

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7137

**AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A GUARANTEED
MAXIMUM PRICE AMENDMENT TO THE CONSTRUCTION
MANAGEMENT GENERAL CONTRACTOR CONTRACT WITH NORTHWEST
DEMOLITION AND DISMANTLING IN AN AMOUNT NOT TO EXCEED
\$8,589,228 FOR PHASE ONE OF THE SELECTIVE DEMOLITION OF
CENTENNIAL MILLS**

WHEREAS, the Portland Development Commission (“PDC”) is undertaking the River District Urban Renewal Plan (the “Plan”), adopted September 25, 1998, including acquiring and redeveloping properties for public improvements and providing the district access to the Willamette River;

WHEREAS, in 2000, PDC acquired the 4.7-acre Centennial Mills site (the “Property”) pursuant to recommendations of the Plan with the intent to redevelop the Property as part of an open space system for the River District Urban Renewal Area;

WHEREAS, in May 2005, the Portland City Council adopted Resolution No. 36320, recognizing that the Property stands “as a symbol of Portland’s rich history of maritime commerce and [as] a valuable artifact of the industrial working waterfront,” and directing PDC and the Bureau of Planning to work with interested stakeholders to develop a comprehensive plan for the Property;

WHEREAS, the Property is in an advanced state of disrepair and has been deemed hazardous by both the City of Portland (“City”) Fire & Rescue and the City Code Compliance Department;

WHEREAS, on April 8, 2015, the PDC Board of Commissioners (“Board”), acting as the Local Contract Review Board, and based on the Emergency Findings Report, approved the Project for emergency procurement through Resolution No. 7108 pursuant to an expedited request for proposal process;

WHEREAS, PDC staff reviewed multiple best-value proposals and recommended a contractor to proceed with Selective Demolition of Centennial Mills (the “Project”); and

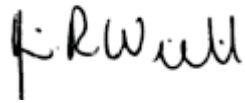
WHEREAS, the Executive Director entered into a multi-phased Construction Management General Contractor Contract (the “Contract”) with the recommended contractor, Northwest Demolition and Dismantling.

NOW, THEREFORE, BE IT RESOLVED, that the PDC Board authorizes the Executive Director to execute a Guaranteed Maximum Price Amendment to the Contract, in substantially the form set forth in Exhibit A;

BE IT FURTHER RESOLVED, that the Executive Director may approve changes to the Contract, if such changes do not materially increase PDC's obligations or risks, as determined by the Executive Director in consultation with PDC's General Counsel; and

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon its adoption.

Adopted by the Portland Development Commission on July 16, 2015

A handwritten signature in black ink, appearing to read "Gina Wiedrick". The signature is written in a cursive, somewhat stylized font.

Gina Wiedrick, Recording Secretary

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7137

EXHIBIT A

**AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A GUARANTEED
MAXIMUM PRICE AMENDMENT TO THE CONSTRUCTION
MANAGEMENT GENERAL CONTRACTOR CONTRACT WITH NORTHWEST
DEMOLITION AND DISMANTLING IN AN AMOUNT NOT TO EXCEED
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CENTENNIAL MILLS**

Exhibit A includes this cover page and contains 21 pages:

- Phase I GMP Amendment to Construction Manager/General Contractor Agreement, Contract Number 314006
 - Attachment A: Summary Cost of Phase One GMP
 - Attachment B: Phase 1 GMP – List of Supporting Documents
 - Attachment C: Selective Demolition and Salvage of Centennial Mills report
 - Attachment D: Phase 1 GMP Demolition Risk Allocation Matrix
 - Attachment E: Early Work Amendment No. 1, Construction Manager/General Contractor Agreement



PORTLAND DEVELOPMENT COMMISSION

PHASE I GMP AMENDMENT TO CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT

CONTRACT NUMBER: 314006

BETWEEN Owner:

Portland Development Commission
222 NW 5th Avenue
Portland, Oregon 97209

AND Construction Manager/General Contractor ("CM/GC"):

Northwest Demolition and Dismantling
8200 SW Hunziker Street
Tigard, Oregon 97223

The Project:

Selective Demolition and Salvage Services at Centennial Mills, Portland, Oregon; Phase I – demolition of structures to include Bid Alternate "B" Remove RR Tracks & A/C North Property and Bid Alternate "C" Infill Closures Feed, Flour & Warehouse E as further set forth in KPFF Consulting Engineers 100% Construction Drawings dated June 26, 2015 and associated Technical Specifications. (the "Phase I Work").

ARTICLE 1 **PHASE I GUARANTEED MAXIMUM PRICE**

1.1 Phase I GMP

Pursuant to Paragraph.6.6 of the Agreement, the Owner and the CM/GC hereby amend the Agreement to establish the Phase I GMP. As agreed by the Owner and CM/GC, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed.

