



June 1, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Change Order #3 with Clackamas Progress Partners, LLC for the Clackamas County Circuit Courthouse Project. Change order is a decrease of \$771,773, for a decrease in project agreement value to \$619,224,227. Funding is through reduction in Project Agreement Amount.

Previous Board Action/Review	BCC Approved Financial Close with Clackamas Progress Partners on August 30, 2022.		
Performance Clackamas	1. Ensure Safe, Health and Secure Communities		
Counsel Review	Yes	Procurement Review	No
Contact Person	Nancy Bush	Contact Phone	503-655-8581

EXECUTIVE SUMMARY: This Change Order is a reduction in the project agreement amount totaling \$771,773 as a result of design changes. The \$771,773 will remain in the Courthouse Capital Fund in order to offset other needs that may arise through the design and construction process.

RECOMMENDATION: Staff recommends BCC approve Change Order No. 003. Respectfully submitted,

Nancy Bush
Clackamas County Operating Officer

For Filing Use Only



CLACKAMAS COUNTY
2051 KAEN ROAD
OREGON CITY, OR 97045
(503) 655-8893

CHANGE ORDER NO. [003]

DATE ISSUED: May 31, 2023

PROJECT: Clackamas County Circuit Courthouse Project

PROJECT COMPANY: Clackamas Progress Partners, LLC

THIS CHANGE ORDER IS ISSUED PURSUANT TO: Section [7.12] of the Project Agreement.

This change order, including all exhibits and attachments referenced herein (collectively, the "Change Order") is entered into and effective as of the last date of execution by a party hereto, by and between the CLACKAMAS COUNTY, OREGON AND CLACKAMAS PROGRESS PARTNERS, LLC, acting by order of and through its Board of County Commissioners and supplements and amends the DESIGN, CONSTRUCTION, FINANCE, OPERATION, AND MAINTENANCE AGREEMENT OF THE CLACKAMAS COUNTRY CIRCUIT COURTHOUSE together with all exhibits thereto dated August 30, 2022 (as amended prior to the date hereof, collectively, the "Project Agreement"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Project Agreement.

KEY TERMS:

- A. This Change Order contains the entire understanding of the parties with respect to the subject matter of this Change Order and supersedes all prior agreements, understandings, statements, representations, and negotiations whether written or oral, between the parties with respect to the subject matter of this Change Order.
- B. This Change Order shall be binding upon and inure to the benefit of Project Company and the County.
- C. The Project Agreement remains in full force and effect, except to the extent this Change Order expressly amends the terms of the Project Agreement.
- D. This Change Order shall not be construed in favor of either party, regardless of who was more responsible for its preparation.
- E. The amount of the payment bond and letters of credit are fixed amounts and shall not be changed.
- F. This Change Order may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same written instrument.
- G. Estimated impacts, if any, to the operation, maintenance, repair and replacement, liabilities or obligations arising out of or related to the changes effectuated by this Change Order, are itemized below, provided however, any costs related to operation, maintenance, repair and replacement changes shall be borne by the County through an adjustment of the Service Fee payable following the Occupancy Readiness Date in Accordance with Article 16.
- H. For Change Orders issued prior to Occupancy Readiness, O&M and Renewal pricing, as shown in the backup documents within this Change Order, are not indexed or escalated for inflation nor LABI/MRMI and will be escalated annually, starting the month prior to Occupancy Readiness, in accordance with Article 16.
- I. The above said indexation/escalation will be made to the applicable Monthly Availability Payment with the following conditions:
 - a. Change Order O&M costs: for O&M Changes during D&C, these will be effective at Occupancy Readiness. For O&M Changes after Occupancy Readiness, the

effective adjustments to the Monthly Availability Payment will be effective the month following completion acknowledgement by County for the subject scope of work.

