

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION 01-02

Metropolitan Exposition-Recreation Commission Resolution 01-02, 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 Oregon Convention Center Expansion.

WHEREAS, at the regular meeting of the Commission on April 5, 2000, the Commission passed Resolution 00-12 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 Oregon Convention Center Expansion.

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

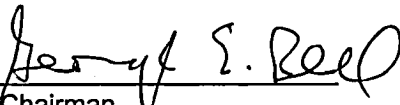
WHEREAS, the execution of the Construction Services Contract was contingent upon the establishment of an acceptable GMP and financing arrangements, and

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

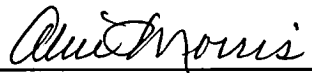
WHEREAS, as a result of the design process, a GMP has been established at \$98,500,000.00 that is within the accepted budget for the project of \$116,000,000.00

**BE IT THEREFORE RESOLVED** that the Metropolitan Exposition-Recreation Commission accepts the Guaranteed Maximum Price (GMP) of Hoffman Construction Company of Oregon in the amount of \$98,500,000.00 and authorizes the Chairman and Secretary/Treasurer to execute a contract in a form substantially similar to the contract, attached hereto, with Hoffman Construction Company of Oregon for the construction of the Oregon Convention Center Expansion, and in accordance with all terms and conditions of the contract, including the securing of Project Funds for Construction.

Passed by the Commission on January 17, 2001.

  
Chairman

1-17-01  
Date

  
Secretary/Treasurer

1-17-01  
Date

APPROVED AS TO FORM  
Daniel B Cooper, General Counsel

By:   
Senior Assistant counsel

## 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 Oregon Convention Center Expansion.

**Resolution No. 01-02**

**Date:** January 17, 2001

**Presented by:** Jeff Blosser  
Scott Moss  
Karl Schulz

### **Background/Analysis:**

At the regular meeting of the MERC Commission on April 5, 2000, Resolution 00-12 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 \$158,000 for Construction Management/General Contractor (CM/GC) Services for the Expansion of the Oregon Convention Center. 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.

Following the finalization of the Pre-Construction Services agreement, the Architects, 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 00-12 on April 5, 2000, authorizing execution of Contracts for Pre-construction Service and conditionally awarding the Contract for Construction Services to Hoffman Construction Company of Oregon, for the Oregon Convention Center Expansion.

### **Fiscal Issues:**

The GMP includes all criteria for the construction of the Expansion and remodel of the Oregon Convention Center, including the contractor's fee, all reimbursable, construction costs, and ancillary costs. The total amount of the GMP, including \$5,100,000 construction contingency to cover Allowances, Alternates, and Unknown Conditions, is 98,500,000.

### **Self Performed Services**

The contract incorporates the ability to allow work or services to be Self Performed by the CM/GC, when approved by the Project Management Team, a feature that will provide a higher level of cost control, schedule, and safety systems for construction of work. The Expansion Advisory Committee has recommended the use of Self Performed services as a procurement system when it is documented that Self Performing by the CM/GC is beneficial to the project.

**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 \$98,500,000.00, for the Construction of the Expansion of the Oregon Convention Center, and that the Commission further authorizes that Chairman and Secretary/Treasure to execute a Contract, in the form as attached to Resolution 01-03, and in accordance with the terms and conditions therein, with Hoffman Construction Company of Oregon.

**AGREEMENT**

Contract No. \_\_\_\_\_

**MERC**  
777 NE Martin Luther King, Jr. Blvd.  
PORTLAND, OREGON 97232

**OCC Expansion Construction**

**THIS AGREEMENT** made and effective this 22nd day of January, 2001, by and between the Metropolitan Exposition-Recreation Commission (MERC) a commission of Metro, hereinafter called "Owner," and Hoffman Construction Company of Oregon, hereinafter called "the Contractor."

**WITNESSETH:**

That the Contractor and Owner 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 Owner, 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:

**Oregon Convention Center Expansion Construction**

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) Owner's Request for Proposal number OOR-5-MERC, issued January 31, 2000 and all subsequent Addenda and Metro General Conditions as modified and attached to GMP Exhibit A-8; (2) The Contractor's response to the Request for Proposal, dated March 1, 2000 and interview materials, (3) The drawings and specifications, dated November 27, 2000 which were the basis of the Guaranteed Maximum Price (GMP) proposal (refer to GMP Exhibit A-3); (4) The Contractor's GMP Budget Proposal dated \_\_\_\_\_ January 3, 2001, GMP Estimate Summary Sheet attached to GMP Exhibit A-1, and Exhibits A-2 Exclusions and Qualifications, A-4 Alternates and Allowances, A-5 schedule, A-6 VE Listing attached hereto; (5) ~~Performance and Payment Bonds~~ Bonds/Guaranty Agreement Exhibit A-7 attached hereto.

The foregoing documents are listed in ~~descending~~ ascending order of precedence; conflicts among those documents shall be resolved in favor of the document that occurs ~~earliest~~ 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 entire project by April 15, 2003.

4. **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 Owner and shall be a material breach of this Agreement. Because of the difficulty in determining the actual loss and monetary damages to Owner due to failure to substantially complete the Work by the agreed upon substantial completion date, the Contractor agrees to pay Owner, as damages representing a reasonable approximation of the actual damages which Owner would suffer in such event, and not as penalty, liquidated damage of \$7,000 for each and every calendar day, in excess of 30 calendar days, that the work on the lower level of the parking garage, (approximately 400 +/- spaces) is not substantially complete starting April 15, 2002 and \$5,000 for each and every calendar day, in excess of 30 calendar days, that work is not substantially complete on the entire project starting April 15, 2003, 2002.

In consideration of the 30 day Liquidated Damage grace period reflected above, Contractor will make its best effort to control and finish work in such a way that will potentially allow for partial owner occupancy (selected areas only) within the 30 day period, preceding substantial completion as conditions may allow. This will be contingent on acquiring the necessary occupancy permits and safety considerations.

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

5. **Contractor's Duties and Status:** The Contractor recognizes the relationship of trust and confidence established between the Contractor and Owner by this Agreement. He covenants with Owner to furnish the best skill and judgment and to cooperate with the Project's Architect in forwarding the interests of Owner. The Contractor agrees to furnish efficient business administration and superintendence 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 owner.

6. **Guaranteed Maximum Price:** This Agreement is a Contract with a guaranteed maximum price, herein referred to as "GMP." The total construction cost, plus allowances (if any), plus any Owner's contingency plus the fixed fee amount, will constitute the GMP.

• Cost of Work	\$ _____	87,387,566
• Allowances	\$ _____	4,100,000
• Contingency	\$ _____	5,100,000
• Subtotal	\$ _____	96,587,566
• Contractor's Fee (1.98% of Subtotal)	\$ _____	1,912,434
• Total = GMP	\$ _____	98,500,000

7. **Basis of Payment:** The basis for payment is the reimbursable costs, as identified hereinafter, plus a Fixed 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. Owner will review and approve payment requests prior to issuance of payment.

(a) **Costs to be Reimbursed:** Subject to the limit established by the GMP, Owner 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 Owner.

- (1) Salaries or wages of all craft labor, including field foremen, 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 salaried employees when stationed at the field office; employees engaged at shops or on the road and in expediting the production or transportation of materials or equipment together with an agreed upon percentage for fringe benefits. The number of employees is subject to prior agreement and approval of Owner.
- (3) It is the intention of the parties that ~~the majority of self performed~~ Job Services work authorized by this Contract will be reimbursed and treated as a subcontract. For that portion of the work described as job services the Contractor may use Contractor-furnished craft labor. The Owner will reimburse the Contractor for this craft labor for the direct cost of wages, payroll taxes and fringe benefits plus a 3 percent surcharge to cover the cost of the craft labor administrative expense. In the event the Contractor elects to use hourly employees for non-self performed supervisory work, the 3% surcharge will not apply to the labor charge for such work.
- (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 Owner approval.

- (5) With Owner's prior approval, premium overtime costs for any craft labor as referred to in paragraph 7.a.1 of this section, necessary to maintain the project schedule, when no time extension is allowed.
- (6) Field office supplies and services including office supplies, blueprints, messenger services, fax machines, computers, two way radios, telephone, postage, reproduction, photographs and other equipment or materials that shall be approved by Owner following submittal of listing by Contractor of aforementioned items.
- (7) Safety, safety awards and incentives, safety lunches, drug and alcohol testing, 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 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, bond premiums (both Contractor and subcontractor), insurance premiums and computer charges incurred by the Contractor in connection with the Work. Costs of building permits are not included in the GMP, except as defined in GMP Exhibit A-2.
- (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) Reimbursement for use of Contractor owned equipment shall be at a rate to be agreed upon by Owner prior to start of the Work plus cost of fuel and routine maintenance without additional markup. Prior to use of such equipment, the Contractor shall furnish Owner with an analysis of the cost of rental equipment owned by third parties versus Contractor owned equipment rental rates. For those items of Contractor owned equipment for which the total rental is expected to exceed the replacement cost as determined prior to beginning work, Owner will have the right to discontinue further monthly rental payments beyond the replacement value but retain the service of the equipment; reimbursing the Contractor only for fuel and routine maintenance costs.

- (13) Rental of equipment owned by third party equipment vendors while it is engaged in Contract Work, plus fuel and routine maintenance at the Contractor's actual cost without markup.
- (14) Trade discounts for purchase of materials and services shall accrue to Owner, and cash discounts for prompt payment of invoices shall accrue to the Contractor.
- (15) Cost of data processing services at the Contractor's rates established prior to the start of contract work subject to Owner approval.
- (16) Costs for "offsite" storage of materials subject to Owner approval.
- (17) Costs for Quality Control Program, including testing laboratory and other related expenses.

(b) Contingency: is an amount agreed upon by the parties and included within the GMP. This contingency is expected to be utilized and has been established for mutual use by both parties. The contingency funds shall be used by both parties to cover "costs of the work" and for allowance overages or other items that are specifically approved and agreed in writing by both parties approved in writing. The contractor may increase the contingency by allocations of funds not utilized within the GMP cost of the work, due to favorable subcontractor costs. Additions to the contingency will be conveyed confirmed in writing by the contractor. The contingency may only be expended by the Contractor for the Cost of the Work with prior written notification and written consent of the Owner.

(c) Allowances: are those items for which there are unidentifiable risks, incomplete designs, or unknown conditions that have been estimated by the Contractor and included in the GMP (see GMP Exhibit A-4). If the final cost of an allowance item is more or less than the estimated amount, the contingency may be increased or decreased by a commensurate amount with Owner approval. In addition, if the contingency is depleted, then Owner may shall adjust the GMP may be adjusted by Change Order by an amount equal to the difference between the final cost of the allowance item and the estimated allowance amount, or the GMP scope of Work may be reduced or adjusted to reconcile final Allowance costs.

### ALLOWANCE ITEMS

#### (ITEMIZED LISTING OF ALLOWANCES TO BE ATTACHED HERETO)

- (1) The GMP includes the listed allowances. Owner will review the Contractor's proposals for each allowance prior to the Contractor



commencing work covered by such allowance. Refer to the attached GMP Exhibit A-4 for Alternates and Allowances

- (2) Unless otherwise stated, these allowances cover all costs related to the described items including material, equipment, delivery, taxes, handling costs, installation costs, subcontracts and subcontract modifications which shall be documented and reported to Owner.
- (3) The Contractor's costs for overhead and fees shall be included in the fixed fee stated in Paragraph 7 and 9 of this Agreement and shall not be included in the allowances.