1.1.1 The Phase I GMP, including Base Bid and Bid Alternate B and Bid Alternate C, allowances, Construction Contingency, General Conditions Reimbursement, Bonds/Insurance, the CM/GC Fee, and other items and the associated fees that comprise the Phase I GMP is \$8,589,228.00.

1.1.2 Itemized Statement of the Phase I GMP. The Schedule of Values allocating the entire Guaranteed Maximum Price among the various portions of the Work is attached to this Phase 1 GMP Amendment as Attachment A.

1.1.3 The Guaranteed Maximum Price is based on the following bid alternates: Bid Alternate "B" Remove RR Tracks & A/C North Property and Bid Alternate "C" Infill Closures Feed, Flour & Warehouse E, which are described in the Contract Documents and are hereby accepted by the Owner:

1.1.4 Allowances included in the Guaranteed Maximum Price, if any: None.

1.1.5 A list of the clarifications and assumptions made by the CM/GC to supplement the information contained in the Demolition Documents and not otherwise addressed in the Risk Allocation Matrix on which the Guaranteed Maximum Price is based is attached to this Phase I GMP Amendment, if any: None.

1.1.6 A list of the Demolition Documents on which the Phase I Guaranteed Maximum Price is based is attached to this Phase I GMP Amendment as Attachment B.

1.1.7 The Phase I Guaranteed Maximum Price is based upon the following other documents and information:

- (a) The estimated salvage credit of \$511,700.00 to the Owner is set forth in the Schedule of Values Attachment A to this Phase I GMP Amendment.
- (g) A listing of Key Personnel as required by Paragraph 4.6 to the Agreement as set forth in Attachment C to this GMP Amendment.
- (c) The Risk Allocation Matrix as required by Paragraph 3.2.13 to the Agreement as set forth in Attachment D to this GMP Amendment.
- (d) Early Work Amendment No. 1, dated June 29, 2015, which is attached to the GMP Amendment as Attachment E.
- (e) Such other information as required to be provided under Paragraph 3.2 of the Agreement.

ARTICLE 2
TIME

2.1 The Phase 1 Baseline Schedule and anticipated date of Substantial Completion established by this Amendment is set forth in Attachment F to this Phase I GMP Amendment. No Liquidated Damages apply to Phase 1 Demolition Work.

[SIGNATURE PAGE FOLLOWS]

THIS PHASE I GMP AMENDMENT is executed in two original copies of which one is to be delivered to the CM/GC and the remainder to the Owner.