- b. Change Order Renewal costs: will be added to and billed on a monthly basis in the years indicated in the payment schedule attached.
- J. The Parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, costs or liabilities caused by or arising out of the facts and circumstances surrounding this Change Order. Except as otherwise specified in this Change Order, and excluding any claims regarding non-conforming Design-Build Work, defects, or warranties, by signing this Change Order, each Party hereby releases the other, their agents, and assigns, from any and all claims, liens, liabilities, set offs, losses, damages, fees, expenses, defenses, obligations, or demands for any extension of time, compensation, or other relief of any type, nature, or description, known or unknown, regardless of whether specifically allowed under the contract or specifically disallowed, including, but not limited to, any proposed extension of time, adjustment to any contract deadline, adjustment to any design and construction costs, or other time or cost-related issues and impacts, known or unknown, arising from or related to the circumstances described herein.
- K. All work described within this Change Order shall be performed in accordance with the Project Agreement including, but not limited to, the Quality Management Systems (QMS).

NOW, THEREFORE, as it relates to this Change Order, but subject any reservations made by Project Company within this Change Order, the following are the changes made relating to compensation and extensions in time, if any:

METHOD OF PAYMENT:

- Paid Directly by County
- Financed by Project Company
- No Additional Cost Impact
- Reduction in Project Agreement Amount

PROJECT AGREEMENT AMOUNT:

Original Project Agreement Value	\$619,996,000.00
Previous Value of Project Agreement Change Orders	\$0.00
Value of this Project Agreement Change Order	\$(771,773.00)
Total Value of Project Agreement Change Orders	\$(771,773.00)
Total Revised Project Agreement Value	\$619,224,227.00

DESIGN-BUILD (DB) CONTRACT AMOUNT:

Original DB Contract Value	\$229,972,140.00
Previous Value of DB Contract Change Orders	\$0.00
Value of this DB Contract Change Order	\$(771,773.00)
Total Value of DB Contract Change Orders	\$(771,773.00)
Total Revised DB Contract Value	\$229,200,367.00

FACILITIES MANAGEMENT SERVICES AGREEMENT (FMSA) AMOUNT:

Original FMSA Value	\$112,190,230.45
Previous Value of FMSA Change Orders	\$0.00

Value of this FMSA Change Order	\$0.00
Total Value of FMSA Change Orders	\$0.00
Total Revised FMSA Value	\$112,190,230.45

- The parties agree that there are no costs related to operation, maintenance, repair and replacement changes as a result of this Change Order.
- The parties agree that there are additional costs and associated annual escalation accompanying this Change order outlined within Attachment B.

EXTENSION OF CONTRACT DEADLINES:

Calendar Days Added to Occupancy Readiness Date	0
Calendar Days Added to Final Completion Date	0
Calendar Days Added to Longstop Date	0

EXHIBITS AND ATTACHMENTS:

1. Exhibit 1 – DRCR002 – Standard CMU Filler with Epoxy Rev 01; and
2. Exhibit 2 – DRCR003 – Aluminum Feeders Rev 01.

APPROVED AS TO FORM



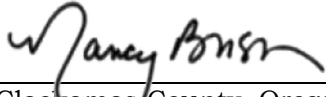
05/23/2023

County Counsel
Name: Andrew Naylor

AUTHORIZED SIGNATURES

Clackamas County, Oregon
Name: Tootie Smith, Chair

Date



5/24/23

Clackamas County, Oregon
Name: Nancy Bush

Date

Clackamas Progress Partners, LLC
Name: Andrea McLean

Date

Clackamas Progress Partners, LLC
Name: Lee Clayton

Date

EXHIBIT 1

DRCR002 – Standard CMU Filler with Epoxy Rev 01

March 27, 2023

Office of the County Administrator
Public Services Building
2051 Kaen Road
Oregon City, OR, 97045

Attention: Nancy Bush, Clackamas Courthouse Project Manager, nbush@clackamas.us

**Reference: Clackamas County Circuit Courthouse
Design and Construction Requirement Change Proposal No. 002**

Dear Mrs. Bush,

In accordance with the Project Agreement, Article 7 Section 7.10, Clackamas Progress Partners, LLC. hereby submits the attached documents and information pertaining to: Appendix 6 of the Project Agreement, Design and Construction Standards, Section 10.2.10, Detention equipment (b) Holding cells.

