

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION 96-32

Metropolitan Exposition-Recreation Commission Resolution 96-32, accepting the Guaranteed Maximum Price (GMP) from Hoffman Construction Company of Oregon, Portland, Oregon, and Authorizing the Chairman and Secretary/Treasurer to execute the Construction Services Contract for the EXPO Expansion Project.

WHEREAS, at the regular meeting of the Commission on March 13, 1996, the Commission passed Resolution 96-16, authorizing the Chairman and Secretary/Treasurer to execute Contracts in accordance with the Request for Proposals for Pre-Construction Services and Construction Services for the EXPO Expansion, and

WHEREAS, the Pre-Construction Contract was subsequently executed, and

WHEREAS, the execution of the Construction Services Contract was contingent upon the establishment of an acceptable GMP and financing arrangements, and

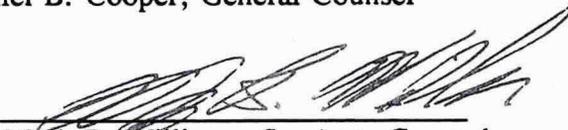
WHEREAS, Commission Staff, the Contractor and the Architect have diligently worked on design criteria and facility scope, and

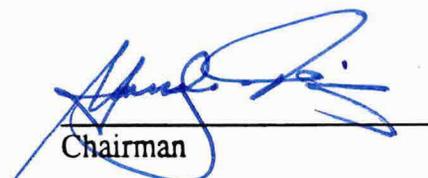
WHEREAS, as a result of the design process, a GMP has been established that is within the accepted budget for the project of \$13,500,000.

**BE IT THEREFORE RESOLVED** that the Metropolitan Exposition-Recreation Commission accepts the Guaranteed Maximum Price of Hoffman Construction Company of Oregon, in the amount of \$12,097,432.00, and authorizes the Chairman and Secretary/Treasurer to execute a contract, attached hereto, and in accordance with the terms and conditions therein, with Hoffman Construction Company of Oregon for the construction of a new facility at the EXPO.

Passed by the Commission on May 8, 1996.

APPROVED AS TO FORM:  
Daniel B. Cooper, General Counsel

By:   
Mark B. Williams, Sr. Asst. Counsel

  
Chairman

5-8-96  
Date

  
Secretary/Treasurer

5-8-96  
Date

MERC Staff Report

**Agenda Item:** Accepting the Guaranteed Maximum Price (GMP) of Hoffman Construction Company of Oregon and Authorizing the Execution of the Contract for Construction Services for the New Facility at the EXPO.

**Resolution 96-32**

**Date:** May 8, 1996

**Presented by:** Jeff Blosser, Mark Hunter,  
Chris Bailey

**Background Analysis:**

At the regular meeting of the Commission on March 13, 1996, Resolution 96-16 was passed, which authorized the Chairman and Secretary/Treasurer to execute a contract with Hoffman Construction Company of Oregon for the provision of Pre-Construction Services in the amount of \$20,000 for Contract Management/General Contractor (CM/GC) Services for EXPO Expansion. In addition, that resolution approved entering into a contract with Hoffman Construction for Construction Services, contingent upon the establishment of an acceptable GMP as long as the Contract was not substantially different than the form as contained in the RFP. Since the revised Contract, attached to the Resolution, does contain some changes regarding incorporation of Allowances into the Contract, it was deemed prudent to have the Commission formally authorize the Contract along with the acceptance of the GMP.

Following the finalization of the Pre-Construction Services Agreement, the Architect, Contractor and Commission Staff have been working diligently toward establishment of an acceptable GMP within the budget parameters and retaining adequate building design to meet criteria for functionality. The GMP presented here represents the successful culmination of that process.

**Previous Commission Action:**

Passage of Resolution 96-16 on March 13, 1996, authorizing execution of Contracts for Pre-Construction Services and conditionally awarding the Contract for Construction Services to Hoffman Construction Company of Oregon, for the EXPO Expansion.