CONSTRUCTION MANAGER/GENERAL CONTRACTOR

Name of Firm: Northwest Demolition and Dismantling

Address: PO Box 230819, Tigard, OR 97281

Federal Tax I.D. #: 93-0894610

Oregon Construction Contractor's Board Registration
No.48263

Signature of Authorized Representative of CM/GC

Title: _____

Date: _____

PORTLAND DEVELOPMENT COMMISSION

Signature of Authorized Representative of Owner

Title: _____

Date: _____

ID	Task Mode	Task Name	Duration	Start	Finish	August	September	October	November	December	January	February	March	April																											
						8/2	8/9	8/16	8/23	8/30	9/6	9/13	9/20	9/27	10/4	10/11	10/18	10/25	11/1	11/8	11/15	11/22	11/29	12/6	12/13	12/20	12/27	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/6	3/13	3/20	3/27	4/3
1		Phase 1 GMP	180 days	Mon 8/3/15	Fri 4/8/16																																				
2		Warehouse F Abatement	5 days	Mon 8/3/15	Fri 8/7/15																																				
3		Warehouse A Abatement	5 days	Mon 8/3/15	Fri 8/7/15																																				
4		Warehouse C Abatement Inside	15 days	Mon 8/3/15	Fri 8/21/15																																				
5		Warehouse C Abatement Outside	10 days	Mon 8/10/15	Fri 8/21/15																																				
6		Warehouse B Abatement Inside	15 days	Mon 8/10/15	Fri 8/28/15																																				
7		Warehouse B Abatement Outside	10 days	Mon 8/24/15	Fri 9/4/15																																				
8		Warehouse D Abatement Inside	15 days	Mon 8/24/15	Fri 9/11/15																																				
9		Warehouse D Abatement Outside	10 days	Mon 9/7/15	Fri 9/18/15																																				
10		Elevator A Abatement Inside	15 days	Mon 8/31/15	Fri 9/18/15																																				
11		Elevator A Abatement Outside	10 days	Wed 10/21/15	Tue 11/3/15																																				
12		Elevator B Abatement	5 days	Mon 9/14/15	Fri 9/18/15																																				
13		Elevator C Abatement	5 days	Mon 9/21/15	Fri 9/25/15																																				
14		Warehouse F	15 days	Mon 8/10/15	Fri 8/28/15																																				
15		Warehouse A	25 days	Mon 8/31/15	Fri 10/2/15																																				
16		Warehouse C part 1	16 days	Mon 8/31/15	Mon 9/21/15																																				
17		Warehouse C part 2	20 days	Tue 9/15/15	Mon 10/12/15																																				
18		Warehouse B part 1	9 days	Thu 10/8/15	Tue 10/20/15																																				
19		Warehouse B part 2	14 days	Tue 10/20/15	Fri 11/6/15																																				
20		Elevator A	31 days	Mon 11/9/15	Mon 12/21/15																																				
21		Warehouse D Part 1	13 days	Tue 12/22/15	Thu 1/7/16																																				
22		Warehouse D Part 2	20 days	Fri 1/1/16	Thu 1/28/16																																				
23		Elevator B	24 days	Fri 1/29/16	Wed 3/2/16																																				
24		Elevator C	36 days	Fri 2/19/16	Fri 4/8/16																																				
25		Bid Alternate B - Remove RR Tracks & a/c North Property Line	3 days	Mon 4/4/16	Wed 4/6/16																																				
26		Bid Alternate C - Infill closures Feed, Flour & Whse E	5 days	Thu 8/20/15	Wed 8/26/15																																				
27		Substantial Completion Date	1 day	Fri 4/8/16	Fri 4/8/16																																				
28		Punchlist Completion Date	30 days	Mon 2/29/16	Fri 4/8/16																																				
29		Final Field Work Completion Date	1 day	Fri 4/8/16	Fri 4/8/16																																				

Project: CM-schedule 6-1-15 v1 Date: Wed 7/8/15	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			

Attachment 'A'

SUMMARY COST OF PHASE ONE GMP	
General Conditions	\$ 1,003,145
Work	\$ 5,477,176
Overhead	\$ 740,701
Fee	\$ 361,051
Subtotal	\$ 7,582,073
Contingency	\$ 758,207
Insurance	\$ 94,500
Bond	\$ 83,193
TOTAL GMP (subtotal+contingency+insurance+bond)	\$ 8,517,973
Salvage Credit	\$ (511,700)
TOTAL ESTIMATED PROJECT COST PHASE ONE	\$ 8,006,273

Calculated on Subtotal only.

Alternate Pricing

General Conditions	
Work	\$ 54,925.00
Overhead	\$ 6,277.93
Fee	\$ 3,060.15
Subtotal	\$ 64,263.07
Contingency	\$ 6,426
Insurance	
Bond	\$ 566
TOTAL GMP (subtotal+contingency+insurance+bond)	\$ 71,255
TOTAL Alternate Pricing	\$ 71,255

assumes we can get done based on Phase One Schedule

Asphalt N.Property, Arch Pack Feed, Flour and Warehouse E

Included in Phase 1 assuming we can get done based on Phase One Schedule

assumes total is part of overall phase one contract total. Calculated on subtotal only

Notes:

Price will depend on market at time of sales and qty salvaged will fluctuate

Stacked wall salvage is based on plug. Market, labor and ability to sell this material to be determined

Pursuant to Paragraph 6.4.2 to the Agreement, see Attachment A for the list of supporting documents that were used by the CM/GC in preparation of the Phase 1 GMP.

Attachment B

Phase 1 GMP - List of Supporting Documents

Pursuant to Paragraph 6.4.2 to the Agreement, the following list of supporting documents were used by the CM/GC in preparation of the Phase 1 GMP.

1. 100% KPFF Construction Drawings dated June 26, 2015 and 100% Technical Specifications by Merryman Barnes Architects and Glumac Engineers.

Drawing 0.1 Cover Sheet
Drawing 0.2 Existing Conditions
Drawing C1.1 Erosion Control Plan
Drawing C2.0 Demolition Plan
Drawing C3.0 Site and Grading Plan
Drawing C4.0 Utility Plan
Drawing A1.0 Flour Mill Floor Plans B-4
Drawing A1.1 Flour Mill Floor Plans 5-6 & Project Details
Drawing A1.2 Feed Mill Floor Plans B-5
Drawing A1.3 Warehouse E Floor Plans B-1
Drawing A3.0 Flour Mill Elevations
Drawing A3.1 Warehouse E Exterior Elevation
Drawing S100 Existing Conditions Lower Level
Drawing S101 Existing Conditions Main Floor Plan
Drawing S200 Demo Plan - Lower Level
Drawing E0.1 Electrical Legend & Abbreviations
Drawing E1.0 Lower Level Electrical Plan
Drawing E1.1 Main Floor Electrical Plan
Drawing E 2.0 Flour Mill Floor Plans Electrical
Drawing E2.1 Flour Mill Floor Plans Electrical
Drawing E2.2 Feed Mill Floor Plans Electrical
Drawing E3.0 Details, Photos, Panel Schedules
Drawing M0.1 Mechanical Legend & Abbreviations
Drawing M1.0 Lower Level Mechanical Plan
Drawing M2.0 Lower Level Mechanical Plan Details
Drawing M3.0 Photos - Mechanical