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

**9. Contractor's Fee:** Owner agrees to pay the Contractor, in addition to the costs to be reimbursed as described herein, as compensation for Contractor services, a fixed fee of \$1,912,434 which is based on 1.98% of the Cost of the Work, Allowances (if any) and Contingency at GMP establishment.

Notwithstanding the above, the fixed fee will not change unless the final total construction cost, as adjusted by subsequent change orders, increases or decreases the amount of the original construction cost by 10 percent or more. If such increase or decrease occurs, then the fixed fee will be adjusted up or down respectively by the percentage used to establish the fixed fee, but only on that portion of the construction cost above or below the 10% limitation.

**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 7.a. (2) of this Agreement.
- c. Overhead or general expenses of any kind, except as these may be expressly included in Paragraph 7 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 Owner's Request for Proposal, Guaranteed Maximum Price, and Agreement.
  - g. Profit.
  - h. Any costs in excess of the GMP.
10. **Items of Work Furnished by Owner:** Certain work, equipment, or building components may be procured by Owner 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 Owner. The Contractor may also be required to install equipment or components furnished by Owner. 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.
11. **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. Owner 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.
12. **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 progress payment of the Contractor's fixed fee equal to the percentage used to establish the fixed fee times the reimbursable costs for each payment request. 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, copies of bills and subcontractors invoices. Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the contract documents. The schedule of values shall allocate the entire GMP among the various pieces of work, except the Contractor's fee, the contingency amount and the allowances shall be shown as separate items. Applications for payment shall show the percentage of completion for each portion of the Work as of the end of the period covered. The percentage of completion shall be the lesser of; (1) the percentage of that portion of the Work that has actually been completed, or (2) the percentage obtained by dividing the expense that has been paid for that portion of the work by that portion of the Work's percentage of the GMP as indicated on the approved schedule of values. Payment requests shall be submitted to Owner, who will promptly verify the

correctness thereof for payment. Payment will be due and payable promptly by Owner. 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.

13. **Successors and Assigns:** The Agreement shall insure to the benefit of and be binding upon Owner and the Contractor, respectively, and their respective partners, successors, assigns, and legal representatives. Neither Owner nor the Contractor shall have the right to assign, transfer, or sublet his interests or obligations hereunder without written consent of the other party. Owner shall approve subcontractors and subcontracts.
14. Under the same date as this Agreement, the Contractor is furnishing Owner with a ~~corporate surety bond with 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~~Guaranty Agreement provided form Hoffman Corporation as attached in GMP Exhibit A-7.
15. The Contractor agrees to abide by the requirements of ORS 279.350 governing the payment of prevailing wage rates.
16. The Contractor agrees to comply with all federal and state laws and regulations regarding nondiscrimination in employment, employee benefits, and facilities.
17. The Contractor agrees to seek the participation of Minority, Women Owned, and Emerging Small Business Enterprises and minority and women apprentices in the prosecution of the Work.
18. *The Parties acknowledge that the entire Oregon Convention Center Expansion Project is contingent upon the acquisition of financing for the Project. If, in the sole opinion of the Owner, the Owner is unable to secure financing, then no Notice to Proceed shall issue and this Agreement shall become void, upon written notice from the Owner to the Contractor on or before February 28, 2001. Reimbursement for costs incurred shall be administered through Section J (Termination of the Work) and Section E (Payments) per the Metro General Conditions included within this contract.*
19. 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 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

\_\_\_\_\_  
President

\_\_\_\_\_  
MERC Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Expansion Manager

\_\_\_\_\_  
Date

## EXHIBIT A-1

### Oregon Convention Center Expansion GMP COSTS SUPPLEMENTAL PROVISIONS

Date: January 18, 2001

GMP pricing detail ~~Summary~~ is attached – dated January 3, 2001

The following Provisions are incorporated to further clarify and define the agreement of the parties as it relates to Article 6, Guaranteed Maximum Price; and Article 7, Basis of Payment of the GMP Agreement.

#### SUPPLEMENTAL PROVISIONS – Article 6: Guaranteed Maximum Price

1. Upon final completion of the work, savings if any, shall be retained 100% by the Owner.
2. The Guaranteed Maximum Price (GMP) has been calculated and Contract Time established on the basis of the "GMP" Documents, which correspond to Design Development Drawings and Specifications including all documents incorporated into the contract. As final Drawings and Specifications are developed, the Contractor shall be permitted to verify any scope revisions and notify the owner immediately of any revisions to the GMP price and/or the Contract Time as ~~compared to the GMP documents~~ a result of changes with the final drawings and specifications. The GMP does not represent costs or schedule for scope of work beyond that defined in the GMP Documents or the project as a whole.
3. By executing this Agreement and furnishing the Owner with both a detailed GMP price and a Construction Schedule, the Contractor represents and warrants that the Contract Documents, materials, and information furnished to the Contractor as of the date of this Agreement have described the scope, construction requirements, and the design intent of the Work in detail sufficient to enable the Contractor to establish the GMP price and the Construction Schedule. The Contractor shall not be permitted to claim any adjustment in either the GMP or Contract Time in connection with the completion of final Drawings and Specifications, except for Scope Changes as described below in paragraph 4 and 5.
4. Upon review of the final approved Construction Documents, the Contractor shall notify the Architect and the Owner in writing of any item in the Final Documents that, in the Contractor's opinion, represents a Scope Change, as defined in Paragraph 5 below. The Contractor acknowledges and agrees that the Final Construction Documents are not intended to change the scope, quality, quantity, or design intent of information set forth in the "GMP" Documents.
5. A "Scope Change" is hereby deemed to mean Work described in any Supplemental Documents issued subsequent to the "GMP" Documents (listed in GMP Exhibit A-3) that differs from the "GMP" Documents as necessary for the proper, timely, and orderly completion of the Work and is (i) materially inconsistent with the "GMP" Documents or (ii) a material change in the quantity, quality, programmatic requirements or other substantial deviation in the then current Contract Documents. ~~The contractor GMP shall gain compensation~~ be adjusted for such changes to the work. If the Owner and Contractor agree that a "Scope Change" has occurred, and if the contingency is depleted, then Owner shall adjust the GMP by Change Order by an amount equal to the final cost of the "Scope Change" item, or the GMP scope of Work may be reduced or adjusted to reconcile final costs.
6. The GMP Contingency, as defined in *paragraph 7.b* of the contract, has been established for mutual use by both parties. The contingency funds shall be used by both parties to cover "costs of the work" as approved and agreed in writing by both parties. Funds for added scope of work, bid alternates, or similar items may be added if there are sufficient funds to complete the Contracted GMP scope of work ~~and it is determined to be mutually agreeable to both parties, and it is~~

- determined to be mutually agreeable to both parties. A mutually agreeable system for tracking expenses against the GMP will be established by the Contractor with the Owners approval.
7. Value engineering items have been incorporated into the GMP pricing (see GMP Exhibit A-6). All parties to this agreement understand that all agreed to VE items shall be incorporated into the final construction documents in order to recognize cost reductions already reflected within this GMP. Refer to "GMP Exhibit A-6" for VE items taken. If VE items are not incorporated into the final contract documents, the contractor can receive a cost adjustment as defined in paragraphs 5.

SUPPLEMENTAL PROVISIONS – Article 7: Basis of Payment

8. To the extent of and included within the GMP, the costs of the work shall include costs of repairing or correcting damaged or nonconforming work executed by the Contractor, Subcontractor or suppliers, provided that such damaged or nonconforming work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not otherwise recovered by the Contractor from insurance, sureties, subcontractors or suppliers.
9. During the Project construction period the Owner will insure all properties, real or Personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph G.2 Insurance, of the General Conditions, of subrogation for itself and its subcontractors at any tier for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or other wise.
10. The GMP excludes project PL& PD insurance, and excludes builders risk insurance costs. Hoffman and all subcontractors will be involved with the owner controlled insurance program (OCIP) Metro General Conditions sections F and G. The GMP does include costs for Hoffman and subcontractor bonding, and insurance costs not covered in the Owner OCIP program clarified separately. Features, coverage's and incentive program to be finalized at owner's discretion.
- ~~10-11.~~ 11. Surveying work is included within the GMP as shall be performed by Contractor's affiliate company. Rates are set at \$55 (FINAL TBD) per manperson-hour. Work will include layout and controls, set points and final as build confirmation and submittal. Excludes Record Documents.
- ~~11-12.~~ 12. "Job Services." work is included within the GMP as shall be performed by Contractor's affiliate company. Hourly rates include going labor rates plus actual burdened rates and a 3% mark-up for administrative costs. Materials delivered to the site for support of "Job Services" will be a cost plus 10% mark-up for administrative costs. Such mark-ups are for cost recovery (not fee) and may be audited by owner.
- ~~12-13.~~ 13. The Contractor will self-perform the concrete work for the OCC expansion through Hoffman Structures Inc. (HSI). –The estimate and scope of work for this self performed portion of the GMP work is as follows:

- Total Structural Concrete estimate – GMP estimate \$12,096,246
- Labor Costs \$5,570,996
- Material Costs \$6,525,250
- Scope of work – HSI will be performing labor only on the garage, building, shearwalls, retaining walls, loading dock, slab on metal deck, building and garage concrete pads and curbs, and other concrete work. HSI will not perform the site concrete for curbs, walks, plaza and other site flatwork. This will be clearly defined within the OCC Expansion GMP estimate and the sitework concrete will be bid within the finishes bid package.
- Mark-up costs –HSI will charge the actual cost of the work plus an administrative mark-up of 3% and a fee of 7%, and for a total of 10%. This mark-up, which includes administrative costs and fee, will be included within the concrete GMP

subcontract with HSI. In addition to the HSI subcontract, subcontracts will be issued for concrete, reinforcing, post tensioning and formwork and support materials. HCC will have a 1.98% markup on all subcontracts and costs of the work included within the OCC Expansion GMP.