**Financial Considerations:**

The GMP includes all costs for the construction of the building, including the contractor's fees, all reimbursables, construction costs and ancillary costs. The total amount of the GMP, including \$420,000 of Owner Controlled Contingency to cover Work Scope Changes and Allowances Variances, is \$12,097,432.00. Combined with the "Soft Costs" total of \$1,400,000.00 for Architect fees and other expenses as previously approved by the Commission, the total cost is \$13,497,432.00. The project budget is \$13,500,000.00. (Project Budget Cost Comparison Attached)

**Recommendation:**

Staff recommends that the Metropolitan Exposition-Recreation Commission accept from Hoffman Construction Company of Oregon the Guaranteed Maximum Price, as defined in the contract documents, of \$12,097,432.00, for the Construction of the New Facility at EXPO, and that the Commission further authorize the Chairman and Secretary/Treasurer to execute a Contract, in the form as attached to Resolution 96-32, and in accordance with the terms and conditions therein, with Hoffman Construction Company of Oregon.



## METROPOLITAN EXPOSITION-RECREATION COMMISSION

May 6, 1996

TO: Metropolitan Exposition-Recreation Commission

FROM: Mark Hunter, Construction/Capital Projects Manager

MHP 5/6/96

SUBJECT: GMP Agreement

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Enclosed is the final draft of the GMP Agreement with Hoffman Construction Company for the Construction of the EXPO Facility, to be considered for acceptance at Wednesday's Commission Meeting.

Also attached are the accompanying Staff Report and Resolution.

This document has been received and reviewed by the following individuals:

Tom Stein and Dave Garske, Hoffman Construction  
Nels Hall and John Blumthal, Yost Grube Hall, Architect  
Bill Potter, Glenn Taylor, Berit Stevenson, METRO, Contract Compliance & MBE/WBE  
Scott Moss, METRO, Risk Mgt.  
Mark Williams, General Counsel  
Pat LaCrosse, Jeff Blosser, Chris Bailey, MERC

All comments and corrections to the documents as deemed appropriate have been received and incorporated as of this date and time.

Please feel free to contact me with any questions or comments at W731-7827, Pgr. 274-3098(10 sec. voice), H644-3351.

*mphexpgmpdistmem56961100msgr*

## AGREEMENT

915047

Agreement Number

METRO EXPOSITION-RECREATION COMMISSION  
777 NE MARTIN LUTHER KING JR., BLVD.  
PORTLAND, OREGON 97232

### EXPO EXPANSION

THIS AGREEMENT, made and effective this 09 day of MAY, 1996, by and between the Metropolitan Exposition-Recreation Commission (MERC), a metropolitan commission established by Metro, hereinafter called "MERC," and Hoffman Construction Company of Oregon, hereinafter called "the Contractor."

### WITNESSETH:

That the Contractor and MERC for the considerations hereinafter named agree as follows:

1. **Scope of Work:** The contractor, in consideration of the covenants, agreements, and payments to be performed and made by MERC, hereby covenants and agrees to provide all necessary labor, materials, transportation, equipment, and other means required to execute, construct, and furnish in full compliance with the contract documents, in an expeditious, substantial and workmanlike manner, the work and material hereinafter referred to as "the Work" and described as:

### THE EXPO EXPANSION

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The Contractor agrees that the following are hereby incorporated by reference and shall be made a part of this Agreement as if fully set forth herein. (1) MERC's Request for Proposal, dated February 14, 1996 and all subsequent Addenda; (2) The Contractor's response to the Request for Proposal, dated March 4, 1996; (3) The Design Development Project Drawings and Specifications, dated April 26, 1996, which were the basis of the Guaranteed Maximum Price (GMP) proposal; (4) The Contractor's GMP Budget Proposal dated May 3, 1996, GMP Estimate Summary Sheet dated May 1, 1996, and Exhibits A-F attached hereto; (5) The Contractor's phasing and scheduling drawings including narratives; (6) Performance and Payment Bonds (Exhibit G, attached hereto).

The foregoing documents are listed in ascending order of precedence; conflicts among those documents shall be resolved in favor of the document that occurs latest in the list. This Agreement shall take precedence over all incorporated documents.

2. Examination of Site: By executing this Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the contract documents.

3. Time is of the Essence: It is understood that time is of the essence in performing the Work, and the Contractor shall provide the necessary equipment and personnel to substantially complete the Work by February 28, 1997.