Notwithstanding anything to the contrary, the changes in the Work and impacts caused thereby, attributable to this Design and Construction Requirement Change proposal (the "Change Proposal") are limited to the direct work and terms as described above and does not include any work that is not specially set forth herein. The County will hold harmless Developer-Related Entities and insurers, from any and all claims, including those of 3rd parties that arise from or related to this Change Proposal. The Change Proposal excludes any Work that is not expressly described and committed to by Developer, Design Builder or Facilities Manager herein or any work that exceeds the submitted value thereof. The Compensation Amounts requested herein are an estimate only and are not to be construed as "as paid" or "actually incurred". Capitalized terms used and not otherwise defined in this letter shall have the meanings given to such terms in the DBFOM Agreement.

Best regards,



Karl E. Schaefer, CCM, DBIA, LEED
Clackamas Progress Partners, LLC
Interim Project Company Representative

cc: Nahomi Plaza, WT Partnership, Senior Program Manager
Stephen Hadanich, WT Partnership, Senior Advisor
Jon Kindrachuk, PCL Construction Services Inc., Project Director

Enclosure: Appendix A – Cost summary
Appendix B – Design Builder submittal package dated March 24, 2023

APPENDIX A

Construction Phase Cost Impact Summary

	Extra Work performed by:			
	Developer with its own forces	Contractors with their own forces	Subcontractors to the Contractor	Total
Developer	\$ -			\$ -
Design Builder		\$ (383,532.00)	\$ -	\$ (383,532.00)
Subtotal	\$ -	\$ (383,532.00)	\$ -	\$ (383,532.00)
DBFOM Permitted Markup				
(a) for Developer, 15% of the cost of that portion of the Extra Work to be performed by Developer with its own forces	\$ -			\$ -
(b) for Developer, 5% of the cost of that portion of the Extra Work to be performed by Contractors directly under contract to Developer	\$ -			\$ -
(c) for Contractors, 15% of the cost of that portion of the Extra Work to be performed by Contractors with their own forces;		\$ -		\$ -
(d) for Contractors, 5% of the cost of that portion of the Extra Work to be performed by lower tier Contractors directly under contract to the Contractor			\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
Design Build Phase Compensation Amount	\$ -	\$ (383,532.00)	\$ -	\$ (383,532.00)

Operations Phase Cost Impact Summary

	Extra Work performed by:			
	Developer with its own forces	Contractors with their own forces	Subcontractors to the Contractor	Total
Developer	\$ -			\$ -
Facilities Manager		\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
DBFOM Permitted Markup				
(a) for Developer, 15% of the cost of that portion of the Extra Work to be performed by Developer with its own forces	\$ -			\$ -
(b) for Developer, 5% of the cost of that portion of the Extra Work to be performed by Contractors directly under contract to Developer	\$ -			\$ -
(c) for Contractors, 15% of the cost of that portion of the Extra Work to be performed by Contractors with their own forces;		\$ -		\$ -
(d) for Contractors, 5% of the cost of that portion of the Extra Work to be performed by lower tier Contractors directly under contract to the Contractor			\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
Facilities Management Phase Compensation Amount	\$ -	\$ -	\$ -	\$ -
Total Cost Impact	\$ -	\$ (383,532.00)	\$ -	\$ (383,532.00)



CONSTRUCTION

March 24, 2023

Karl E. Schaefer, CCM, DBIA, LEED
Project Executive
Fengate PCL Progress Partners
TD North Tower
77 King Street West, Suite 3410
Toronto, ON M5K 1H1
karl.schaefer@fengate.com

Subject: Clackamas County Circuit Courthouse

Reference: DRCR # 002 – Pursuant to Section 7.10 (DESIGN AND CONSTRUCTION REQUIREMENT CHANGES MADE AT DESIGN-BUILDER REQUEST) - Appendix 6 of the Project Agreement, Design and Construction Standards, Section 10.2.10 Detention equipment (b) Holding cells

File: Project No. 5701126: 1J.5

Dear Mr. Schaefer,

Pursuant to Section 7.10 of the Design Build Agreement (DESIGN AND CONSTRUCTION REQUIREMENT CHANGES MADE AT DESIGN-BUILDER REQUEST), Design-Builder provides Project Company DRCR #002 enclosed as Attachment A. Design Builder is to provide notice of, and reasonable opportunity to review and comment upon, any Design and Construction Requirement Changes proposed to be made at the Design-Builder's request. The notice shall contain sufficient information for the Project Company to determine that the Design and Construction Requirement Change:

- (1) Does not diminish the capacity of the Project to be operated so as to meet the Contract Standards (as defined in the Project Agreement);
- (2) Does not impair the quality, integrity, durability and reliability of the Project;
- (3) Is reasonably necessary or is advantageous for the Design-Builder to fulfill its obligations under this Design-Build Contract; and
- (4) Is feasible.