Technical Specifications Division 5 Metals
Technical Specifications Division 6 Wood and Plastic
Technical Specifications Division 7 Thermal and Moisture Protection
Technical Specifications Division 8 Openings
Technical Specifications Division 9 Finishes

2. PreConstruction Services Plans to include:

- Baseline PreConst Schedule
- Salvage Plan
- Equity Contracting Plan
- Stormwater Plan SWPPP
- Haz Material Mgmt Plan
- Safety & Security Plan
- Review & Comments 60% CD Drawings
- Prelim Const Schedule
- Site Specific HSP
- List Qualified Personnel
- Waste Mgmt Plan
- Review & Comments 90% CD Drawings
- Demolition Work Plan
- Final Construction Schedule

3. Preconstruction Services Request for Information (RFI) questions and responses number 1-17.

4. Preconstruction Services CM/GC and Owner meeting minutes.

5. Preconstruction Services Owner e-mail clarifications.

6. Other plans prepared by CM/GC:

- Traffic Control Plan

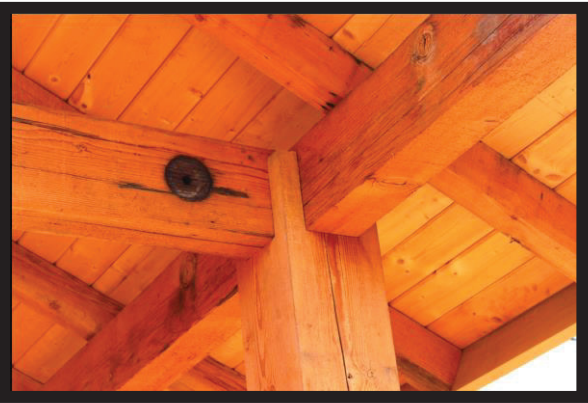
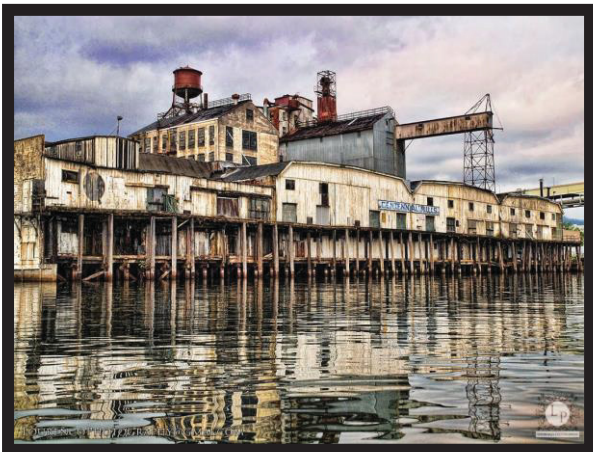
7. State of Oregon Bureau of Labor & Industries January 1, 2015 and Amendment April 1, 2015 prevailing wage rates.



Selective Demolition and Salvage of Centennial Mills

Prepared For
Portland Development Commission

Qualified Personnel



Submitted by:





Please find attached resumes of the following qualified personnel per section 4.5 of the Contract.

Project Manager- Jeff James
Job Site Superintendent- Ben Wright
Safety Officer- Karri Willemsen

Per Section 3.2.10 of the Contract NWD will be providing fully qualified or trained equipment operators.

JEFFERY JAMES

Project Manager

SUMMARY OF QUALIFICATIONS

Mr. Jeff James has used the project management system described and other project management tools throughout his 36 years of work experience. Mr. James has managed complex remediation and demolition projects at DOE Hanford, for Bechtel in Western Canada, and throughout California for major oil companies. In addition, he held technical and environmental roles in his early career that make him very familiar with the environmental challenges. He has held senior landfill management roles at DOE Hanford and understands the requirements of strict waste profile, analytical, and waste tracking. From 1/2011-12/2012, Mr. James has played the lead role on an \$85 million dollar industrial remediation/demolition project where NWDD was one of the prime contractors. He is intimately familiar with our safety first demolition approach and the work planning process that is essential to success in this work environment.

