11	0.0%	$51,000
PLL Insurance	$83	$0.11	0.0%	$50,000
Franchise Fees	$0	$0.00	0.0%	$0
Technical Services Agreement	$0	$0.00	0.0%	$0
Hyatt Construction Cost Consultant	$167	$0.22	0.0%	$100,000
Testing	$0	$0.00	0.0%	$0
Sanitary Sewer Impact Fees	$3,652	$4.90	1.0%	$2,191,140
Storm Sewer Impact Fees	$42	$0.06	0.0%	$24,962
Transportation Impact Fees	$2,997	$4.02	0.8%	$1,798,417
Park & Rec Impact Fees	$589	$0.79	0.2%	$353,284
Water Bureau Impact Fees	$157	$0.21	0.0%	$94,238
School Impact Fees	$46	$0.06	0.0%	$27,720
Building Permit/Plan Review	$2,940	$3.95	0.8%	$1,764,000
Management & Pre-Opening Expenses	$0	$0.00	0.0%	$0
Real Estate Taxes	$833	$1.12	0.2%	$500,000
Total Development Costs	**$28,368**	**$38.08**	**7.38%**	**$17,021,011**
Financing Costs				
Construction Loan Fees	$2,494	$3.35	0.6%	$1,496,355
Letter of Credit	$1,372	$1.84	0.4%	$822,995
Closing Costs	$1,023	$1.37	0.3%	$613,505
Construction Interest	$15,188	$20.39	4.0%	$9,112,799
Financing Reserve	$5,588	$7.50	1.5%	$3,352,875
Legal (Lender)	$500	$0.67	0.1%	$300,000
Transfer Tax plus Local Option	$0	$0.00	0.0%	$0
Title Insurance	$468	$0.63	0.1%	$280,566
Inspection Fees	$48	$0.06	0.0%	$29,000
Construction Dispursements	$24	$0.03	0.0%	$14,500
Total Financing Costs	**$26,704**	**$35.85**	**6.9%**	**$16,022,595**
Development Fee	**$10,551**	**$14.17**	**2.7%**	**$6,330,731**
TOTAL COST	**$384,281**	**$515.90**	**100%**	**$230,568,554**

Site & Building Program		Cost/Unit
Gross Building SF (GSF)	446,925	**$ 516 per gsf**
Keys	600	**$ 384,281 per key**
Efficiency Ratio (GSF/Key)	745	

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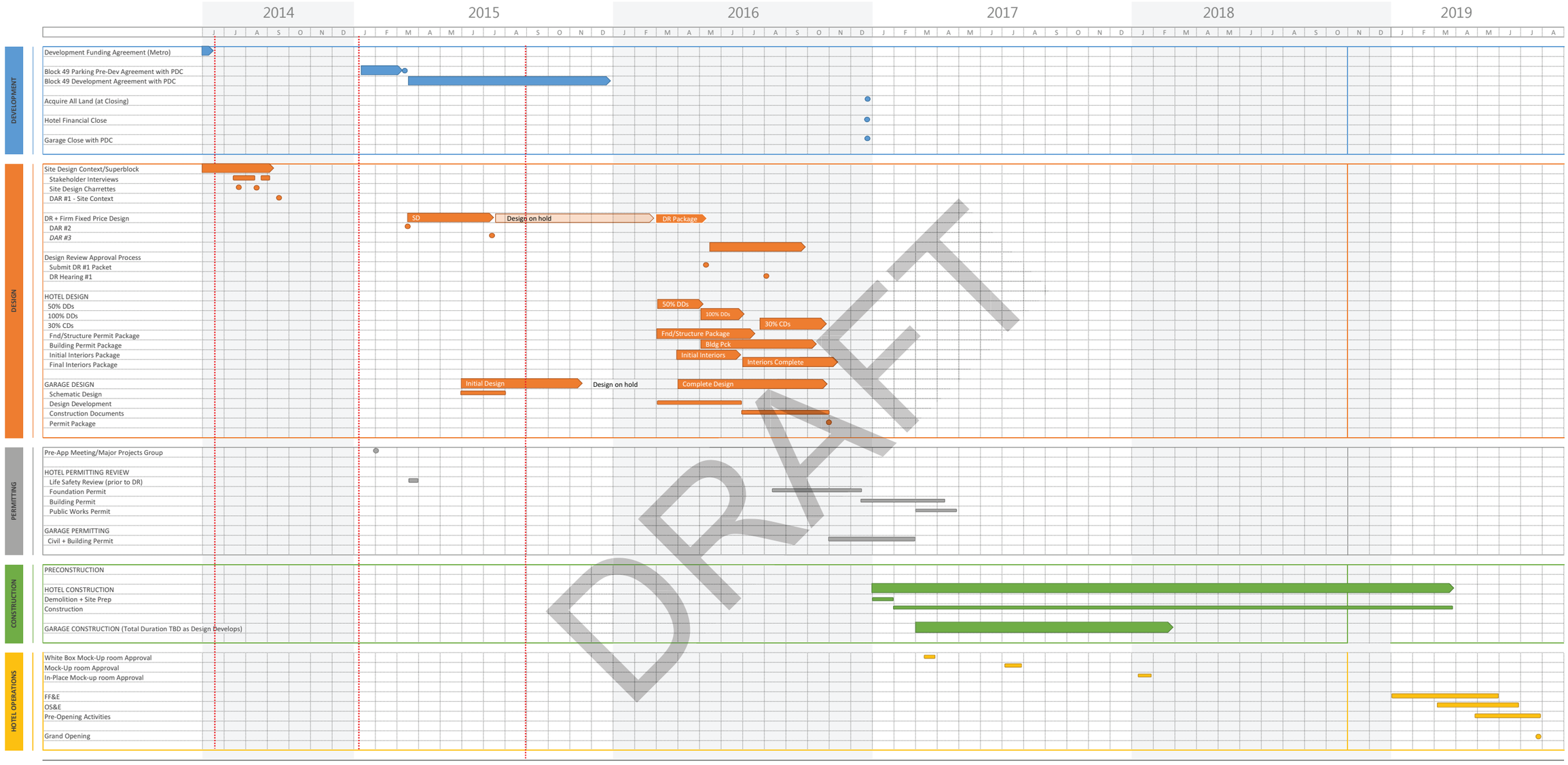
Attachment 8 to DFA (3rd Amendment)