- 13.14. Legal costs necessary and reasonably incurred in prosecuting the work on Owner's behalf.
- 14.15. The cost of rental of all equipment used for the Project plus cost of installation, maintenance, fuel, lubrication, repairs and replacement, dismantling, removal, transportation, delivery, insurance and taxes will be reimbursable through the GMP. Equipment rented from third parties shall be charged at actual cost. Rental charges for equipment owned by Contractor or affiliated or associated companies, including companies owned or controlled by the officers of the Contractor, will be less than or equal to 75% of Contractor's published equipment rental rates which are equal to the current competitive market rates. These published rental rates are subject to reasonable adjustments as of September of each year. The published rates are without an operator but include cost of insurance and repairs due to normal wear and tear.
15. ~~The GMP excludes project PL & PD insurance, and excludes builders risk insurance costs. Hoffman and all subcontractors will be involved with the owner controlled insurance program (OCIP) Metro General Conditions sections F and G. The GMP does include costs for Hoffman and subcontractor bonding, and insurance costs not covered in the Owner OCIP program clarified separately.~~
16. Securities funds, used in lieu of retention as allowed in GC section E.5, shall be released no later than upon Final Occupancy and completion of the punchlist. Warranty work or work outside of the punchlist and final occupancy of the building shall not constitute withholding of any Security funds. Security funds will total 50% of the cost of the work as allowed in GC section E.5.
17. ~~David Garske, Hoffman Operations manager, will be reimbursable through the GMP when stationed on the site on a part-time basis.~~
- 18.17. Travel and Expense costs to visit off-site fabrication plants, subcontractor offices and shops, or procurement locations outside of a 50-mile radius of the project site, shall be reimbursable through the GMP at cost.
18. In lieu of Owner paying actual cost of labor add-ons for Contractors salaried and non-craft hourly employees as defined in Article 7(a)(2), and so long as they are engaged at the project site, Owner shall pay 46% of such employees' salary to cover Labor add-ons. Labor add-ons include, but are not limited to, taxes such as social security and unemployment; insurance such as worker's compensation, medical, life and disability; vacation and sick pay; and other welfare and employee benefits such as pension and 13<sup>th</sup> month bonus plans.
19. On or before 30 days from the date of this agreement, and at the sole election of Owner, the Contractor shall furnish Owner with either (a) a corporate surety bond or (b) a Guaranty Agreement from Hoffman Corporation, with either to be in a form acceptable to Owner, in the full amount of the GMP, which shall insure full compliance, full execution and performance of this Agreement by the Contractor's in accordance with all of its term provisions. Any and all costs for the surety bond (item "a" above), shall be paid outside of the GMP directly from the Owners budgets.

## EXHIBIT A-2

### Oregon Convention Center Expansion GMP EXCLUSION and QUALIFICATION LIST

Date: January 10, 2001

The work under this Agreement DOES NOT include the following EXCLUSIONS:

1. Plan Check fees, Permits and Development fees and System Development Charges, agency costs and right-of-way costs and permits, costs of work by City agencies, PDOT, Bureau of Water Works, Department of Environmental services, and others. Permits required to be obtained by Licensed Mechanical, Electrical, Firesprinkler contractors are included within the GMP.
2. *Good* Previously excluded Hazardous materials or contaminated soils discovered on site or as identified in Hazardous Material Report prepared by Kleinfelder, Inc. dated December 18, 2000 are included in the GMP Contingency pricing. All work and associated costs are to be ~~paid budgeted and paid by the Owner outside of the GMP costs from the GMP contingency.~~ The GMP specifically excludes costs and insurance coverage's for Pollution Liability on any existing conditions and Owner will Indemnify Contractor and hold harmless for remediation of existing Hazardous or contaminated soils discovered on site. ~~GMP also excludes all work and associated costs involving contaminated materials which exceed the Hazard levels anticipated and defined in the Kleinfelder report dated December 18, 2000.~~ Owner and Contractor mutually agree to gain better definition of these conditions and the process for handling said Hazardous materials and associated costs prior to commencement of the work.
3. Utility services/connection and meter costs for the new buildings. All work and associated costs are to be budgeted and paid by the Owner outside of the GMP costs. as agreed by the Owner and Contractor in writing.
4. Asbestos and/or Lead Identification, Mold and Mildew, Inspection, monitoring or Abatement. Work and associated costs are to be budgeted and paid by the Owner outside of the GMP costs.
5. Special Testing and Inspection – All work and associated costs are to be budgeted and paid by the Owner outside of the GMP costs.
6. Building furnishings, equipment, FFE and Soft costs (except as defined in the Construction Documents) Including labor to install owner furnished items.
7. Jobsite security. Owner to provide usual and casual site security of the project site. ~~Jobsite security to be by Contractor at Contractors discretion.~~ Contractor security is not included within the GMP pricing.
8. Providing a project sign
9. Providing project record documents except as-builts and other documents as defined in Contract Documents
10. Wetlands restoration and/or related work
11. ~~PGE Electrical work provided by Pacificcorp, Inc., and conductors up to and including Transformers.~~ GMP includes duct bank and transformers for building service only
12. Northwest Natural Gas supply lines up to and including meters
13. ~~Bike Raeks and~~ Electronic reader boards
14. Kitchen and Concessions equipment, including installation is excluded. The finishes for the two concession areas, 1011 (1015 in the room finish schedule) and 1550, are to be by the owner, not as indicated by the room finish schedule. The kitchen equipment supply and installation will be also



by owner. They will probably scope this out to a concessionaire company for completion, like the existing building.

~~15. Damage to Off site structures due to vibration or non direct construction impacts.~~

15. All GMP Alternates identified in GMP exhibit A-4.

16. Costs and Liquidated Damages incurred outside of the contractors control. Such items include schedule and project impacts from late permit approvals and delays, unforeseen and hazardous materials (see Metro General Conditions), and revisions to the scope of work.

17. Artwork, Artwork projects, Artwork relocations, Artwork at existing facility and related work, Artwork supports, MEP and other related work incorporated into the GMP is to be reimbursed by the Art budget, and will not be paid through the GMP or GMP Contingency.

18. Preconstruction services – contracted separately

19. Polystyrene roof insulation

The work under this Agreement includes the following CLARIFICATIONS:

~~20.~~ 21. Previously excluded Unforeseen site conditions (non-hazardous or contaminated), softspots, debris, tanks, etc. are included in the GMP pricing. Funds for these costs found upon discovery will be drawn from the GMP sitework budget.

21. Casual overtime, is allowed separate from and not withstanding GMP article 7.A.5., with owners verbal approval at Contractors discretion. Overtime process to be defined separately prior to beginning the work when overtime exceeds 250 hours per month.

## EXHIBIT A-3

### Oregon Convention Center Expansion and Related Work GMP CONTRACT DOCUMENT LIST

Date: January 22, 2000

#### Design Development Package

Drawing #	Description	Originator	Date	Revision #/Date
A0.01	PROJECT INFORMATION SHEET	ZGF	11/27/00	
A0.02	DRAWING INDEX	ZGF	11/27/00	
EX2.1	LIFE SAFETY SUMMARY - PARKING LEVEL 1	ZGF	11/27/00	
EX2.2	LIFE SAFETY SUMMARY - PARKING LEVEL 2	ZGF	11/27/00	
EX2.3	LIFE SAFETY SUMMARY - MAIN LEVEL	ZGF	11/27/00	
EX2.4	NOT USED			
EX2.5	LIFE SAFETY SUMMARY - UPPER LEVEL	ZGF	11/27/00	
A1.1	SITE PLAN	ZGF	11/27/00	
A1.2	SITE PLAN - SOUTHEAST	ZGF	11/27/00	
A1.3	SITE PLAN - SOUTHWEST	ZGF	11/27/00	
A1.4	SITE PLAN - WEST	ZGF	11/27/00	
A1.5	SITE PLAN - EAST	ZGF	11/27/00	
A1.6	SITE PLAN - NORTHWEST AND NORTHEAST	ZGF	11/27/00	
A1.7	SITE PLAN - NE OREGON STREET	ZGF	11/27/00	
A1.8	STREET SECTIONS	ZGF	11/27/00	
A1.9	SITE ELEVATIONS	ZGF	11/27/00	
A1.10	NOT ISSUED			
A1.11	SITE STAIRS	ZGF	11/27/00	
A1.12	SITE STAIRS	ZGF	11/27/00	
A1.13	SITE DETAILS	ZGF	11/27/00	
A1.14	PAVING DETAILS	ZGF	11/27/00	
A2.1	PLAN - PARKING LEVEL 2	ZGF	11/27/00	
A2.2	PLAN - PARKING LEVEL 1	ZGF	11/27/00	
A2.3	PLAN - MAIN LEVEL	ZGF	11/27/00	
A2.4	PLAN - INTERMEDIATE LEVEL	ZGF	11/27/00	
A2.5	PLAN - UPPER LEVEL	ZGF	11/27/00	
A2.6	PLAN - MECHANICAL MEZZANINE 1	ZGF	11/27/00	
A2.7	PLAN - MECHANICAL MEZZANINE 2	ZGF	11/27/00	
A2.8	PLAN - ROOF	ZGF	11/27/00	
A2.11	PLAN - PARKING LEVEL 2 EAST	ZGF	11/27/00	
A2.12	PLAN - PARKING LEVEL 2 WEST	ZGF	11/27/00	
A2.12A	PLAN - PARKING RAMP	ZGF	11/27/00	
A2.13	PLAN - PARKING LEVEL 1 EAST	ZGF	11/27/00	
A2.14	PLAN - PARKING LEVEL 1 WEST	ZGF	11/27/00	
A2.15	NOT ISSUED			
A2.16	PLAN - MAIN LEVEL - SOUTHEAST	ZGF	11/27/00	
A2.17	PLAN - MAIN LEVEL - SOUTHWEST	ZGF	11/27/00	
A2.18	PLAN - MAIN LEVEL - NORTHWEST	ZGF	11/27/00	
A2.19	PLAN - MAIN LEVEL - NORTHEAST	ZGF	11/27/00	

**EXHIBIT A-4**  
**Oregon Convention Center Expansion**  
**GMP ALLOWANCES and ALTERNATES LIST**

DATE: January 22~~18~~, 2001

**GMP Scope Adds Confirmation**

Following is a listing of previous Alternate scope items, which are now added and included within the GMP Pricing. These Alternates were previously identified as Division 13 Alternates defined in the Schematic Design Pricing documents. This scope of work was added to the GMP Scope of Work as directed by the Owner through budget transfer into the GMP scope of work:

**Item Description**

1. Audio Visual - AV Rough-in, Wiring and distribution in Expansion. Refer to allowances for budget and further definition.
2. AudioVisual - New AV Head End In Expansion. Refer to allowances for budget and further definition.
3. AudioVisual - New Telecommunications Rough-in, wiring, distribution and equipment In Expansion. Refer to allowances for budget and further definition.
4. Electrical - Tie Existing Security Systems to New System in Expansion. – This item is defined in the GMP documents. Move all existing access control to new headend and extend circuiting and relocate monitors as defined. Refer to allowances for budget and further definition.
5. Electrical - New security room and equipment in Expansion. Provide new equipment for monitoring at Security 1770, Security Workroom 1760, Toilet 1765, and Storage 1766. Security monitoring at 1170. Reception and ID photography at workroom. Storage 1766 to “double” as holding area. Refer to allowances for budget and further definition.
6. Mechanical - Upgrade of existing Smoke Evacuation including controls, electrical, and added equipment at Existing Exhibit Halls A, B and C only. Does not included lobbies’, meeting rooms, ballrooms or offices. Existing smoke control/removal air handling units shall be placed on emergency power. The existing DDC system serving these units shall be provided with an uninterruptible source of power and shall be connected to the emergency power system. This scope is un-defined in the GMP documents and is included as a design allowance. Refer to allowances for budget and further definition.
7. Architectural - Interior Signage for Expansion, previous soft cost budget. Interior signage only, excludes electronic signage and clarions. Outlined in 100% DD documents – Volume 1, G1.1A – G103. Pricing to include conduit for power/data only to Clarion screens. Clarion screens to be priced as add alternates and are excluded from this item.
8. Structural – Upgrade Roof Structure for loading of possible Eco Roof at Loading Dock. ECO roof excluded and listed as Alternate 8 below. Structural upgrades to support 20 psf maximum Eco Roof are included in base GMP documents.
9. Electrical – Add new generator to existing building and replace and salvage existing. Remove the existing 500 kW diesel generator set including day tank, muffler, and related piping and retain for salvage value through the GMP. Remove the existing motorized dampers and demolish interior wall to create additional floor space. Provide new 1500

- kW diesel generator set with base-mounted fuel tank, 3000 amp automatic transfer switch, motorized dampers for intake and exhaust air, 3000A busway, and muffler with exhaust piping. Refer to allowances for budget and further definition.
10. New Fire Pump for Existing fire sprinkler system. Expansion includes new pump. The new fire pump in the addition will serve both the expansion and the existing building. This alternate will delete the cross connect piping extending from the new fire pump to the existing automatic sprinkler systems. Deductive cost and part of the GMP.
  11. Close Condenser Loop for Existing Refrig and Ice Machines. Upgrade plate-and-frame heat exchangers between the load and the open cooling towers to accommodate existing and expansion. Install the associated pumps, piping, and controls. Increase the pipe size to the cooling towers to accommodate increased flow rate for the building addition. Cleaning of existing is excluded, see Alternate 10.