RELEVANT EXPERIENCE

Performed Project Management services on the demolition of the Umatilla Chemical Demilitarization Facility from June 2013- July 2014. Currently is managing the demolition of a hospital in Pendleton OR and a recycling project in Arlington, OR. Supervise a team of superintendents and field personnel to safely and effectively execute the project scope. Some of the day to day activities include:

- Coordinating demolition activities within an existing facility.
- Managing wastes generated from demolition
- Managing cost and schedule performance
- Coordinate recycling efforts associated with the projects

Manage the demolition of potrooms and associated facilities at Rio Tinto Alcan's aluminum smelter in Kitimat, British Columbia, clearing the site for construction of a new smelter. Supervise a team of superintendents and field engineers to oversee contractor execution of the work scope, which includes:

- Coordinating demolition activities within an existing operating plant.
- Isolating utilities and installing temporary utilities to support ongoing operations.
- Pre-cleaning of hazardous materials from building structures.
- Removing and disassembling 210 smelter pot anodes and cathodes.
- Demolishing 6 potrooms and over 40 support facility structures/foundations.
- Managing wastes generated from cleaning and demolition activities.
- Managing cost and schedule performance of this \$80M, two year project.

WORK HISTORY

2013-Present	Northwest Demolition and Dismantling- Chief Superintendent
1992-2014	Bechtel

TRAINING

- California Polytechnic State University
- Bachelor of Science – Mechanical Engineering (June 1976)
- 40 Hr HAZWOPER trained

BEN WRIGHT

Superintendent

SUMMARY OF QUALIFICATIONS

Ben Wright has a profound ability to manage crews and communicate with workers in the field. He also has knowledge of heavy equipment used in the demolition industry. Ben works directly with subcontractors, NWD crews, coordinates daily activities and communicates directly with the project manager.

RELEVANT EXPERIENCE

Superintendent, Northwest Demolition & Dismantling, 2013-2014

Umatilla Chemical Demilitarization Demolition-

On this project Ben served as the Project Superintendent. Northwest Demolition was contracted to complete a full removal of the agent disposal system at the Umatilla Army Depot. The 60,000+ tons of debris generated within the demolition was regulated as a Hazardous Waste and hauled under manifest to a Subtitle C disposal facility. In order to meet the aggressive schedule, we mobilized more than 12 pieces of heavy equipment. The project was completed ahead of schedule with no lost time injuries.

Superintendent, Northwest Demolition & Dismantling, 2011-2012

Kitimat Modernization Project- Kitimat Smelter Demolition

On this project Ben served as the Project Superintendent. Northwest Demolition was contracted on a massive two-year project with a team of up to 230 personnel and 40 pieces of heavy equipment to remediate, clean, and demolish over one million square feet of facility. The project was made all the more difficult with the adjacent operating facility and linked systems/utilities. In addition, the remote location and harsh climate made equipment maintenance, productivity, and safety a challenge.

Superintendent, Northwest Demolition & Dismantling, 2011

Hunters Point Navy Shipyard Dock Removal; Client: Department of Navy

On this project Ben served as the Project Superintendent. Northwest Demolition was responsible for the demolition and material handling for the Hunters Point Pier Radiological Survey and Removal project. The project included the dismantling and removal of Wharf #2, Submarine Piers B & C, Submarine Quay wall, Berth 64 and the remnants of Berth 61. Northwest Demolition & Dismantling conducted the in water demolition, onsite material transport, sorting and staging of demolished materials and grinding of wooden components for radiological screening.

WORK HISTORY

2011-Present Northwest Demolition and Dismantling
2009-2011 Frontline Excavation

TRAINING

Mt. Hood Community College Gresham, OR

- Graduated 2005 Associates Degree of General Studies

Oregon State University Corvallis, OR

- Graduated 2009 Bachelor of Science Business Administration with concentration in management and engineering
- 40 Hr HAZWOPER trained
- OSHA Safety Courses

KARRI WILLEMSEN

Safety Manager

SUMMARY OF QUALIFICATIONS

Ms. Willemssen has over 22 years of corporate and site safety experience. She has experience providing site safety and environmental compliance services on large projects. Her site demolition experience includes providing site safety services during commercial/marine/industrial demolition and removal.