Liquidated Damages for Late Completion: The Contractor recognizes that failure to substantially complete the Work by the stipulated date shall result in expense and damage to MERC and shall be a material breach of this Agreement. Because of the difficulty in determining the actual loss and monetary damages to MERC due to failure to substantially complete the Work by the agreed upon substantial completion date, the Contractor agrees to pay MERC, as damages representing a reasonable approximation of the actual damages which MERC would suffer in such event, and not as penalty, liquidated damages of \$5,000 for each and every calendar day that the Work is not substantially completed starting March 1, 1997.

MERC will inspect the Work and, within 15 calendar days after receiving written notice from the Contractor that the Work is finally complete, either accept the Work or reject it and notify the Contractor of work yet to be performed. MERC will make final payment within 30 calendar days after final acceptance of the last element of work to be finally completed.

4. Contractor's Duties and Status: The Contractor recognizes the relationship of trust and confidence established between the Contractor and MERC by this Agreement. He covenants with MERC to furnish the best skill and judgment and to cooperate with the Project's Architect in forwarding the interests of MERC. The Contractor agrees to furnish efficient business administration and superintendency and to use every effort to keep an adequate supply of workers and materials at all times, and to perform in the best and soundest way and in the most expeditious and economical manner consistent with the interest of MERC.

5. Basis of Payment: This Agreement is a cost-plus-fee contract with a guaranteed maximum price, herein referred to as "GMP." The basis for payment is the reimbursable costs, as identified hereinafter, plus a Fee which shall be the full compensation to the Contractor for his services provided that the total payment under the contract shall not exceed the GMP.

a. Costs to be Reimbursed: Subject to the limit established by the GMP, MERC agrees to reimburse the Contractor directly for all costs necessarily incurred for the proper execution of the Work, such reasonable costs to include the following items, and to be at rates no higher than the standard paid in the locality of the Work, and as approved by MERC.

- (1) Salaries or wages of all field labor, including field superintendents, together with any Social Security and Unemployment Insurance Taxes, State or Federal, and any fringe benefits required by law, labor agreement, or otherwise in connection with the Work.
- (2) Salaries of the Contractor's employees when stationed at the field office; employees engaged, at shops or on the road, in expediting the production or transportation of materials or equipment; and estimator, scheduler, and project manager, not stationed in the field office when employed in direct performance of the Work. The number of employees is subject to prior agreement and approval of MERC.
- (3) Fringe benefits for the Contractor's salaried employees stationed in the field office including the following: retirement plan, life insurance, medical insurance, sick pay, vacation, and Social Security and unemployment taxes. Payment will be at the actual cost of fringe benefits, not to exceed an agreed upon percent of the employees' salaries.
- (4) Subsistence and travel costs, for the Contractor's salaried employees stationed in the field office when in direct performance of the Work, with prior MERC approval.
- (5) Premium overtime costs, with prior MERC approval for additional work required by MERC when no time extension is allowed.
- (6) Field office supplies and services including office supplies, telephone, postage, reproduction, photographs, etc.
- (7) Safety, first aid, and temporary fire protection costs.
- (8) Jobsite temporary services and facilities including structures (shacks, offices, pedestrian walkways, etc.), sanitation, roads, heat, light, water, air, etc.

- (9) Materials, subcontracts, expendable supplies and transportation required for the proper execution of the Work.
- (10) Costs of permits; fees, business and occupational; and sales taxes or similar taxes required by law which the Contractor is obligated to pay other than personal property taxes on the Contractor's construction equipment and net income taxes. Costs of licenses, royalties, bonds premium (both Contractor and subcontractor), and computer charges incurred by the Contractor in connection with the Work. Costs of permits are not included in the GMP.
- (11) Transportation of the Contractor's tools, machines, and equipment to the site, the fueling and maintenance thereof during the course of the Work, and the cost of unloading and loading said tools, machines, and equipment.
- (12) Rental value of Contractor-owned equipment required for the Work.
- (13) Rental of equipment owned by third parties and required for the Work, at cost.
- (14) MERC will receive the benefit of all trade and quantity discounts, but no time discounts, allowed by suppliers and taken by the Contractor.
- (15) Cost of data processing services at the Contractor's rates established prior to the start of contract work subject to MERC approval.
- (16) Costs for "offsite" storage of materials subject to MERC approval.

**Contractor's Fee:** Subject to the limit established by the GMP of \$12,097,432.00, MERC agrees to pay the Contractor, in addition to the costs to be reimbursed, as compensation for Contractor services, a base fixed fee of 3.2% of the final total construction cost. The final total construction cost, plus the fixed fee amount, plus any contingency amount will constitute the GMP.