### GMP ALLOWANCES

Following is a listing of the GMP ALLOWANCE items, which are included as allowances within the GMP Pricing and scope of work. Pricing allocations have been agreed to by all parties. Allowance costs to be adjusted by the GMP Contingency to reflect final costs of these line item allowances. -It is agreed by the Owner and Contractor that once the design is complete and the work is bid in the market place, the Contractor is to finalize all Allowance costs and close out all Allowances and incorporate the work into the GMP.

It is agreed by all parties that the following Allowance items are defined a **DESIGN ALLOWANCES** and the design team and owner are to provide a design that meets the budget constraints and GMP Allowance amounts defined as follows:

**TOTAL ALLOWANCE AMOUNTS - ~~\$30,320,649~~ 4,100,000**

1. **AudioVisual – \$1,500,000.00**  
(equals GMP equipment budget of \$2,100,000 less telecommunications of \$600,000)  
*Allowance is a design allowance and design team and owner agree to maintain the scope of work and design within this allowance budget. This Allowance and the AudioVisual component of this allowance includes:*
  - Wiring;
  - headend equipment;
  - fixed speakers and fixed jacks and connections;
  - **GMP Electrical scope of work** – this allowance does not include all electrical conduit, raceway, and power to support the system as will be required by the Electrical documents for the AudioVisual system. Costs included within the Electrical GMP budget.
  - **Video Equipment** – this allowance does not include video equipment to be supplied and paid for by the owner outside the GMP budget. This equipment includes screens, VCR's, projectors, DVD's, video recorders, and all similar items. These items may cost as much as \$300,000 and are budgeted and provided by the owner.

- **Existing AV**– this allowance does not include upgrade to the existing facility, in part or in whole. Refer to Alternates 16, 17, and 18 listed above.

**2. Telecommunications System – \$600,000**

(equals GMP equipment budget of \$2,100,000 less AudioVisual of \$1,500,000)

*Allowance is a design allowance and design team and owner agree to maintain the scope of work and design within this allowance budget.* The Telecommunications component of this allowance includes:

- Wiring;
- headend equipment;
- fixed jacks and connections;
- **GMP Electrical scope of work** – this allowance does not include all electrical conduit, raceway, and power to support the system as will be required by the Electrical documents for the Telecommunications system. Costs included within the Electrical GMP budget.
- **Telecom Equipment** – this allowance does not include telecom equipment to be supplied and paid for by the owner outside the GMP budget. This equipment includes phones, network links, and all similar items. These items are budgeted and provided by the owner.
- **Existing Telecommunications**– this allowance does not include upgrade to the existing facility, in part or in whole.

**3. ELECTRICAL Design Allowance – \$12,483,350**

(equals GMP budget of \$13,875,092 less temp. power of \$391,742 less \$1,000,000 VE)

*Allowance is a design allowance and design team and owner agree to maintain the scope of work and design within this allowance budget.*

**GMP VE EL 1 from GMP Exhibit A-6: Reduce electrical system costs to design allowance.** Electrical systems to be redesigned to include

deletion of garage security systems (conduit and power to remain in base GMP);

modify floor boxes to gain savings;

reduce or eliminate minimum conduit sizing, delete conduit grounding requirements,

allow MC cable at exhibit halls and other areas;

delete third party primary switch for future transformer;

use aluminum winding for transformers;

reduce TVSS requirements; reduce dimming system requirements;

provide alternative floor boxes for ballrooms and meeting rooms;

Relocation of overhead power lines – budgeted at \$75,000;

and other items required to obtain required cost savings.

**4. GMP VE S-8 from GMP Exhibit A-6 – \$250,000: Reduce site lighting/power by \$250,000.**

*This is a design allowance goal to reduce the scope of site lighting and power, and more closely match existing lighting schemes. This will include postponed work at the south lot.*

*Allowance is a design allowance and design team and owner agree to maintain the scope of work and design within this allowance budget.*

**This will reduce the above Electrical Design Allowance to \$12,233,350**

(equals GMP allowance above of \$12,483,350 less \$250,000 VE)

**5. MECHANICAL Design Allowance — \$13,487,299**

(equals GMP budget of \$15,043,285 less temp. heat of \$55,986 less \$1,500,000 VE)  
*Allowance is a design allowance and design team and owner agree to maintain the scope of work and design within this allowance budget.*

~~GMP VE M-1,2 from GMP Exhibit A-6: Reduce mechanical system costs to design allowance. Mechanical systems to be redesigned to include:~~

~~Deletion of new chiller, boiler, ventilation, cooling tower and related equipment Includes deleting tie of proposed new boiler to existing system for added capacity for Expansion. Delete new 10,500 MBH input, natural gas-fired, water tube heating boiler water boiler with power burner and associated gas piping, heating water piping, natural gas piping, and automatic temperature controls. Electrical to delete all fan connections. Costs deletions also included tie into existing boiler flue. Delete tie to new Chiller to existing system for added capacity of Expansion. Delete one, new, 800-ton, high efficiency, centrifugal water chiller and associated pumps, piping, electrical service and automatic temperature control. Delete gateway between chiller control panel and existing Siebe DDC system. Electrical to delete circuits for chiller and associated pumps. Also delete Ventilation of Existing Chiller Room. Install code required refrigerant leak detection equipment, emergency breathing apparatus, and an emergency ventilation system. Delete associated electrical support, plumbing and ductwork to building exterior and associated controls. Delete relocation of Existing air compressor, identified on the GMP documents, is also part of this scope VE reduction.~~

~~Reduction of CFM loads — Exhibit spaces reduced to 2.3cfm — ballrooms reduced to 3.0 cfm — Meetings rooms to remain 2.33 cfm — lobbies to remain 2.67 cfm — pre function to be reduced to 2.67 cfm;~~

~~reduce hose bib counts in garage by half;~~

~~reduce fire protection coverage and density to code minimums, including rated “extra Ordinary” area to code minimums;~~

~~delete interior AHU lights, transformers and associated panels;~~

~~modify garage culvert piping from concrete to metal or plastic without transitions;~~

~~reduce control requirements and place design allowance on costs;~~

~~modify floor box requirements and systems;~~

~~look into cloth duct work as alternate to hard duct;~~

~~reduce or eliminate branch duct at exhibit halls;~~

~~delete remote process cooling piping;~~

~~delete half of roof drains running to rain garden;~~

~~and other items required to obtain required cost savings.~~

**6.3. \_\_\_\_\_ Carpeting Allowance - \$55 per SY. - \$/SY ALLOWANCE.** *Allowance is a design allowance and design team and owner agree to maintain the scope of work and design within this allowance budget.* This allowance is for material and installation costs only as defined by ZGF. ~~GMP VE C-28 from GMP Exhibit A-6: Reduce carpet costs to design allowance.~~ All public area carpeting will be reduced to \$55/sy installed.

~~7. GMP VE S-3 from GMP Exhibit A-6 — \$/VE ALLOWNACE: Allowance is a design allowance and design team and owner agree to maintain the scope of work and design within this allowance budget. Simplify south end planter walls. Reference drawing A1.2.~~

This is a design allowance goal to eliminate the number and complexity of the brick retaining walls at the SE corner.

~~8-GMP VE S-6 from GMP Exhibit A-6 - \$/VE ALLOWNACE: Allowance is a design allowance and design team and owner agree to maintain the scope of work and design within this allowance budget. Simplify rain garden at SW corner. Reference drawings A1.3 and L1.3. This is a design allowance goal to reduce the costs of the rain garden feature and surrounding landscaping. Ideas include, but are not limited to deleting steel grating bridges, reducing number of columnar boulders, reducing amount of plantings and reducing water surface area.~~

9.4. Skylight - \$2,000,000

GMP VE C-1 from GMP Exhibit A-6- \$/VE \$2,000,000 Skylight ALLOWNACE: Allowance is a design allowance and design team and owner agree to maintain the scope of work and design within this allowance budget. Reduce skylight costs by \$1,500,000. Redesign skylight to meet design allowance of \$2,000,000 for structural steel, flashing and copings, and associated glazing. Refer to ZGF document GMP VE-2, VE-3, VE-4.

10.5. GMP VE C-24 from GMP Exhibit A-6- \$/VE ALLOWNACE: Allowance is a design allowance and design team and owner agree to maintain the scope of work and design within this allowance budget. Reduce acoustical panel costs to design allowance. Panels in lobbies, meeting rooms, pre-function and ballrooms are set at \$15/sf supplied and installed and panels in exhibit halls are set at \$10/sf supplied and installed. Reference drawings A7.5 for typical ballroom, A7.2/3 for typical meeting rooms, A7.4 for typical lobbies and pre-function and drawing A7.6 for typical exhibit hall acoustical panel locations.

## GMP ALTERNATES

### **GMP ALTERNATES – To be Defined through Bid documents**

Following is a listing of GMP ALTERNATE items that are not included, in part or in whole, within the GMP Scope of Work, GMP Pricing or GMP Contingency. These Alternates and all associated costs will be added to the GMP Scope of Work only as funds become available through the GMP contract and GMP Contingency as agreed in writing by both the Owner and Contractor. These items are to be addressed after Design Deadband period ending October 1, 2001. The following items do not have design definition and final design is required to confirm scope of work and final costs:

#### **Item Description –**

Alternate 1 - Add tenant improvements to office spaces at level 108. Office suite bounded on south by Storage 3470, Small conference 3540, and back entrance including door 3620. Office

suite extends to the north to Office 3830 and Open Conference 3850. Boundary wall to frames and solid doors for 3620, 3670 and 3850. Stub out for fixtures at Toilet 3550, Toilet 3560, and Kitchen 3680. This Alternate includes lighting, mechanical, plumbing, electrical, drywall, ceilings, floorcoverings and all finishes are included. The base GMP scope of work provides for minimum improvements to the extent required to gain occupancy permits for the building as a whole.

**Alternate 2** - TI of VIP Area in Expansion at level 108. VIP Area bounded on south by door 3291, on east by Entry 3410, on north by Shower/Dressing 3440. Same assumptions for build out as Office Suite. This Alternate includes lighting, mechanical, plumbing, electrical, drywall, ceilings, floorcoverings and all finishes are included. The base GMP scope of work provides for minimum improvements to the extent required to gain occupancy permits for the building as a whole.