<ul style="list-style-type: none">• Green Building with Steel-Material Attributes, Applications & LEED Ratings• Green Building with Steel-Light Gauge Metal Components for Framing• Green Building with Steel- Guidelines for Builders, Trades and Inspectors• 1st Aid and CPR(AHA)• USACE Construction Quality Management for Contractors• Construction Safety and Health Certification Course EM-385-1-1• RMOL 0113-Fall Arrest Systems• Hazwoper 40 Hour Course• Concrete Masonry• OSHA-30 Construction• 29 CFR 1926 Subpart R Steel Erection• Cranes, Derricks & Hoists• Hand & Power Tools• Excavations• Fire Protection	<ul style="list-style-type: none">• Process Safety Management• OSHA 1926 STD 3-1.1• Welding & Cutting• Scaffolding• Confined Spaces• Electrical Safety• Fall Protection• Introduction to OSHA & the OSH Act• Stairways & Ladders• Motor Vehicles• Occupational Health & Environmental Controls• Recordkeeping• General Safety & Health Provisions• Materials Handling• Personal Protective Equipment• Demolition• Cranes & Rigging
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RELEVANT EXPERIENCE

Cargo Aircraft Maintenance Training Facility, Phase 2, Oklahoma City, OK, Site Safety Health

Officer/Environmental Compliance Officer. Ms. Willemssen served as SSHO/ECO on the project that included site and pavement demolition, underground trenching/excavating, underground utilities, site grading and compaction, asphalt paving, construction of concrete slabs and foundations, scaffolding, structural steel erection, fire suppression and alarm systems and signs, electrical work, crane operation, irrigation system and landscaping. She prepared new APP, EPP, plans and 55 AHA's for this project and handled all indoctrinations, equipment inspection list, monthly safety reports, badge requests, weekly toolbox meetings, safety meetings, contacted all subcontractors to set-up the preparatory meetings and supervised subcontractors on all safety issues. She trained all subcontractors in personal fall arrest systems applicable to the activities required. She also posted and updated the safety regulations, employee rights, and routes to the nearest hospital. She provided the proper PPE for each Feature of Work and was accountable for all employees on-site

ATTACHMENT D

Phase 1 GMP Demolition Risk Allocation Matrix

Pursuant to Paragraph 3.2.13 to the Agreement, the Owner and the CM/GC shall jointly develop a Risk Allocation Matrix that shall specifically identify Project-related risks (e.g. those risks impacting time, money, safety and quality) not otherwise addressed in the Contract Documents and shall identify the party that is to bear such identified risk.

The intent of the matrix is to address to the extent practicable all exclusions, clarifications etc. outlined in the CM/GC Phase 1 GMP Proposal. The following represents the risk and which party (by percent %) who is responsible for that risk. Risks set forth below are not in any rank or order of importance.

1. Key CM/GC or subcontractor equipment malfunction and/or rental equipment not available. 100% CM/GC.
2. Scheduling, sequencing and managing any schedule pinch points. 100% CM/GC.
3. Unanticipated building/structure full or partial collapse due to actions or activities by CM/GC, including but not limited to cleanup, damage to adjacent property, impact to waterway etc. 100% CM/GC.
4. Demolition impacts due to actions or activities by CM/GC of dust, debris or other damage to adjacent private property, public property or waterway including but not limited to cleanup, repairs or mitigation. Excluded is the established work haul roads (sidewalk damage, adjacent street tree damage) work included in the Phase 1 GMP. 100% CM/GC.
5. Unanticipated demolition impacts due to debris or equipment damage to existing buildings to be saved (Feed, Flour & Whse E) to include but not limited to broken windows, punctures/holes in walls/roof etc. Excluded are all planned work area impacts, separation of buildings and all work forth in Drawings or otherwise directed by the Owner's Representative. 100% CM/GC.
6. Temporary bracing, shoring, plates, scaffolding, tie-backs etc. to stabilize structures during demolition activities including but not limited to unstable structures, wind, snow and high water events. 100% CM/GC.
7. Public outreach, management of press to include but not limited to public notices and response to public inquiries. Excluded are specific damage or impact inquiries, public records requests and interactions with news media at the request of the Owner. 100% Owner.
8. Impacts due to actions or activities by CM/GC to bicycles, pedestrians and vehicles along NW Naito adjacent to project work area including but not limited to truck traffic, equipment loading & unloading and demolition work. Excluded are traffic control work including one lane closure and ped bypass along NW Naito. 100% CM/GC.