Cost and schedule impacts are prepared pursuant to Article 16, Section 16.11 of the Design Build Agreement (Negotiated Lump Sum Pricing of Additional Work) and includes a summary description of the scope of work as described within proposed change enclosed as Exhibit 1. The proposal values the cost of the change as \$(384,532.00) and the scheduled time has been calculated as a 0 calendar day(s) extension to the Occupancy Readiness Date.

Design Builder has verified the proposed changes with the Design and Construction Standards pursuant to Section 3.1(a) of the Facilities Coordination Agreement, (Changes during Design Build Period), and Section 10.8 Facilities Management Services (Changes Facilities Coordination Review and Approval Confirmation). These verifications are memorialized within the enclosed Exhibit 2.



Please advise if Project Company should require anything additional, as it relates to the subject matter contained herein.

If you have any further questions relating to this matter, promptly contact Contractor at GAYourechuk@pcl.com.

Kind Regards,

PCL Construction Services, Inc.

Greg Yourechuk

Greg Yourechuk
Authorized Representative

GY/cgf

cc: Matt Glassman, Design Manager
Jennifer Canning, Quality Assurance Manager
Jon Kindrachuk, Design Build Project Manager
W.T. Sermeus, Lead Project Manager

See Enclosed Documents:

Exhibit 1 – Pursuant to Article 16, Section 16.11 of the Design Build Agreement (Negotiated Lump Sum Pricing of Additional Work)

Exhibit 2 – Pursuant to Section 3.1(a) of the Facilities Coordination Agreement, (Changes during Design Build Period), and Section 10.8 Facilities Management Services (Changes Facilities Coordination Review and Approval Confirmation)

Attachment A - Change Proposal #002

Date:	March 24, 2023
Pursuant to:	Article 7, Section 7.10, (DESIGN AND CONSTRUCTION REQUIREMENT CHANGES MADE AT PROJECT COMPANY REQUEST) of the DBFOM Agreement, Project Company shall give the County written notice of, and reasonable opportunity to review and comment upon, any Design and Construction Requirement Changes proposed to be made at the Project Company's request.
Changes to:	Appendix 6 of the Project Agreement, Design and Construction Standards, Section 10.2.10 Detention equipment (b) Holding cells:

Enclosed is Change proposed, as it pertains to Section 10.2.10 Detention equipment (b) Holding cells. Capitalized terms used and not otherwise defined in this proposal shall have the meanings given to such terms in the DBFOM Agreement.

The Contractor is pleased to provide the following information in accordance with Article 7, Section 7.10 of the DBFOM Agreement:

1. a detailed description of the Requirement Change proposed of the D&C Work:

a) Identify and label the proposed DBFOM language:

Appendix 6 of the Project Agreement, Design and Construction Standards, Section 10.2.10 Detention equipment (b) Holding cells:

b) Identify specific DBFOM language to which a Requirement Change is proposed:

“(iii) Provide structural glazed-concrete block walls with an anti-graffiti coating”

c) Provide Requirement Change proposed revised language and specify exact circumstances and/or limitations in seeking change:

*“(iii) Provide structural glazed-concrete block walls with an anti-graffiti coating **or standard concrete block walls with block filler and multilayer epoxy coating.**”*

a. In the event of future damage to glazed CMU, it is difficult to repair.

b. Within North America there is only one manufacturer of glazed CMU. There is justification to utilize a sole sourced product, whereas block filler plus multilayer epoxy coating is common practice at courthouse and jail holding cells.

c. Project Company has communicated and reviewed this change with the DLR Group and has confirmed that this deviation will have no impact on the projects ability to meet the LEED Gold standard that is required per the Project Agreement.

- d. Does not diminish the capacity of the Project to be operated so as to meet the Contract Standards
- e. Does not impair the quality, integrity, durability and reliability of the Project;
- f. Is reasonably necessary or is advantageous for the Project Company to fulfill its obligations under this Project Agreement; and
- g. Is feasible.