**Alternate 3** - TI for retail, meeting space, and TI of existing mezz (EPO Area) for tickets and security staff at level 83'. Meeting 1870, 1880, 1940, 1950. Include doors and curtain wall with opaque frit pattern to obscure view into rooms. EPO Area actually occurs on 95.5' level. This Alternate includes lighting, mechanical, plumbing, electrical, drywall, ceilings, floorcoverings and all finishes are included. The base GMP scope of work provides for minimum improvements to the extent required to gain occupancy permits for the building as a whole

**Alternate 4** - Exterior Signage and sign monuments and structure/foundations for Expansion - (Not Electronic portion of sign, see Alternate below). Design to match character of existing monument signs. New sign at First and Holladay, MLK and Lloyd, First and Oregon, and renovation of two existing signs, for a total of 5 signs. GMP scope of work includes code required exterior signage only, including new signage for parking garage entrances and handicap identification and new address numbers applied to building at roofline. Data and electrical conduits will be roughed in for 3 exterior signs as shown in base GMP documents (60 amp service), location TBD.

**Alternate 5** - Remodel existing Security System Devices. 16 interior and 7 exterior Cameras and existing Door Control/Monitoring Only. Head End equipment included in item 4 listed above. Upgrade existing system to match new proposed security system in expansion. Includes all electrical and equipment required for upgrade. This is separate from item 5 of GMP scope adds listed above.

**Alternate 6** - Upgrade/replace existing Fire Life Safety system. Upgrade existing system to match new proposed Fire Life Safety system in expansion. Includes all electrical and equipment required for upgrade. GMP excludes any and all upgrades to existing system. Without execution of alternate, the facility will have two stand alone fire life safety systems, one at expansion, and one at existing.

**Alternate 7** - Seismic Upgrade of existing Cooling Towers. Because the design team does not have specific information on the existing cooling towers or the existing support piers it is difficult to provide specific information on what will be necessary to facilitate the seismic upgrade. It is likely that the existing anchorage of the existing unit to the existing support piers will require reinforcing and that the existing piers will require bracing. Pier bracing could be accomplished with a pair of steel angle or tube kickers, placed 90 degrees to each other, at each pier. The kickers/braces would connect to the existing roof structure (penetrate the existing roofing). It is likely that the existing roof structure would require reinforcing/bridging/stiffeners at these locations. Most of the costs will likely be associated with non-structural elements such as roofing and flashing repairs, relocating/rerouting piping/utilities as necessary, and costs for gaining access



to reinforce existing structural elements. Once specific information on the existing cooling tower and its supports can be provided the design team can provide a preliminary design.

**Alternate 8** - Eco Roof System including soil, planting and drainage (structure included in item 10 above). 20-lb system is assumed for structural upgrade with structural upgrade included in GMP scope of work. Alternate includes deletion of current roofing and substitute Soil, to be of light mixture (including pumice), and vegetation to be of low profile, lightweight, minimal root structure. No grasses, plants or trees or irrigation are to be included.

**Alternate 9** - Integrate Existing Head End HVAC DDC System with New Expansion DDC Head End through the addition of a data gateway and system integration between the existing DDC system and the new DDC system for the Expansion. The new DDC system for the addition is BACnet compliant and can control existing equipment. Therefore, converting the existing DDC system head-end to BACnet brings no added value to the project. The existing head-end will not be used for everyday control or trend logging. It will only be used to occasionally implement new proprietary control logic in the existing building. Without execution of alternate, the facility will have two stand alone fire life safety systems, one at expansion, and one at existing.

**Alternate 10** - Close Condenser Loop for Existing Refrig and Ice Machines. Thoroughly clean the existing process cooling water system and the waterside of all connected appliances. Provide a source of temporary cooling water to the connected appliances while the process cooling water system is being modified and cleaned.

**Alternate 11** - Revise compressed air system for existing Exhibit Halls and tie to Expansion. Loop the existing buried compressed air system to reduce line pressure loss. New loop piping shall be no smaller than the existing primary compressed air branch piping. Provide isolation valves. Scope needs to be defined and ability to expose existing system under concrete needs further discovery.

**Alternate 12** - Telecom Upgrade at Existing facility and modified distribution. **Sparling to Add description and features of allowance item, document tracking scope, and impacts to surrounding work.**

**Alternate 13** - Concessions and Kitchen tenant improvements. GMP scope of work excludes equipment and finishes, including all furnishings. This Alternate includes lighting, mechanical, plumbing, electrical, drywall, ceilings, floorcoverings, countertops, SS shelves and furnishings, tubs and sinks and all finishes are included. GMP includes rough in of MEP and the base GMP scope of work provides for minimum improvements to the extent required to gain occupancy permits for the building as a whole.

**Alternate 14** - LEED's program. Credits previously identified as obtainable and least expensive. Rating goal is for certification only - 26 to 33 credits. All LEEDS related items are included within the Alternate and are excluded from the GMP Scope of Work.

**Alternate 15** - Upgrade Existing AV head end for the existing system, to be compatible and tie to expansion system. Alternate includes all electrical conduit, raceway, and power to support the system as will be required by the Electrical documents for the AudioVisual system. The AudioVisual component of this allowance includes wiring, headend equipment, fixed speakers and fixed jacks and connections.

**Alternate 16** - Upgrade Existing AV system speaker and boxes in Existing Ballroom and Meeting. Allowance includes all electrical conduit, raceway, and power to support the system as will be required by the Electrical documents for the AudioVisual system. The AudioVisual

component of this allowance includes wiring, headend equipment, fixed speakers and fixed jacks and connections.

**Alternate 17** - Replace Existing AV wiring. Allowance includes all electrical conduit, raceway, and power to support the system as will be required by the Electrical documents for the AudioVisual system. The AudioVisual component of this allowance includes wiring, headend equipment, fixed speakers and fixed jacks and connections.

**Alternate 18** - Upgrade Existing Light Control System, to be compatible and tie to expansion system. Without execution of this alternate, the facility will have two stand alone lighting control systems, one at expansion, and one at existing.

**Alternate 19** - Tenant Improvement of existing OCC and MERC Administration office Area. Existing OCC Office Suite and existing MERC Office Suite at level 108' in existing facility are proposed for remodel upon relocation of these functions into OCC Expansion. Remodel to include open office, meeting rooms, two unisex toilets per suite, small reception area (similar to existing), and perhaps kitchenette (coffee pot, sink, minimal casework). This Alternate includes lighting, mechanical, plumbing, electrical, drywall, ceilings, floorcoverings and all finishes are included. The base GMP scope of work excludes all work to this existing space.

**Alternate 20** - Remodel Existing Operations Area for increase staff. At existing Operations Area (located at northwest corner of loading dock), proposal is to create additional office and meeting space. Schematic drawings indicate locker room remodel/expansion to include existing rooms 1210, 1212 & 1213. New breakroom will encompass existing office suite 1202 and open area adjacent toward the loading dock. New mezzanine space will infill over existing Operations Office 1202 and adjacent space toward the loading dock. New office space will be built over the existing Electrical Shop 1200 & 1201 including mezzanine floor infill over corridor 1196. Office suite will require a added hydraulic elevator and machine room for ADA access at open passageway between existing rooms 1198 & 1199. This Alternate includes lighting, mechanical, plumbing, electrical, drywall, ceilings, floorcoverings and all finishes are included. The base GMP scope of work excludes all work to this existing space.

**Alternate 21** - Replace existing carpet. Tie-in at MLK lobby to new space included in GMP. Carpet in MLK lobby elevation 95.5 is included in GMP scope of work, balance of existing carpet is included within this Alternate. New carpet to match proposed quality will replace balance of carpet throughout the facility where currently existing, and is currently valued at \$60 per SF.

**Alternate 22** - Replace vinyl wall covering at existing facility. Vinyl wallcovering to match proposed quality for expansion will replace existing wall covering throughout public spaces (Ballroom, Meeting Rooms, Prefunction).

**Alternate 23** - Replace existing lobby furniture. Direct replacement - not an increase of quantity, but upgrade of quality.

**Alternate 24** - Install VAV at Existing Exhibit Hall Units. Convert the existing constant volume air handling units to variable airflow. Install VFDs. Replace fan motors with motors compatible with VFDs. Modify DDC system as required to accommodate fan speed control.

**Alternate 25** - New Interior Signage for Existing, with the design to be consistent with the expansion. Excludes Clarion and electronic signage (Alternate 27). This alternate includes all signage at the existing facility. Proposed signage for the existing facility will exactly match that proposed for the expansion. See signage package included in 100% DD package.

**Alternate 26** - New Interior Electronic Signage for Expansion. Clarion and electronic signage. See sheet G100 of 100% DD package for optional electronic screens and for quantities. Data and electrical rough in for future work per this alternate included in Base GMP scope of work.

**Alternate 27** - New Exterior Electronic event signage for Expansion and Existing facility. Match existing monument signs and reader boards. New sign at First and Holladay, MLK and Lloyd, First and Oregon, and renovation of two existing signs, for a total of 5 signs. Alternate 4 adds base monument signage, with this alternate adding the electronic portion of the sign.

**Alternate 28** - Remodel Existing Kitchen and Kitchen Office Area. Expansion or relocation of existing Kitchen Office 1135 (possible relocation to portion of Dry Storage 1134) – double existing square footage. Reorganization of existing Dishwashing 1149, with potential expansion into Banquet Beverage Storage 1156 for additional staging and china storage. No new equipment; quarry tile, Acrovyn wainscot, heavy-duty paint, mylar ceiling tile. This Alternate includes lighting, mechanical, plumbing, electrical, drywall, ceilings, floorcoverings and all finishes are included. The base GMP scope of work excludes all work to this existing space.

**Alternate 29** - Replace Fire Evacuation PA system at Existing facilities (audio and speakers only). Remove the interconnection of the fire alarm and paging system and provide a new UL-listed, FM-approved voice evacuation system including headend amplifiers and digital voice module, wiring in conduit, and speaker/strobes in all ballrooms, meeting rooms, exhibit halls, prefunction areas and other general service spaces. Refer to Alternate 6 for headend modifications to existing systems.

**Alternate 30** - Restoration of Existing Meeting Rooms finishes. Carpet and vinyl wallcovering fall under Alternates 24 and 25. The only other finishes to restore would be wood accent banding. The base GMP scope of work excludes all work to this existing space.

**Alternate 31** - Replace Existing Cooling Towers. Replace the existing cooling towers with new towers of the same type and configuration and capacity.

**Alternate 32** - Upgrade to electronic locking system at Existing meeting and ballrooms. Replace existing key system with plastic card key system (similar to replacement cards hotels use).

**Alternate 33** - Upgrade existing cooling towers to variable speed fans. Provide VFD fan speed controllers for each cooling tower. Replace fan motors if they are not compatible with VFD operation. Modify existing DDC controls to accommodate VFDs.

**Alternate 34** - Upgrade and modify systems as identified in GMP for recommendations to be gained from ongoing Energy Analysis. Any and all recommendations to date are excluded from the GMP and are to be part of this alternate.