The fee is based on the total construction cost which includes allowances and reimbursable costs as described in this Agreement. The base fixed fee will not change unless the final GMP, as adjusted by subsequent change orders, including allowance adjustment, exceeds the amount of the original GMP by 10 percent or more. If the final adjusted GMP exceeds the original GMP amount by 10 percent or more, the fixed fee

on the changes in excess of 10% will be increased by an amount to be negotiated, but in no case shall exceed the percentage used to establish the Contractor's original fixed fee.

b. Allowances: The GMP will be subject to adjustment for changes in any allowances that may be established either by MERC or recommended and agreed to by MERC.

#### Allowance Items

##### *(ITEMIZED LISTING OF ALLOWANCES)*

- a) The GMP includes the listed allowances. MERC will review the Contractor's proposals for each allowance prior to the Contractor commencing work covered by such allowance.
- b) Unless otherwise stated, these allowances cover all costs related to the described items including material, equipment, delivery, taxes, handling costs, installation costs, and subcontracts.
- c) The Contractor's costs for overhead and fees shall be included in the reimbursable costs and fixed fee stated in Subparagraphs 5.a. and 5.b. and Paragraph 7 of this Agreement and shall not be included in the allowances.
- d) If the final cost of an allowance item is more or less than the allowance, the contingency may be increased or decreased by subsequent change order by an amount equal to the difference between the final cost of the allowance item and the allowance amount stated in this Agreement.

6. Subcontractors: The Contractor agrees to request and accept subcontractors' bids for construction work required for the Work.

7. Costs Included in the Fixed Fee: The fixed fee shall be the Contractor's sole compensation for profit and certain costs, including but not necessarily limited to costs allocable to:

- a. Salary of the Contractor, if an individual; or salary of any partner, if a partnership or joint venture; or salary of any officer of the Contractor, if a corporation.

- b. Salary of any person employed, during the execution of this Work, in the main office or in any regularly established branch office except as stated in Subparagraph 5 a. (2) of this Agreement.
- c. Overhead or general expenses of any kind, except as these may be expressly included in Paragraph 5 above, in which case they may be included as reimbursable costs or in the fixed fee, but not both.
- d. Interest on capital employed either in the plant or in expenditures of the Work.
- e. Cost of hand tools, canvas and tarpaulins and other such materials consumed in the prosecution of the Work, and depreciation on such tools, canvas and tarpaulins used but not consumed and which shall remain the property of the Contractor.
- f. Cost of preparation of the Contractor's Response to MERC's Request for Proposal, Guaranteed Maximum Price, and Agreement.
- g. Profit.
- h. Any costs in excess of the GMP.

8. Items of Work Furnished by MERC: Certain work, equipment, or building components may be procured by MERC outside of the Agreement. As a part of the Work under this Agreement, the Contractor may also be required to make final mechanical and electrical connections on equipment furnished and/or installed by MERC. The Contractor may also be required to install equipment or components furnished by MERC. It is the intent that the Contractor will be required to manage and coordinate the completion of such work as a part of his services under this Agreement.

9. Discounts: Trade discounts for purchase of materials and services shall accrue to MERC, and cash discounts for prompt payment of invoices shall accrue to the Contractor.

10. Accounting: The Contractor shall check materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. MERC shall be afforded access to the Work and to the Contractor's records, correspondence, receipts, vouchers, memoranda, etc., relating to this Agreement at the project site office. Books of account shall be kept in accordance with generally acceptable accounting practices and be subject to audit annually.

11. **Progress Payment:** The Contractor may submit periodically, but not more than once each month, a request for payment for work performed, materials delivered and stored on the site and partial progress payment of the Contractor's fixed fee. Payment requests shall show in detail and as completely as possible, monies paid by the Contractor on account of the cost of the Work during the period involved, with copies of payroll for labor, records of equipment used, and copies of bills. Payment requests shall be submitted to MERC, who will promptly verify the correctness thereof for payment. Payment will be due and payable promptly by MERC. Final payment will be processed in the same manner. Progress payments will be made in accordance with General and Supplementary Conditions for payments and retainage.