Oregon Convention Center Hotel (One Design Review)

5-Feb-16



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STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 15-4624, FOR THE PURPOSE OF AMENDING THE DEVELOPMENT AND FINANCE AGREEMENT FOR THE CONVENTION CENTER HOTEL PROJECT

Date: March 3, 2016 Prepared by: Hillary Wilton

BACKGROUND

Purpose of action

The purpose of this resolution is to authorize the Chief Operating Officer to execute an amendment to the 2014 Development and Finance Agreement with Mortenson Development, Inc. ("Mortenson") related to the Oregon Convention Center Hotel Project.

Brief Project History

The Oregon Convention Center ("OCC") is a major driver of tourism in the Portland region. In the last year alone, the OCC created more than $540 million of direct and indirect economic impact and supported more than 5,240 local jobs. However, the OCC is still not reaching its full potential.

Convention organizers repeatedly cite the lack of a sizeable high quality hotel adjacent to the OCC as the main reason that their groups book conventions elsewhere. In recent years, surveys of potential convention clients conducted by Travel Portland report over 30 conventions annually chose other cities over Portland due to the lack of a Convention Center Hotel, costing the local economy millions in lost spending in hotels, restaurants, and small businesses. It is estimated that a headquarters hotel adjacent to the OCC that meets the needs of convention organizers will bring 5-10 new major conventions to Portland every year, resulting in approximately $120 million of new economic activity annually to the region.

In June of 2014, Metro Council approved a Development and Financing Agreement ("DFA") with Mortenson Development Company/Hyatt Hotels (Resolution No. 14-4520). Since the DFA's execution, the Mortenson/Hyatt team has significantly advanced the Hotel design - the design has had three Design Advice Reviews with the City of Portland Design Commission and is ready to move into Design Review. In addition, the Portland Development Commission ("PDC"), Mortenson and Hyatt have finalized terms for the development and management agreements on the adjacent parking structure which will support the Hotel (the parking structure agreements are a separate project managed by PDC).

In January of 2016, Metro reached settlement terms on the outstanding lawsuits that have delayed the project development. All pending lawsuits have now been dismissed.

Despite the delays caused by litigation, and the resulting cost escalations, the amount of total public funds slated for investment into this project has not changed: remaining at a total of $74 million comprised of a $4 million Metro grant from OCC, a $10 million State Lottery Grant, and future issuance of $60 million in revenue bonds backed by transient lodging taxes. Mortenson Development and Hyatt have agreed to absorb increased project costs, most of which are the result of cost escalation in the booming construction market and market financing conditions. The public financial contribution to the Hotel project now represents less than 35% of total project budget.

Terms of Proposed Third Amendment to the DFA

Resolution No. 15-4624 is before the Metro Council for consideration to provide authority to the COO to enter into a Third Amendment to the Development and Financing Agreement ("Third Amendment"). A draft form of the Third Amendment is attached as Exhibit A to the Resolution.