**Alternate 35** - GMP VE G-2 and G-3 from GMP Exhibit A-6: Postponing of painting of garage concrete/cmu walls and ceiling removed through VE from GMP scope of work. Walls and ceilings will be point and patched only. Add back painting of garage walls and ceilings through this alternate. This is only for level P2 as level P1 has insulation above. Slab bottom will be point and patched only.

**Alternate 36** - GMP VE G-5 from GMP Exhibit A-6: Deleting parking garage precast parking bumpers/wheel stops removed through VE from GMP scope of work. Reference drawings A2.11 to A2.14. Add back precast parking bumpers/wheel stops in garage except at accessible route along grid 5 (both levels) through this alternate.

**Alternate 37** GMP VE G-4 from GMP Exhibit A-6: Postponing parking equipment at garage entries removed through VE from GMP scope of work. Reference drawings A2.52 and A2.56. Conduits, loop sensors and booths will remain part of base GMP scope. Add back postponed scope which includes gates, card readers, ticket machines, cashier's clock, fee computers and software through this alternate.

**Alternate 38** - GMP VE C-20a from GMP Exhibit A-6: Elimination catwalk in exhibit hall E removed through VE from the GMP scope of work. Reference drawing A2.27, grid D to F, and grids 14 to 17. Add back Catwalk support structure, associated structure and access door through this alternate.

**Alternate 39** - GMP VE C-27 from GMP Exhibit A-6: Deletion of MLK existing lobby carpet upgrades removed through VE from GMP scope of work. Add back new carpeting at this location through this alternate.

**Alternate 40** - GMP VE S-1 from GMP Exhibit A-6: Deletion of South Lot improvements removed through VE from the GMP scope of work. Add back all South Lot improvement through this alternate.

**Alternate 41** - GMP VE G-6a3 from GMP Exhibit A-6: Postponed concrete sealer of level P2 concrete floor (SOG) removed through VE from the GMP scope of work. Level P1 (PT deck) will still receive sealer. Add this sealer back into the scope of work through this alternate.

**Alternate 42** - GMP VE C-4a from GMP Exhibit A-6: Southern operable partition in hall E removed through VE from the GMP scope of work. Reference drawing A2.17. Support structure, tracks, doors and cap wall will be retained in base scope. Add this operable partition back into the scope of work through this alternate.

**EXHIBIT A-5**

**Oregon Convention Center Expansion  
GMP SCHEDULE**

Date: January 22, 2001

1. Attached Schedule dated January 10, 2001 – FOR INFORMATION ONLY

## EXHIBIT A-6

### Oregon Convention Center Expansion GMP VALUE ENGINEERING LIST

DATE: January 22, 2001

The following Agreed upon Value Engineering items are incorporated into the GMP Pricing. It is understood by the parties to this agreement that the following items shall be incorporated into the final construction and contract documents in order to recognize the cost reductions reflected within the Contractors GMP pricing:

1. Refer to attached Cost Optimization List and GMP Summary dated January 10, 2001. VE identification numbering and costs are detailed on this attached listing.
2. S-1: Postpone south lot development. Reference drawing A1.2. Repair work will be done after construction trailers are removed to bring the area back to original/existing condition. The postponed work consists of new curbs, concrete walks, landscaping, striping and entry drive as defined on GMP documents. Site lighting is included elsewhere. This will become **alternate 40**.
3. S-3: Simplify south end planter walls. Reference drawing A1.2. This is a **design allowance goal** to eliminate the number and complexity of the brick retaining walls at the SE corner.
4. S-5: Eliminate granite pavers at exterior plaza. Reference drawings A1.2 and A1.5. Delete granite pavers and replace with brick to match other brick used in sidewalk paving details.
5. S-6: Simplify rain garden at SW corner. Reference drawings A1.3 and L1.3. This is a **design allowance goal** to reduce the costs of the rain garden feature and surrounding landscaping. Ideas include, but are not limited to deleting steel grating bridges, reducing number of columnar boulders, reducing amount of plantings and reducing water surface area.
6. S-7: Delete stone benches. Reference drawings A1.2 and A1.5. Delete monolithic stone benches from the scope. Benches to be supplied and installed by owner at a later date under a separate budget.
7. S-8: Reduce site lighting/power by \$250,000. This is a **design allowance goal** to reduce the scope of site lighting and power, and more closely match existing lighting schemes. This will include postponed work at the south lot.
8. G-1a&1b: Reduce garage ramp by four bays. Reference drawing A2.12A. The lower garage ramp will terminate at grid 12 instead of grid 16. This will eliminate 26 parking stalls from the garage. Ventilation to the ramp will be reduced. Refer to ZGF document GMP VE-1.
9. G-2: Postpone painting of garage concrete/cmu walls. Walls will be point and patched only. This becomes part of **alternate 35**.
10. G-3: Postpone painting of garage ceiling. This is only for level P2 as level P1 has insulation above. Slab bottom will be point and patched only. This will become part of **alternate 35**.
11. G-4: Postpone parking equipment at garage entries. Reference drawings A2.52 and A2.56. Conduits, loop sensors and booths will remain part of base GMP scope. Postponed scope includes gates, card readers, ticket machines, cashier's clock, fee computers and software. This will become **alternate 37**.

12. **G-5:** Delete parking garage precast parking bumpers/wheel stops. Reference drawings A2.11 to A2.14. Delete precast parking bumpers/wheel stops in garage except at accessible route along grid 5 (both levels). This will become alternate 36.
13. **G-6a:** Postpone concrete sealer of level P2 concrete floor (SOG). Level P1 (PT deck) will still receive sealer. This will become alternate 41.
14. **C-1:** Reduce skylight costs by \$1,500,000. Redesign skylight to meet design allowance of \$2,000,000 for structural steel, flashing and copings, and associated glazing. Refer to ZGF document GMP VE-2, VE-3, VE-4.
15. **C-2&2a:** Eliminate plaster acoustical cap below ballroom. The plaster acoustical cap (similar to existing facility) below the ballroom can be eliminated per the acoustical engineer. The meeting room ceilings will be hung directly from the structure above. This is not shown on GMP documents, added through design clarification to match existing conditions. No acoustical separation will be required due to sufficient concrete thickness (4-½ inch) and acoustical separation.
16. **C-4a:** Delete and make southern operable partition (grid G.5) in hall E an alternate. Reference drawing A2.17. Support structure, tracks, doors and cap wall will be retained in base scope. Partition at grid line H to remain in place. This will become alternate 42.
17. **C-7a:** Change bottom 3' of "drum" glazing to metal panel. Reference drawing A4.5. Shorten glazing height by 3' to be able to use storefront system in lieu of curtainwall. Reference drawing 1/A3.17 to increase performed metal siding to elevation 148 from 145. Eliminate steel structure behind glazing. Dimension segments for optimum glass size. Refer to ZGF document GMP VE-2, VE-3 and VE-5.
18. **C-8:** Change stainless steel cladding at MLK storefront to aluminum. Reference drawing A3.11. Replace 1/8" stainless steel base and coping with composite aluminum panels to match the other panels. This is a material change only.
19. **C-10:** Keep existing entry canopy, design new entry canopy to match existing. Reference drawings A2.16, A2.21 and A3.15. Existing MLK entrance canopy at lobby will be left in place with addition of a new spire to match design review requirements. Design new entrance canopy (grids H/1) to match existing with spire. Refer to ZGF document GMP VE-6.
20. **C-12:** Delete concrete roof planters at SW corner of building, replace with fiberglass planter pots. Reference drawings A2.35, A3.25 and L4.3. Delete CIP concrete planters and waterproofing. Extend roofing over areas covered by planters and complete back of parapet. Add back 40 freestanding fiberglass pots with plantings to sit on roof membrane and to be connected to back of parapet. Irrigation not required and is excluded from GMP.
21. **C-14:** Change exterior precast wall panels at loading dock to site-cast tilt-up concrete walls. Reference drawing A3.1, detail 7. Detail 2 on A4.6 showing interior CMU wall and insulation to remain. Exterior walls to be cast on site and placed with crane. Connection detail similar to precast option. These concrete tilt-up walls will not be structural walls (seismic or gravity).
22. **C-15:** Change east storefront bracing finishes from stainless steel finish to a painted steel finish. Reference drawing A3.11, detail 1. The rod bracing is to be painted steel as shown in the drawings and details, and not as indicated in questions and clarifications.
23. **C-16:** Change wall base in public areas from stainless steel to wood. The wood base is to match existing. The wall base is to be wood as shown in the drawings (A7.1) and details, and not as indicated in questions and clarifications.
24. **C-17:** Change MLK lobby meeting room/office entries from stainless clad storefront to standard storefront. Reference drawings A2.16, A2.19, A2.22, 3/A7.1 and 1/A7.2 and details A8.12. Use a standard interior storefront at these locations (no stainless steel).

25. **C-18:** Delete metal wall panels/sign band above meeting rooms and exhibit hall entries. Reference drawings 3/A7.1, 2/A7.4 and 3/A7.4. Use paint in lieu of panels.
26. **C-20a:** Eliminate catwalk in exhibit hall E. Reference drawing A2.27, grid D to F, and grids 14 to 17. Catwalk support structure, associated structure and access doors are to be deleted. This will become **alternate 38**.
27. **C-21a:** Eliminate screen wall above loading dock. Reference drawings A2.35 and A3.1. Eliminate screen wall and associate structure on grid 19 from H to K.5. Roofing to carry through with out added parapet wall.
28. **C-23:** Replace service area stainless steel wainscot with plastic wall covering and bumper rail to match existing service areas. References finish schedule note 17.
29. **C-24:** Reduce acoustical panel costs to **design allowance**. Panels in lobbies, meeting rooms, pre-function and ballrooms are set at \$15/sf supplied and installed and panels in exhibit halls are set at \$10/sf supplied and installed. Reference drawings A7.5 for typical ballroom, A7.2/3 for typical meeting rooms, A7.4 for typical lobbies and pre-function and drawing A7.6 for typical exhibit hall acoustical panel locations.
30. **C-27:** Postpone replacement of MLK lobby carpet. Reference drawing A2.21. The existing lobby at elevation 95.5 will not be re-carpeted at this time. Some repair will have to be done at the perimeter border. There will be new carpeting at new lobby 2000 with added banding to separate new from existing. Refer to ZGF document GMP VE-7.
31. **C-28:** Reduce carpet costs to **design allowance**. All public area carpeting will be reduced to \$55/sy installed.
32. **C-29:** Reduce hall E height to match other halls. Reduce bottom of truss elevation to 30' to match hall D. This will also reduce the elevation of the skylight base on the NW side. Drawing elevations A3.1, details 4, 6, and 7 show elevated hall E that is to be eliminated and reduced in height. Refer to ZGF document GMP VE-2, VE-3 and VE-4.
33. **M-1,2:** Reduce mechanical system costs to **design allowance**. Mechanical systems to be redesigned to include deletion of new chiller, boiler, ventilation, cooling tower and related equipment; Reduction of CFM loads – Exhibit spaces reduced to 2.3cfm – ballrooms reduced to 3.0 cfm – Meetings rooms to remain 2.33 cfm – lobbies to remain 2.67 cfm – pre-function to be reduced to 2.67 cfm; reduce hose bib counts in garage by half; reduce fire protection coverage and density to code minimums, including rated “extra Ordinary” area to code minimums; delete interior AHU lights, transformers and associated panels; modify garage culvert piping from concrete to metal or plastic without transitions; reduce control requirements and place design allowance on costs; modify floor box requirements and systems; look into cloth duct work as alternate to hard duct; reduce or eliminate branch duct at exhibit halls; delete remote process cooling piping; delete half of roof drains running to rain garden; and other items required to obtain required cost savings.
34. **ME-3:** Eliminate all heat trace on pipes in garage as defined in Electrical and Mechanical drawings and specifications. This will affect electrical and mechanical scopes of work. Leave insulation only on piping in base GMP scope and delete heat tape and electrical requirements. Refer to ZGF document GMP VE RA-24.
35. **EL-1:** Reduce electrical system costs to **design allowance**. Electrical systems to be redesigned to include deletion of garage security systems (conduit and power to remain in base GMP); modify floor boxes to gain savings; reduce or eliminate minimum conduit sizing, delete conduit grounding requirements, allow MC cable at exhibit halls and other areas; delete third party primary switch for future transformer; use aluminum winding for transformers; reduce TVSS requirements; reduce dimming system requirements; provide alternative floor boxes for ballrooms and meeting rooms; and other items required to obtain required cost savings.