9. Asbestos and lead-based paint abatement impacts including but not limited to any discharge to adjacent property or waterway, all containment and means and methods management and handling and proper disposal of hazardous and regulated materials including any impacted pressure wastewater or dust suppression water. Note there is only very limited sewer lift station pump out service at the site that cannot be used for any discharge of wastewater. 100% CM/GC.
10. Issues related to multiple work areas underway in the site including but not limited to labor shortages, safety, sequencing work etc. 100% CM/GC.
11. Offsite temporary storage space for salvaged materials, off-site hauling, handling, timber brokers, commissions, marketing will use salvage proceeds split 70% Owner 30% CM/GC. Owner further agrees to investigate nearby vacant PDC property that may be available at no cost for temporary storage of salvage. If PDC uses existing storage in Paddock for first 100,000 bf of Timber for developer hold-back, then the first 100,000 bf of off-site storage (if needed) will be 100% PDC responsibility, which will be paid from PDC's net timber revenues after the 70% Owner 30% CM/GC split. Any additional off-site storage beyond the first 100,000 bf (if needed) will be paid from timber salvage proceeds prior to the 70% Owner 30% CM/GC split.
12. Patching and infill of all pipe, conduit, duct penetrations to existing Feed, Flour and Whse E buildings, exterior wall water proofing and roof repairs not caused by unanticipated damage Item 5 above. 100% Owner.
13. Base GMP conditions anticipate cold joints at wall and floor intersections to existing Feed, Flour and Whse E that require no specialized sawcutting or close trimming. Any sawcutting, specialized surgical trimming or grinding is a changed condition. 100% Owner.
14. Base GMP conditions anticipate concrete basement walls and floor to be nominal 6-8" thick. Underlying concrete floor are concrete footings/columns on land side to be left in-place. Any basement concrete floors or walls that exceed 8" thick is a changed condition. 100% Owner.
15. Base GMP conditions anticipate fully interlocked horizontal wood former grain cribs/bins are 6-7 stories tall located in Elevator A, B and C. All actions necessary to demolish and dispose of these cribs/bins are part of the Work. 100% CM/GC.
16. Additional permit requirements that result in additional work beyond what is set forth in the 100% KPFF drawings dated June 26, 2015 or approved Preconstruction Work Plans. 100% Owner.
17. Unforeseen soil contamination below the existing slab of the demolished building to include but not limited to sampling, handling, capping or disposal. 100% Owner.
18. Termination and kill service of main natural gas and main electrical service to mill including but not limited to cutting main service feed and removal of transformers. 100% Owner.

19. Unknown 'rogue' electrical, water, sewer or stormlines not shown on drawings or marked in the field that result in additional work is a changed condition. 100% Owner.
20. Prevailing wage rates for CM/GC and subcontractors to include but not limited to Overtime for work over 40hrs/week and all other compliance/reporting requirements. 100 CM/GC.

Attachment 'E'

**EARLY WORK AMENDMENT NO. 1
CONSTRUCTION MANAGER/GENERAL CONTRACTOR
AGREEMENT
(Cost of the Work Plus Fee with a Guaranteed Maximum Price)**

**CONTRACT NUMBER: 314006
PROJECT: Centennial Mills Demolition**

This Early Work Amendment No. 1 (the "Early Work Amendment"), made this 29th day of June, 2015, hereby amends that certain Construction Manager/General Contractor Agreement (the "Agreement") dated April 7, 2015 by and between the Portland Development Commission, duly designated urban renewal agency of the City of Portland ("Owner, Commission or PDC") and Northwest Demolition and Dismantling ("CM/GC") for considerations stated herein and mutually agreed upon as set forth below.

Article 3 to the Agreement provides that the parties may execute one or more Early Work Amendments identifying specific Demolition Phase Services that must be performed in advance of the execution of the GMP Amendment and establishment of the GMP.

ARTICLE 1. The Early Work Scope. The following principal work items (to include incidental and related items) are included in the Early Work Scope to be performed by the CM/GC in advance of establishment of the GMP:

- a. Establish partial perimeter site fence, gates, erosion control and other related staging requirements as directed by Owner's Representative. The Owner will allow the Contractor use of the existing office space in Whse E for temporary office for the duration of the project.
- b. The Owner will pay for all water, sewage pumping and electrical costs related to the project. The Contractor is responsible for all voice/data, cleaning, security, garbage service and maintenance of any landscaped areas along NW Naito not otherwise impacted by demolition work. There is no gas service and no burglar alarm service to the premises. The Owner will pay for ordinary maintenance, fire alarm monitoring and required annual inspections of the fire suppression system serving Feed, Flour and Whse E.
- c. Construct temporary haul road though the paddock area and staging area as set forth in KPFF drawings. Work includes but not limited to excavation, structural fill and cutting concrete walls. Curb ramp extension work is excluded.
- d. Remove adjacent to Whse A and Elevator C existing wood dock, rail grain dump and conveyor system, concrete wall infill and placement of structural backfill to grade. Temporary 'shoe-fly' curb ramp extension is excluded.
- e. Relocate existing main fire sprinkler and potable water system and operating devices from Whse A to Flour Mill basement as set forth in KPFF drawings. Work includes necessary abandonment and reconnection of fire sprinkler main service to Feed, Flour and Whse E and potable water system serving Whse E.
- f. Reconfigure main electrical service from Whse E to new panels in Feed and Flour Mill as set forth in KPFF drawings. De-energize branch circuits serving Whse F. Note primary service to Mill buildings will be disconnected by Utility Company to include removal of transformers above Whse E.