- 2. a detailed description of the impact of the Requirement Change proposed on the D&C Work

See revised language proposed in 1.C)

- 3. a detailed description of the impact of the Requirement Change proposed the O&M Work;

Facilities Manager (Honeywell) has provided an evaluation of the proposed change Pursuant to Section 3.1(a) of the Facilities Coordination Agreement, (Changes during Design Build Period), and Section 10.8 Facilities Management Services (Changes Facilities Coordination Review and Approval Confirmation), enclosed as Exhibit 2.

- 4. if the Requirement Change is issued before the Operational Readiness Date, a detailed description of any proposed adjustments to the Project Schedule, including to any Contract Deadline, required as a result of any delay that would be caused by the implementation of the Change proposed:

Any work or tasks associated with, or arising from the Change request shall be considered a condition to achieving a Contract Deadline. No change in schedule

- 5. where adjustments to Contract Deadlines are proposed:

- (i) a time impact analysis that identifies Critical Path impacts (with activity numbers, durations, predecessor and successor activities, resources, costs and reasons why Float is not available), illustrates the effect of schedule changes or disruptions on the Contract Deadlines and complies with the requirements of (Time Impact Analysis for Proposed Extensions of Time) of the Design and Construction Standards

N/A

- (ii) an assessment of the feasibility of accelerating the Work to meet the original deadline or to reduce the total delay period; and

N/A

- (iii) if acceleration is feasible, an estimate of the cost to accelerate;

N/A

6. an estimate of any compensation amount claimed;

See 7.

7. an estimate of the cost savings, if any, resulting from the Requirement Change proposed;

A cost saving proposal has been included Pursuant to Article 16, Section 16.11 of the Design Build Agreement (Negotiated Lump Sum Pricing of Additional Work), enclosed as Exhibit 1.

8. the effect (if any) of the Requirement Change request on Developers ability to perform the O&M Work stated by Contract Year;

N/A

9. where relief from obligations under the Contract Documents is sought, the effect of the Change proposed on Project Company's ability to perform any of its obligations under the Contract Documents that if not performed would result in the accrual of Noncompliance, the assessment of Deductions or the occurrence of a Developer Default, in each case including details of the relevant obligations, the effect on each such obligation, the likely duration of that effect and the specific relief sought;

N/A

- 10.a description of any additional consents or approvals required, including amendments, if any, of any Governmental Approvals required to implement the contemplated Requirement Change request;

N/A

- 11.a detailed description of the steps Project Company will take to implement the Change Request, including measures that Project Company will take to mitigate the costs, delay and other consequences of the Requirement Change request;

N/A

- 12.any other relevant information related to the Requirement Change request;

N/A

Exhibit 1

[Attachment A – Pursuant to Article 16, Section 16.11 of the Design Build Agreement (Negotiated Lump Sum Pricing of Additional Work)]



CRX Detail Report - CRX-004

PCL Construction Services, Inc.
Seattle Buildings Construction

Project #: 5701126
Project Name: Clackamas County Circuit Court
Location: 2125 Kaen Road
Oregon City, OR

CRX description: Glazed CMU Deduct

Header Summary		Summary		Subtrade	Quote \$
Type	Scope Change	Labor	1,470.77	J&S Masonry, Inc.	-500,000.00
CRX status	Quoted	Material	0.00		
Schedule days ducted	0	Equipment	0.00		
Quoted date	4/14/2023	Subtrade	-396,000.00		
Initiated date	3/23/2023	Overhead	5,524.94		
Comments	Design Builder provides the following proposal for providing standard concrete block walls with block filler and multilayer epoxy coating in lieu of structural glazed-concrete block walls with an anti-graffiti coating.	Fee	5,472.29		
		Total Quote:	\$-383,532.00		