36. GC-1: Eliminate Hoffman bond requirements and associated costs. On or before 30 days from the date of this agreement, and at the sole election of Owner, the Contractor shall furnish Owner with either (a) a corporate surety bond or (b) a Guaranty Agreement from Hoffman Corporation, wither to be in a form acceptable to Owner, in the full amount of the GMP, which shall insure full compliance, full execution and performance of this Agreement by the Contractrors in accordance with allow of its term provisions. Any and all costs for the surety bond (item "a" above), shall be paid outside the GMP from the Owners budget.

**EXHIBIT A-7**

**Oregon Convention Center Expansion  
Corporate Guaranty Agreement**

Date: January 22, 2001

1. On Hold pending GMP Exhibit A-1 clarification.

**EXHIBIT A-8**

**Oregon Convention Center Expansion  
Metro General Conditions – Modified and Final**

---

Date: January 22, 2001

1. Attached are Final Metro General Conditions for reference.

## AGREEMENT

Contract No. \_\_\_\_\_

MERC  
777 NE Martin Luther King, Jr. Blvd.  
PORTLAND, OREGON 97232

### OCC Expansion Construction

**THIS AGREEMENT** made and effective this 18th day of January, 2001, by and between the Metropolitan Exposition-Recreation Commission (MERC) a commission of Metro, hereinafter called "Owner," and Hoffman Construction Company of Oregon, hereinafter called "the Contractor."

### WITNESETH:

That the Contractor and Owner 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 Owner, 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:

### Oregon Convention Center Expansion Construction

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) Owner's Request for Proposal number OOR-5-MERC, issued January 31, 2000 and all subsequent Addenda and Metro General Conditions as modified and attached to GMP Exhibit A-8; (2) The Contractor's response to the Request for Proposal, dated March 1, 2000 and interview materials, (3) The drawings and specifications, dated November 27, 2000 which were the basis of the Guaranteed Maximum Price (GMP) proposal (refer to GMP Exhibit A-3); (4) The Contractor's GMP Budget Proposal dated January 3, 2001, GMP Estimate Summary Sheet attached to GMP Exhibit A-1, and Exhibits A-2 Exclusions and Qualifications, A-4 Alternates and Allowances, A-5 schedule, A-6 VE Listing 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 entire project by April 15, 2003.

4. **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 Owner and shall be a material breach of this Agreement. Because of the difficulty in determining the actual loss and monetary damages to Owner due to failure to substantially complete the Work by the agreed upon substantial completion date, the Contractor agrees to pay Owner, as damages representing a reasonable approximation of the actual damages which Owner would suffer in such event, and not as penalty, **liquidated damage of \$7,000** for each and every calendar day, in excess of 30 calendar days, that the work on the lower level of the parking garage, (approximately 400 +/- spaces) is not substantially complete starting April 15, 2002 and **\$5,000** for each and every calendar day, in excess of 30 calendar days, that work is not substantially complete on the entire project starting April 15, 2003.

In consideration of the 30 day Liquidated Damage grace period reflected above, Contractor will make its best effort to control and finish work in such a way that will potentially allow for partial owner occupancy (selected areas only) within the 30 day period, preceding substantial completion as conditions may allow. This will be contingent on acquiring the necessary occupancy permits and safety considerations.

Owner will inspect the work and, within 15 calendar days after receiving written notice from the Contractor that the work is complete, either accept the work or reject it and notify the Contractor of work yet to be performed. Owner will make final payment within 30 calendar days after Contractors written notice.

5. **Contractor's Duties and Status:** The Contractor recognizes the relationship of trust and confidence established between the Contractor and Owner by this Agreement. He covenants with Owner to furnish the best skill and judgment and to cooperate with the Project's Architect in forwarding the interests of Owner. The Contractor agrees to furnish efficient business administration and superintendence 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 Owner.

6. **Guaranteed Maximum Price:** This Agreement is a Contract with a guaranteed maximum price, herein referred to as "GMP." The total construction cost, plus allowances (if any), plus any Owner's contingency plus the fixed fee amount, will constitute the GMP.

• Cost of Work	\$87,387,566
• Allowances	\$ 4,100,000
• Contingency	\$ 5,100,000
• Subtotal	\$96,587,566
• Contractor's Fee (1.98% of Subtotal)	\$ 1,912,434
• Total = GMP	\$98,500,000

7. **Basis of Payment:** The basis for payment is the reimbursable costs, as identified hereinafter, plus a Fixed 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. Owner will review and approve payment requests prior to issuance of payment.

(a) **Costs to be Reimbursed:** Subject to the limit established by the GMP, Owner 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 Owner.

- (1) Salaries or wages of all craft labor, including field foremen, 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 salaried employees when stationed at the field office; employees engaged at shops or on the road and in expediting the production or transportation of materials or equipment together with an agreed upon percentage for fringe benefits. The number of employees is subject to prior agreement and approval of Owner.
- (3) It is the intention of the parties that Job Services work authorized by this Contract will be reimbursed and treated as a subcontract. For that portion of the work described as job services the Contractor may use Contractor-furnished craft labor. The Owner will reimburse the Contractor for this craft labor for the direct cost of wages, payroll taxes and fringe benefits plus a 3 percent surcharge to cover the cost of the craft labor administrative expense. In the event the Contractor elects to use hourly employees for non-self performed supervisory work, the 3% surcharge will not apply to the labor charge for such work
- (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 Owner approval.
- (5) With Owner's prior approval, premium overtime costs for any craft labor as referred to in paragraph 7.a.1 of this section, necessary

to maintain the project schedule, when no time extension is allowed.

- (6) Field office supplies and services including office supplies, blueprints, messenger services, fax machines, computers, two way radios, telephone, postage, reproduction, photographs and other equipment or materials that shall be approved by Owner following submittal of listing by Contractor of aforementioned items.
- (7) Safety, safety awards and incentives, safety lunches, drug and alcohol testing, 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 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, bond premiums (both Contractor and subcontractor), insurance premiums and computer charges incurred by the Contractor in connection with the Work. Costs of building permits are not included in the GMP, except as defined in GMP Exhibit A-2.
- (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) Reimbursement for use of Contractor owned equipment shall be at a rate to be agreed upon by Owner prior to start of the Work plus cost of fuel and routine maintenance without additional markup. Prior to use of such equipment, the Contractor shall furnish Owner with an analysis of the cost of rental equipment owned by third parties versus Contractor owned equipment rental rates. For those items of Contractor owned equipment for which the total rental is expected to exceed the replacement cost as determined prior to beginning work, Owner will have the right to discontinue further monthly rental payments beyond the replacement value but retain the service of the equipment; reimbursing the Contractor only for fuel and routine maintenance costs.

- (13) Rental of equipment owned by third party equipment vendors while it is engaged in Contract Work, plus fuel and routine maintenance at the Contractor's actual cost without markup.
- (14) Trade discounts for purchase of materials and services shall accrue to Owner, and cash discounts for prompt payment of invoices shall accrue to the Contractor.
- (15) Cost of data processing services at the Contractor's rates established prior to the start of contract work subject to Owner approval.
- (16) Costs for "offsite" storage of materials subject to Owner approval.
- (17) Costs for Quality Control Program, and other related expenses.

(b) Contingency: is an amount agreed upon by the parties and included within the GMP. This contingency is expected to be utilized and has been established for mutual use by both parties. The contingency funds shall be used by both parties to cover "costs of the work" and for allowance overages or other items that are specifically approved and agreed by both parties in writing. The Contractor may increase the contingency by allocations of funds not utilized within the cost of the work, due to favorable subcontractor costs. Additions to the contingency will be confirmed in writing by the Contractor. The contingency may only be expended by the Contractor for the Cost of the Work with prior written notification and written consent of the Owner.

(c) Allowances: are those items for which there are unidentifiable risks, incomplete designs, or unknown conditions that have been estimated by the Contractor and included in the GMP (see GMP Exhibit A-4). If the final cost of an allowance item is more or less than the estimated amount, the contingency may be increased or decreased by a commensurate amount with Owner approval. In addition, if the contingency is depleted, then Owner shall adjust the GMP by Change Order by an amount equal to the difference between the final cost of the allowance item and the estimated allowance amount, or the GMP Scope of Work may be reduced or adjusted to reconcile final Allowance costs.

#### ALLOWANCE ITEMS

- (1) The GMP includes the listed allowances. Owner will review and approve the Contractor's proposals for each allowance prior to the Contractor commencing work covered by such allowance. Refer to the attached GMP Exhibit A-4 for Alternates and Allowances.
- (2) Unless otherwise stated, these allowances cover all costs related to the described items including material, equipment, delivery, taxes, handling



costs, installation costs, subcontracts and subcontract modifications which shall be documented and reported to Owner.

- (3) The Contractor's costs for overhead and fees shall be included in the fixed fee stated in Paragraph 7 and 9 of this Agreement and shall not be included in the allowances.

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

9. **Contractor's Fee:** Owner agrees to pay the Contractor, in addition to the costs to be reimbursed as described herein, as compensation for Contractor services, a fixed fee of \$1,912,434 which is based on 1.98% of the Cost of the Work, Allowances (if any) and Contingency at GMP establishment.

Notwithstanding the above, the fixed fee will not change unless the final total construction cost, as adjusted by subsequent change orders, increases or decreases the amount of the original construction cost by 10 percent or more. If such increase or decrease occurs, then the fixed fee will be adjusted up or down respectively by the percentage used to establish the fixed fee, but only on that portion of the construction cost above or below the 10% limitation.

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 7.a. (2) of this Agreement.
- c. Overhead or general expenses of any kind, except as these may be expressly included in Paragraph 7 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 Owner's Request for

Proposal, Guaranteed Maximum Price, and Agreement.

g. Profit.

h. Any costs in excess of the GMP.