- g. Remove by hand tools historical artifacts as noted on Owner 6-14-15 list and place in Whse E for storage. Excluded are items removed by Owner's Representative and items that require large equipment to be removed.
- h. Land closure and traffic control work is excluded.
- i. Assist KPFF in the investigation of sump-pump located in NW basement Whse B.
- j. Perform means and methods structural engineering to include utilization of equipment on basement of the wharf, ground floor slab and necessary wharf tie-backs.
- k. Perform required landscape irrigation disconnection, re-route, shrub and tree removal (salvage) along NW Naito to facilitate temporary roadways.
- l. Perform other early work pre-demolition activities as directed by the Owners Representative up to a \$10,000 maximum allowance.

ARTICLE 2. Not to Exceed Budget. The Owner shall pay the CM/GC for the CM/GC's performance of the Early Work Scope under this Early Work Amendment on a Time and Materials ("T&M") basis actual Cost of the Work, plus necessary General Conditions Reimbursement, as identified at Subparagraph 6.4.10 to include only Project Management and Field Supervision as set forth in Attachment C to the Agreement and include overhead attributable to the Early Work, plus the CM/GC Fee as set forth in Paragraph 6.3 of the Agreement, plus bonds and insurance attributable to Early Work with a Not to Exceed Budget of \$445,295.44. Payment shall be made monthly through Applications for Payment in accordance with the General Conditions.

ARTICLE 3. CM/GC's Obligations. The CM/GC is responsible for, including without limitation, providing and paying for all materials, tools, equipment, labor and professional and non-professional services, and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Early Work Scope. The CM/GC shall further:

- a. Obtain Performance and Payment Bond equal to the Not to Exceed Budget as required under Article 3 of the Agreement.
- b. Comply, and require Subcontractor compliance with, State of Oregon Bureau of Labor & Industries January 1, 2015 and Amendment April 1, 2015 prevailing wage rates as further set forth in Article 11 of the Agreement.
- c. All Early Work Scope shall be covered by the CM/GC's Pre-Construction Services insurance and amounts as set forth in Article 17 of the Agreement.

ARTICLE 4. The Schedule. The CM/GC shall, upon execution of this Early Work Amendment and receipt of Notice to Proceed from Owner, promptly initiate the Early Work Scope as set forth herein. The Early Work Scope shall be completed not later than sixty (60) days after the commencement date set forth in the Notice to Proceed. No liquidated damages apply to Early Work.

ARTICLE 5. Miscellaneous.

(a) Except as hereinabove modified and amended, the Agreement shall remain in full force and effect in accordance with its terms.

(b) This Early Work Amendment supersedes any prior representations, offers, negotiations or understandings between the parties with respect to the subject matter hereof.

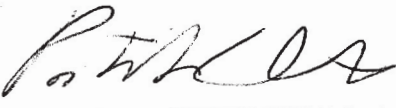
(c) This Early Work Amendment may be signed by the parties in counterpart and shall be as binding as if signed together. Facsimile or electronic copies of the signed

counterparts shall be deemed to be authentic and valid as an original of this Early Work Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date and year first above written.

PORTLAND DEVELOPMENT COMMISSION


By 
Patrick Quinton, Executive Director

Date 7/2/15

APPROVED AS TO FORM:


Legal Counsel

NORTHWEST DEMOLITION AND DISMANTLING

By 
Chad Hoffart

Title Project Manager

Date 6/29/15

RESOLUTION NO. 7137

RESOLUTION TITLE:

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A GUARANTEED MAXIMUM PRICE AMENDMENT TO THE CONSTRUCTION MANAGEMENT GENERAL CONTRACTOR CONTRACT WITH NORTHWEST DEMOLITION AND DISMANTLING IN AN AMOUNT NOT TO EXCEED \$8,589,228 FOR PHASE ONE OF THE SELECTIVE DEMOLITION OF CENTENNIAL MILLS

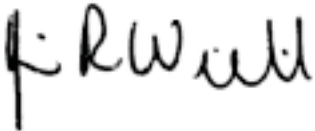
Adopted by the Portland Development Commission on July 16, 2015

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Tom Kelly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Gustavo Cruz, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Aneshka Dickson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Mark Edlen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner William Myers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Regular Agenda		

CERTIFICATION

The undersigned hereby certifies that:

The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Portland Development Commission and as duly recorded in the official minutes of the meeting.

	Date: July 20, 2015
Gina Wiedrick, Recording Secretary	