12. **Successors and Assigns:** The Agreement shall insure to the benefit of and be binding upon MERC and the Contractor, respectively, and their respective partners, successors, assigns, and legal representatives. Neither MERC nor the Contractor shall have the right to assign, transfer, or sublet his interests or obligations hereunder without written consent of the other party. Subcontractors and subcontracts shall be approved by MERC.

13. Under the same date as this Agreement, the Contractor is furnishing MERC with a corporate surety bond with Seaboard, as surety, in the full amount of the GMP. The said bond shall insure full compliance, full execution and performance of this Agreement by the contractor in accordance with all of its terms and provisions.

14. The Contractor agrees to abide by the requirements of ORS 279.350 governing the payment of prevailing wage rates.

15. The Contractor agrees to comply with all federal and state laws and regulations regarding nondiscrimination in employment, employee benefits, and facilities.

16. The Contractor agrees to seek the participation of Minority and Women-Owned Business Enterprises in the prosecution of the Work.

This Agreement and the documents expressly incorporated by reference constitute the parties' entire agreement regarding this matter and supersede all prior agreements or communications regarding the same matter. This Agreement may be modified only by a writing signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed.

HOFFMAN CONSTRUCTION COMPANY  
OF OREGON

MERC

Signed: [Signature]

[Signature]  
Chairman

Title: PRESIDENT

5-14-96  
Date

Date: 5/09/96

[Signature]  
Secretary/Treasurer

5-14-96  
Date

State of Oregon  
Construction Contractors Board  
Registration No. 28417

Workers' Compensation Insurance  
Identification No. 5559489

## EXHIBIT A

### PORTLAND EXPO CENTER GMP ALLOWANCE LIST

05/03/96

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- |    |  |           |
|----|--|-----------|
| 1. | Site Grading - Unknown debris removal of existing fill<br>- Includes cost for anticipated debris removal and replacement.<br>- For piling, utilities, grading, and all earthwork trades. | \$65,000  |
| 2. | Site and Force Ave Landscaping<br>- Includes all landscaping as an allowance until documents are complete.<br>- YGH and City to coordinate and design to allowance if possible.          | \$99,176  |
| 3. | Off-Site Improvements at Force Avenue<br>- Includes half street improvement outside of landscape.  | \$140,000 |
| 4. | Storm Water Quality Facility<br>- Included as allowance based on revised scope of work.<br>- Includes storm drain filtration, retainage, and associated work.                            | \$50,000  |

\* all items above are included within the GMP dated May 3, 1996

## EXHIBIT B

### PORTLAND EXPO CENTER GMP DESIGN REQUIREMENT LIST

05/03/96

The following items do not have substantially complete documentation and will be included as allowance items. MERC, YGH and Hoffman have established these allowance amounts based on current information and will design each item to meet the amounts listed below.

1.	Site improvements at South Hall east lot	\$25,000
2.	Marine Drive Entrance Modifications	\$20,000
3.	Exterior Signage	\$25,000
4.	Exterior Entry Sign Tower	\$30,000
5.	Entrance Canopy	\$73,658
6.	Roof snow guards.	\$10,000
7.	Ticket Booth Finishes	\$10,000
8.	Storefront / glazing system	\$120,000
9.	Metal column wraps	\$10,500
10.	Metal Spandrels	\$18,000
11.	Metal Louver system	\$41,980
12.	Interior Signage	\$25,000
13.	Bike Rack Cover Structure	\$15,000
14.	Concessions Hoods and counters	\$45,000