10. **Items of Work Furnished by Owner:** Certain work, equipment, or building components may be procured by Owner 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 Owner. The Contractor may also be required to install equipment or components furnished by Owner. 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.
11. **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. Owner 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.
12. **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 progress payment of the Contractor's fixed fee equal to the percentage used to establish the fixed fee times the reimbursable costs for each payment request. 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, copies of bills and subcontractors invoices. Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the contract documents. The schedule of values shall allocate the entire GMP among the various pieces of work, except the Contractor's fee, the contingency amount and the allowances shall be shown as separate items. Applications for payment shall show the percentage of completion for each portion of the Work as of the end of the period covered. The percentage of completion shall be the lesser of; (1) the percentage of that portion of the Work that has actually been completed, or (2) the percentage obtained by dividing the expense that has been paid for that portion of the work by that portion of the Work's percentage of the GMP as indicated on the approved schedule of values. Payment requests shall be submitted to Owner, who will promptly verify the correctness thereof for payment. Payment will be due and payable promptly by Owner. 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.

13. **Successors and Assigns:** The Agreement shall insure to the benefit of and be binding upon Owner and the Contractor, respectively, and their respective partners, successors, assigns, and legal representatives. Neither Owner nor the Contractor shall have the right to assign, transfer, or sublet his interests or obligations hereunder without written consent of the other party. Owner shall approve subcontractors and subcontracts.
14. Under the same date as this Agreement, the Contractor is furnishing Owner with a Guaranty Agreement provided from Hoffman Corporation as attached in GMP Exhibit A-7.
15. The Contractor agrees to abide by the requirements of ORS 279.350 governing the payment of prevailing wage rates.
16. The Contractor agrees to comply with all federal and state laws and regulations regarding nondiscrimination in employment, employee benefits, and facilities.
17. The Contractor agrees to seek the participation of Minority, Women Owned, and Emerging Small Business Enterprises and minority and women apprentices in the prosecution of the Work.
18. *The Parties acknowledge that the entire Oregon Convention Center Expansion Project is contingent upon the acquisition of financing for the Project. If, in the sole opinion of the Owner, the Owner is unable to secure financing, then no Notice to Proceed shall issue and this Agreement shall become void, upon written notice from the Owner to the Contractor on or before February 28, 2001. Reimbursement for costs incurred shall be administered through Section J (Termination of the Work) and Section E (Payments) per the Metro General Conditions included within this contract.*
19. 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 in 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 \_\_\_\_\_

\_\_\_\_\_

Chairman

Title \_\_\_\_\_

\_\_\_\_\_

Date

Date \_\_\_\_\_

\_\_\_\_\_

Secretary/Treasurer

Oregon Convention Center Expansion

Revised based on GMP

Budget Projection				1/17/01 11:49	Expenditure Committed	Estimated Expenditure
C or M	Metro Acct	Metro Sub	ES Code			
<b>Professional Fees</b>						
1 c	5725	xxx	1.10	General Studies		\$15,000
2 c	5725	920	1.30-1	Architectural Contract/Engin.	\$6,412,142	
3				Programming	\$228,234	\$228,234
4				Concepts	\$216,761	\$216,761
5				Schematic	\$758,906	\$758,906
6				Design Development	\$1,265,427	\$1,265,427
7				Contract Documents	\$2,296,216	\$2,296,216
8				Bidding	\$186,885	\$186,885
9				Construction	\$1,276,498	\$1,276,498
10				Close Out	\$183,215	\$183,215
Subtotal:					\$6,412,142	
12 c	5725	654	1.30a	a Additional Services		\$300,000
13 c	5725	6901	1.30b	b Consultant Reimbursable		\$50,000
14				Extra Services		
15 c	5725	940	1.60a	a Land Use Services		\$0
16 c	5725	940	1.60e	b Misc. Services		\$900,000
17 c	5725	940	1.60c	c Commissioning Services		\$150,000
18 c	5725	940	1.60d	d Locate Services		\$20,000
19 c	5725	940	1.60i	e ADA Peer Review		\$15,000
20 c	5725	940	1.60f	f Convention - McClesky	\$38,500	\$50,000
21 c	5725	940	1.60g	g Structural		\$40,000
22 c	5725	940	1.60h	h Soils Peer Review		\$12,000
24 c	5725	940	1.70	Air and Water Testing/Balancing		\$110,000
25 c	5725	940	1.80	Environmental Services (Haz Mat) Special Inspection	\$19,000	\$50,000
27 c	5725	940	1.90a	a Testing Agency		\$150,000
28 c	5725	940	1.90b	b Soils Inspection Services		\$50,000
29 m	5270	xxx	1.11	Insurance OCIP		\$2,100,000
30 c	5300	700	7.40	Work Force Administration		\$90,000
<b>Professional Fees Total:</b>						<b>\$10,516,142</b>
<b>Construction</b>						
36 c				CMGC Contract		
37				Running Total of GMP		
38						
39 c	5725	576	2.00	GMP Contract:		\$93,400,000
42 c	5725	565	2.10	Misc. Services - CMGC		\$5,100,000
<b>GMP Totals</b>						<b>\$98,500,000</b>
40 c	5725	575	2.0a	CMGC Pre Construction Services	\$158,000	\$160,000
41 c	5725	585	2.0b	CMGC Pre Const. Reimbursable		\$2,500
<b>Misc. Construction</b>						<b>\$18,500</b>
<b>Equipment and Furnishings</b>						
50 c	5725	694	4.10a	Food Services Equipment		\$300,000
51 c	5725	694	4.10b	Concessions Facilities		\$200,000
52				Furniture		
53 c	5755	xxx	4.20a	a Office Furniture 25 stations		\$150,000
54 c	5735	xxx	4.20b	b Meeting Chairs		\$100,000
55 c	5735	xxx	4.20c	c Exhibit Chairs		\$0
56 c	5735	xxx	4.20d	d Tables		\$75,000
57				Moveable Equipment		
58 c	5745	xxx	4.30a	a AV Equipment		\$350,000
59 c	5745	xxx	4.30b	b Stage Equipment		\$0
60 c	5745	xxx	4.30c	c Rolling Equipment		\$200,000
61 c	5745	xxx	4.30d	d Electrical Equipment		\$250,000
62 c	5745	xxx	4.30e	e Bleachers		\$0
				Signage/Printing		
64	5735	xxx	4.60a	a Interior Signage		In GMP
65	5735	xxx	4.60b	b Campus Signage		Alt. List
				Telecommunications Equipment		
67 c	5725	200	4.40	a Telecom: Active Elect. and Switch		\$150,000
68 c	5755	576	4.50	Install Furn. & Equipment		\$60,000
<b>Equipment and Furnishings</b>						<b>\$1,835,000</b>

Oregon Convention Center Expansion

Revised based on GMP

Budget Projection				1/17/01 11:47	Expenditure Committed	Estimated Expenditure
C or M	Metro Acc't	Metro Sub	RS Code			
<b>Art Program</b>						
73 c	5715	8002	8.10	RAC Fees	\$65,000	\$65,000
74 c	5715	575	8.20	RAC Reimbursable	\$9,000	\$9,000
75 c	5715	681	8.30	Printing and Reimbursable Costs		\$8,000
76 c	5715	575	8.80	Existing Art Commissions		\$50,000
77 c	5715	689	8.70	Commissions to New Artist		\$705,000
78 c	5715	xxx	8.80	Misc. Service for Art Program		\$93,000
43 c	5725	565	2.10	MLK Relocation - 1% for Art	\$25,000	\$120,000
44 c	5725	565	2.10	Host Log Relocation - 1% For Art		\$210,000
78						
<b>ART PROGRAM</b>						<b>\$1,940,000</b>
<b>Fees</b>						
83 m	5240	651	6.10	Contracted Prof. Svcs.		\$10,000
84 m				City Permits		
85 m	5300	700	6.20a	a Planning and Misc. Fees		\$30,000
86 m	5300	700	6.20b	b PDOT		\$250,350
87 m	5300	700	6.20c	c SDC Transportation		\$132,000
88 m	5300	700	6.20d	d Building Permit		\$870,000
89 m	5300	700	6.20e	e Water Hook Up		\$40,000
90 m	5300	700	6.20f	f Storm Water and SDC		\$40,200
91 m	5300	700	6.20g	g Parks		\$0
92 m	5300	700	6.20h	h Forestry		\$100
93 m	5300	700	6.20i	i Fire Alarm & Sprinkler		\$10,800
94 m	5300	700	6.20j	j Mechanical Permits		\$45,000
95 m	5300	700	6.20k	k Electrical Permits		\$81,000
96 m	5300	700	6.20l	l Plumbing Permits		\$15,000
97 m	5300	700	6.20m	m Sewer SDC		\$50,000
98 m	5300	700	6.30	State/DEQ Permits		\$10,000
99 m	5300	700	6.40	State Health Permits		\$0
<b>Fees</b>						<b>\$1,844,500</b>
<b>Administration</b>						
Salaries and Wages (benefits estimates included in PROJECT ESTIMATED EXPENDITURE)						
105 m	5010	561	7.10a	a Karl Schutz		\$461,741
106 m	5400	xxx	7.10b	b Bertl Stevenson	(SEE ACCT 5800 BELOW)	\$0
107 m	5010	561	7.10c	c Mark Hunter		\$60,000
108 m	5015	586	7.10d	d Admin. Assistant (Vckl)		\$174,151
109 m	5030	685	7.10e	e Intern		\$50,000
110 m	5010	561	7.10f	f Construction Coordinator		\$228,135
111 m	5015	586	7.10g	g Accounting Clerk		\$53,746
112 m	5010	561	7.10h	h Jeff Blosser		\$210,000
113 m	5080	xxx		Overtime		
114 m	5080	xxx		Merit/Bonus Pay		
115 m	5100	xxx		Fringe Benefits		
<b>TOTAL PERSONAL SVCS</b>						<b>\$1,237,773</b>
<b>Office Management</b>						
Metro Charges for Management						
116 m	6800	xxx	7.11	Services and Money Costs - Indirect		\$450,000
117 m	6820	xxx	7.70	Metro Charges - Direct - Scott Mass		\$25,000
			7.11	Metro Charges - Bertl Stevenson		\$25,000
<b>Office Management</b>						<b>\$500,000</b>
118 m	5450	xxx	7.80	Travel & Parking Expenses		\$41,700
<b>Office Equipment</b>						
119 m	5205	xxx	7.20b	Copier/ Fax/ Genl Equip		\$25,000
121 m	5265	143	7.20d	Rental Equipment		\$10,000
<b>Office Supplies</b>						
123 m	5201	xxx	7.20c	Materials/Supplies		\$35,000
124 m	5280	xxx	7.20e	Photo's, Photo Equip, Air		\$30,000
<b>Office Operations</b>						
126 m	5251	xxx	7.50b	Utilities		\$50,000
127 m	5250	xxx	7.60	Locks/Keying		\$15,000
128 m	5280	613	7.90	Printing		\$25,000
129 m	5265	142	7.50	Trailer / Offices Rental		\$75,000
130 m	5280	575	7.50a	Trailer / Offices Set Up		\$30,000
131 m	5400	xxx		Communications (eliminated)		\$0
132 m	5280	680	7.70a	Advertisement		\$15,000
133 m	5220	xxx	7.80b	Catering/Meeting Food		\$25,000
<b>Parking (\$1700 included in travel)</b>						<b>\$0</b>
135 m	5210	625	7.30	Subscription Dues		\$12,000
136 m	5490	xxx	7.40	Misc. Admin Costs		\$40,000
<b>Administration</b>						<b>\$2,166,473</b>

Totals \$116,002,565

(Project Budget)