Cost Code	Description	Quantity	UoM	Labor Hours		Labor		Material		Equipment		Subtrade		Total	
				Prod	Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total
010100	DIRECT FORCES WORK														
	Project Managers	1.00	HR	12.00	12.00	122.56	1,471	---	---	---	---	---	---	---	1,470.77
TOTAL	DIRECT FORCES WORK				12.0		1,470.77								1,470.77
990100	MARKUP ON DIRECT FORCES														
	OH&P on Direct Forces		LS	---	---	15.00%	221	15.00%	---	15.00%	---	---	---	---	220.62
TOTAL	MARKUP ON DIRECT FORCES						220.62								220.62
042000	SUBTRADE WORK														
	Glazed CMU deduct	-1.00	LS	---	---	---	---	---	---	---	---	---	---	---	-500,000.00
059000	Block fill and paint CMU in lieu of glazed CMU.	15,522.50	SF	---	---	---	---	---	---	---	---	6.70	104,000	---	104,000.00
TOTAL	SUBTRADE WORK														-396,000.00
014200	SUBTRADE MARKUP														
	Subcontract Default: Insurance		LS	---	---	---	---	---	---	---	---	1.0000%	1,040	---	1,040.00
990100	OH&P on Subcontract Costs		LS	---	---	---	---	---	---	---	---	5.0000%	5,252	---	5,252.00
TOTAL	SUBTRADE MARKUP														6,292.00
TOTAL	DIRECT FORCES & SUBTRADES				12.0		1,691.39								-389,708.00

Printed on: 4/14/2023 8:20 AM

Page 1 of 2



CRX Detail Report - CRX-004

PCL Construction Services, Inc.
Seattle Buildings Construction

Project #: 5701126
Project Name: Clackamas County Circuit Court
Location: 2125 Kaen Road
Oregon City, OR

CRX description: Glazed CMU Deduct

Cost Code	Description	Quantity UoM	Labor Hours		Labor		Material		Equipment		Subtrade		Total	
			Prod	Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total
	MARKUP ON TOTAL CRX													
014120	Security	LS	---	---	---	---	---	---	---	---	---	---	---	436.74
014100	Bonds	LS	---	---	---	---	---	---	---	---	---	---	---	607.07
014300	Insurance	LS	---	---	---	---	---	---	---	---	---	---	---	2,757.86
014300	B&O Tax	LS	---	---	---	---	---	---	---	---	---	---	---	23.16
014850	CAT Tax	LS	---	---	---	---	---	---	---	---	---	---	---	660.11
950100	Rounding	LS	---	---	---	---	---	---	---	---	---	---	---	-0.33
TOTAL	MARKUP ON TOTAL CRX													4,484.61
TOTAL	CRX #: CRX-004			12.0		1,691.39		---		---		-389,708.00		-363,532.00

Cost included to furnish and install below noted paint system at basement level holding cells and courtroom holding cells.

15,522.5 SF of CMU block to be coated in line with credited square footage of glazed CMU.

Epoxy-Modified Latex System MPI INT 4.2J:

- a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
 - 1) Sherwin Williams, Pro Industrial, Heavy Duty Block Filler
- b. Intermediate Coat: Epoxy-modified latex, interior, matching topcoat
- c. Topcoat: Epoxy-modified latex, semi-gloss (MPI Glass Level 5), MPI #215.
 - 1) Sherwin Williams, Pro Industrial, Waterbased Catalyzed Epoxy.

OREGON: CCB #84573
1200 NW Naito Pkwy #270;
Portland, OR 97209



WASHINGTON: JSMASI*126N6
PO Box 497; North Bend, WA 98045
(425) 888-0200 Fax (425) 888-0380

TO: DLR, PCL & CPP
FROM: J&S Masonry, Inc.
DATE: 4/17/23
RE: Standard CMU in Lieu of Glazed- VE

In effort to expedite schedule and value benefits to the Clackamas County Courthouse project, J&S masonry is tabling a (\$500,000) credit to omit Glazed CMU in all basement level holding cells as well as Courtroom holding cells on levels 3,4,5 & 6.

Deduct 15,522.5SF of Glazed CMU:

- Materials = (\$561,802)
- Labor = (\$282,083)

Add 15,522.5SF standard finish medium weight CMU:

- Materials = \$108,024
- Labor = \$235,861

If VE is accepted, these CMU walls would be installed with standard finish medium weight CMU to be epoxy painted by others.

As lead times for glazed CMU material is now nearly equal to current installation dates in basement, it is imperative to let us know as soon possible if this VE is acceptable.