\* all items above are included within the GMP dated May 3, 1996

# EXHIBIT C

## PORTLAND EXPO CENTER GMP DOCUMENT LIST

05/03/96

Drwg no.	Description / Title Sheet	Date	Rev. No. / Date
Title	GMP Bid Package Title Sheet	4/26/96	---
A1.1	Master Concept Site Plan	4/26/96	---
A1.2	Enlarged Site Plan	4/26/96	---
A2.1	Floor Plan	4/26/96	---
A2.2	Roof Plan	4/26/96	---
A3.1	Exterior Elevations	4/26/96	---
A3.2	Exterior Elevations	4/26/96	---
A3.3	Building Sections	4/26/96	---
A4.1	Wall Sections	4/26/96	---
A4.2	Wall Sections	4/26/96	---
A5.1	Enlarged Floor Plans	4/26/96	---
A6.1	Interior Elevations	4/26/96	---
A7.1	Reflected Ceiling Plans	4/26/96	---
A8.1	Exterior Details	4/26/96	---
A9.1	Interior Details / Wall Types	4/26/96	---
C1	Grading Plan	4/26/96	---
C2	Storm and Sanitary Sewer	4/25/96	---
C3	Domestic Water and Fire Water Plan	4/26/96	---
C4	Horizontal Control Plan	4/25/96	---
C5	Details	4/23/96	---
C6	Details	4/23/96	---
C7	Erosion Control Plan	4/25/96	---
C8	Demolition Plan	4/26/96	---
S0.1	General Structural Notes and Drawing Index	4/15/96	4/26/96
S2.1	Overall Foundation Plan	4/15/96	4/26/96
S2.1A	Partial Foundation Plan North	4/15/96	4/26/96
S2.1B	Partial Foundation Plan South	4/15/96	4/26/96
S2.1C	Partial Foundation Plan	4/15/96	4/26/96
S2.2	Overall Roof Framing Plan	4/15/96	4/26/96
S2.2A	Partial Roof Framing Plan North	4/15/96	4/26/96
S2.2B	Partial Roof Framing Plan South	4/15/96	4/26/96
S2.2C	Partial Roof Framing Plan North	4/15/96	4/26/96
S3.1	Panel Elevations and Details	4/15/96	4/26/96
S3.2	Truss Elevations	4/15/96	4/26/96
S3.3	Gable End Wall and Brace Frame Elevations	4/15/96	4/26/96
S3.4	Braced Frame Elevations	4/15/96	4/26/96
S5.1	Partial Foundation Plan and Concrete Details	4/15/96	4/26/96
S5.2	Concrete Details	4/15/96	4/26/96
S6.1	Steel Details	4/15/96	4/26/96
S6.2	Steel Details	4/15/96	4/26/96
S6.3	Steel Details	4/15/96	4/26/96



## EXHIBIT D

### PORTLAND EXPO CENTER GMP EXCLUSION LIST

05/03/96

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1. Permits, fees and inspection costs.
2. Demolition of existing structures; concrete foundations included in GMP.
3. Storm Water Pump station, Discharge line, and associated work.
4. Overhead utility relocation and temporary building services.
5. Natural Gas service to the new building.
6. Excludes all items not specifically addressed within the 5/3/96 GMP detailed estimate.
7. Modifications to existing fencing other than at new drives show on Civil drawings.
8. Any modification to existing structures or site work unless specifically addressed.





EXHIBIT F

PORTLAND EXPO CENTER  
GENERAL CONDITIONS AND GENERAL REQUIREMENTS  
MODIFICATIONS AND CLARIFICATIONS

05/05/96

1. Reference: General Conditions, 00700, Article 9 - Payments and Completion and Division 1 General Requirements, Section 01025, Measurement and Payment

**Stipulations for payment as specified above will be adhered to unless in conflict, in which case the General Conditions will take precedence.**

**Due to the CM/GC process and "fast track" nature of the project, Owner and Contractor may agree to other modifications in conditions for payment, and payment process as may be allowable within MERC's/METRO's payment policies and procedures.**

2. Reference: General Conditions, 00700, Page 45, Section 11.2.1B and Addendum #3 of February 26, 1996, 4.;

**Insurance requirements for Subcontractors may be reduced to \$1,000,000.00 for general liability with approval of the Owner.**

3. Reference: General Conditions, 00700, Article 8 - Changes in the Work, Section 8.6.

**Due to the CM/GC process and "fast track" nature of the project, Owner and Contractor may agree to certain procedural modifications in the VECF process.**

4. General Conditions, 00700, Page 14, Section 3.2, Paragraph 2;

**The Designer shall respond within five (5) working days rather than ten (10) working days.**

5. General Conditions, 00700, Page 10, Section 2.1, Paragraph 2;

**Contractor shall be represented, but not necessarily "at the site", however, the Contractor's authorized representative must be accessible to Owner at all times.**