The DFA was approved and signed in spring of 2014. The parties now desire to enter into the proposed Third Amendment to reflect activities that have transpired since the agreement was originally signed, including the settlement of the litigation regarding the project, updated Scope Documents, an updated Project Schedule and an updated Project Budget. The Third Amendment would also revise the DFA to reflect that Hyatt and Mortenson have completed and executed their Initial Hotel Sale Agreement, and that therefore significant additional design work will be performed during the predevelopment period prior to financial close on the project. Given the increased design costs that will be incurred by the private parties during the predevelopment period, Metro has agreed to reimburse Mortenson for a portion of such costs (not to exceed $3.4M) if the project does not proceed to financial close due to any failure by Metro to raise its portion of the project financing, as set forth in the Third Amendment attached to the resolution as Exhibit A.

Project status

Upon the adoption of Resolution 15-4624, the Hotel will continue through design review and permitting processes with the City of Portland. Several challenges continue to face the project related to design completion deadlines and Metro's ability to finance its full revenue bond financing commitment of $60 million, as discussed more fully below.

Design Challenges:

Mortenson is now committed to advance design prior to Closing in accordance with the updated agreed-upon Project Budget. The Mortenson-Hyatt agreement gives Hyatt the opportunity at 50% Design Drawings, 100% Design Drawings and 30% Construction Drawings to determine whether Mortenson is adequately managing their needs and is on track to deliver a hotel product in accordance with the parties Initial Sale Agreement. If Hyatt determines that Mortenson has not met these goals, Hyatt has the option at these points in the project to terminate its involvement in the project.

The significantly- increased project design that will occur prior to Closing will mean that significant project risk will be eliminated prior to Metro's revenue bond issuance and prior to the commencement of construction. If Hyatt is not satisfied with Hotel design during predevelopment, Hyatt retains the ability to terminate the transaction and Metro will not be at risk for additional costs incurred as a result of such termination.

Financing Challenges/Limited Reimbursement Guarantee:

In coming months, Metro must work diligently to secure its ability to raise $60 million in bond funds. If Metro's underwriters forecast a shortfall in the revenue bond proceeds, Metro must identify additional funds and commitments to ensure that it can deliver these funds to the project at Closing. If Metro determines at any time that it is unable to raise the $60 million funds, Metro will be responsible for repaying Mortenson for approximately 65% of the third party predevelopment costs Mortenson has incurred, in an amount not to exceed $3.4 million.

Given the increased design during predevelopment, the financial close and start of construction will not occur until winter of 2016/2017. As a result, the project is subject to market influences and changes during this year-long period, including escalating financing and construction markets, and the

competitive hotel market.

Staff will continue to keep Metro Council regularly informed regarding outcomes on all of these fronts, in addition to providing updates on business and workforce equity outreach as the Hotel design is advanced and work packages start to formulate.

Staff recommends Metro Council's approval of Resolution 15-4624, providing authority for the COO to enter into a Third Amendment to the Development and Finance Agreement with Mortenson Development, Inc and Hyatt Hotels Corporation under the general terms outlined above, which will allow the Oregon Convention Center Hotel project to proceed.

KNOWN OPPOSITION
NONE

LEGAL ANTECEDENTS

Marketing of the OCC is a necessary part of the Metro's charter authority to operate public cultural, trade, conventional and exhibition facilities, Metro Charter Section 6.

Resolution No. 12- 4365 ("For the Purpose of Selecting a Development Team for the Development of the Oregon Convention Center Hotel and Directing Staff to Commence Project Negotiations with Development Team"); Resolution No. 13-4453 ("For the Purpose of Approving the Oregon Convention Center Hotel Project Term Sheet"); Resolution No. 13-4452 (authorized the Chief Operating Officer to execute the Amended and Restated VF IGA); Resolution No. 13-4465 (approving the Memorandum of Understanding with the City of Portland and Multnomah County). Resolution 14-4520 ("For the purpose of authorizing execution of Development and Finance Agreement with Oregon Convention Center Hotel project developer").

BUDGET IMPACTS

Budgeted FY 2015-16 funds are expected to be adequate for the project pre-development and development phases.

This Resolution 15-4624, presented to Council on March 3, 2016, contemplates Metro's commitment to reimburse Mortenson for up to $3.4 million for certain pre-development expenses incurred by the Mortenson/Hyatt team in the event the transaction terminates due to a failure of performance by Metro prior to Closing. The $3.4 million reimbursement funds are earmarked in an OCC reserve account.

All bond-related issuance costs are expected to be paid as part of the revenue bonds when issued.

ANTICIPATED EFFECTS

Adopting Resolution No. 15-4624will authorize Metro Chief Operation Officer to take all steps necessary to execute the Third Amendment to the Development and Finance Agreement..

RECOMMENDED ACTION

Staff recommends Council approve Resolution No. 15-4624.