6. General Conditions, 00700, Page 2, 1.1.18. Contract Documents or Contract Bidding Documents;

**Contract Documents consist of the following, consistent with the Agreement:**

**The Request for Proposal, the Advertisement for the Request for Proposals, the General Conditions, Appendix 1 - Site Plan, Appendix 2 - Organization Chart, Appendix 3 - Personal Services Agreement, Appendix 4 - Construction Agreement, Appendix 5 - Prevailing Wage Rates, All Addenda, Response to the Request for Proposals, the Construction Drawings and Specifications, the GMP Proposal Package and all subsequent Exhibits, Amendments, Clarifications, Change Orders and/or Force Account Work.**

**EXHIBIT G**

**PORTLAND EXPO CENTER  
PERFORMANCE BOND  
LABOR AND MATERIALS PAYMENT BOND**

SECTION 00600  
PERFORMANCE BOND

Bond #30986096

(NOTE: CONTRACTS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned Hoffman Construction Company of Oregon as PRINCIPAL (hereafter called CONTRACTOR), and Seaboard Surety Company, a corporation organized and existing under and by virtue of the laws of the state of New York, duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as Surety, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MERC as OBLIGEE (hereafter called MERC), the amount of \_\_\_\_\_ Dollars (\$  
\*\* \_\_\_\_\_), in lawful money of the United States of America.

\*Twelve Million Ninety-seven Thousand Four Hundred Thirty-two and No/100  
\*\*12,097,432.00

WHEREAS, the CONTRACTOR entered into a contract with MERC dated May 9, 1996, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: "EXPO Expansion Project."

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid project, MERC having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by MERC to be in default under the Contract Documents for the project described herein, the Surety may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications. Surety, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for the project are within the scope of the Surety's undertaking on this bond, and Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five (25%) of the original amount of the obligation without the consent of the Surety.

EXPO  
Expansion Project

00600

05/06/96

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than MERC or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9<sup>th</sup> day of May, 1996.

Seaboard Surety Company

**SURETY**

By: Stacy A. Flynn  
Stacy A. Flynn

Title: Attorney in Fact

411 108th Ave. NW, Suite 1950

**Street Address**

Bellevue, WA 98004-5515

**City, State ZIP**

206-451-9060

**Phone Number**

Hoffman Construction Company of Oregon

**CONTRACTOR**

By: Richard J. [Signature]

Title: V.P.

1300 SW Sixth Ave.

**Street Address**

Portland, OR 97207

**City, State ZIP**

503-221-8811

**Phone Number**

**SECTION 00650  
LABOR AND MATERIALS PAYMENT BOND**

Bond #30986096

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL MEN BY THESE PRESENTS:

We the undersigned Hoffman Construction Company of Oregon as PRINCIPAL, and Seaboard Surety Company, a corporation organized and existing under and by virtue of the laws of the state of New York, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as Surety, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MERC, as OBLIGEE, in the sum of \* \_\_\_\_\_ Dollars (\$ \*\* \_\_\_\_\_) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below. \*Twelve Million Ninety-seven Thousand Four Hundred Thirty-two and No/100  
\*\*12,097,432.00

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MERC dated May 9, 1996, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: "EXPO Expansion Project."

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid Project, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279.526.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279.536 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses

or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications, shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279.526.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9<sup>th</sup> day of May, 1996.

Seaboard Surety Company

**SURETY**

BY: Stacy A. Flynn

Stacy A. Flynn

TITLE: Attorney in Fact

411 108th Ave NW, Suite 1950

Address Bellevue, WA 98004-5515

Hoffman Construction Company of Oregon

**CONTRACTOR**

BY: [Signature]

V.P.

TITLE: [Signature]

1300 SW Sixth Ave.

Address Portland, OR 97207

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**RESOLUTION NO. 96-33**

Approving the Schedule of Extra Charges for the Commission's facilities for FY 96-97 and FY 97-98.

The Metropolitan Exposition-Recreation Commission finds:

1. That the staff has prepared a revised Schedule of Extra Charges for the Commission facilities, based on current costs;
2. That this Schedule of Extra Charges should be effective July 1, 1996;
3. That this Schedule of Extra Charges will remain effective until such time as the Commission adopts a revised Schedule of Extra Charges.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission approves the Schedule of Extra Charges for the Commission facilities for FY 96-97 AND FY 97-98.

Passed by the Commission on May 8, 1996.

  
Chairman

  
Secretary/Treasurer

Approved as to Form:  
Daniel B. Cooper, General Counsel

By: 

Mark B. Williams  
Sr. Assistant Counsel