Sincerely,

Ted Lutz, Project Manager
ted@jandsmasonry.com
206-396-4720

Exhibit 2

[Attachment B – Pursuant to Section 3.1(a) of the Facilities Coordination Agreement, (Changes during Design Build Period), and Section 10.8 Facilities Management Services (Changes Facilities Coordination Review and Approval Confirmation)]

Date: March 16, 2023
Type of Change: Change Request Section 7.10
Subject: Appendix 6 of the Project Agreement, Design and Construction Standards, Section 10.2.10 Detention equipment (b) Holding cells – CMU

Jon:

Pursuant to Section 3.1 Changes (a) Facilities Coordination Review and Approval Confirmation, Honeywell is acknowledging that the change “CMU” does not create an operability, reliability, or longevity issue for the Service Contractor. This change being requested will not affect the OPEX or CAPEX for Clackamas County Circuit Courthouse Project, pursuant to Section 10.8 Facilities Management Services Changes.



Requested Change
7.10 - CMU .docx

Regards,

Dennis Crawford

P3 Operations Leader
Honeywell Building Solutions
4411 6 Street S.E., Suite 100
Calgary, Alberta T2G 4E8
Office – 403 -221-2184
Dennis.Crawford@honeywell.com

EXHIBIT 2

DRCR003 – Aluminum Feeders Rev 01

March 28, 2023

Office of the County Administrator
Public Services Building
2051 Kaen Road
Oregon City, OR, 97045

Attention: Nancy Bush, Clackamas Courthouse Project Manager, nbush@clackamas.us

**Reference: Clackamas County Circuit Courthouse
Design and Construction Requirement Change Proposal No. 003**

Dear Mrs. Bush,

In accordance with the Project Agreement, Article 7 Section 7.10, Clackamas Progress Partners, LLC. hereby submits the attached documents and information pertaining to: Appendix 6 of the Project Agreement, Design and Construction Standards, Section 15.4.1(e), aluminum feeders.

Notwithstanding anything to the contrary, the changes in the Work and impacts caused thereby, attributable to this Design and Construction Requirement Change proposal (the "Change Proposal") are limited to the direct work and terms as described above and does not include any work that is not specially set forth herein. The County will hold harmless Developer-Related Entities and insurers, from any and all claims, including those of 3rd parties that arise from or related to this Change Proposal. The Change Proposal excludes any Work that is not expressly described and committed to by Developer, Design Builder or Facilities Manager herein or any work that exceeds the submitted value thereof. The Compensation Amounts requested herein are an estimate only and are not to be construed as "as paid" or "actually incurred". Capitalized terms used and not otherwise defined in this letter shall have the meanings given to such terms in the DBFOM Agreement.

Best regards,



Karl E. Schaefer, CCM, DBIA, LEED
Clackamas Progress Partners, LLC
Interim Project Company Representative

cc: Nahomi Plaza, WT Partnership, Senior Program Manager
Stephen Hadanich, WT Partnership, Senior Advisor
Jon Kindrachuk, PCL Construction Services Inc., Project Director

Enclosure: Appendix A – Cost summary
Appendix B – Design Builder submittal package dated March 24, 2023

APPENDIX A

Construction Phase Cost Impact Summary

	Extra Work performed by:			
	Developer with its own forces	Contractors with their own forces	Subcontractors to the Contractor	Total
Developer	\$ -			\$ -
Design Builder		\$ (388,241.00)	\$ -	\$ (388,241.00)
Subtotal	\$ -	\$ (388,241.00)	\$ -	\$ (388,241.00)
DBFOM Permitted Markup				
(a) for Developer, 15% of the cost of that portion of the Extra Work to be performed by Developer with its own forces	\$ -			\$ -
(b) for Developer, 5% of the cost of that portion of the Extra Work to be performed by Contractors directly under contract to Developer	\$ -			\$ -
(c) for Contractors, 15% of the cost of that portion of the Extra Work to be performed by Contractors with their own forces;		\$ -		\$ -
(d) for Contractors, 5% of the cost of that portion of the Extra Work to be performed by lower tier Contractors directly under contract to the Contractor			\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
Design Build Phase Compensation Amount	\$ -	\$ (388,241.00)	\$ -	\$ (388,241.00)

Operations Phase Cost Impact Summary

	Extra Work performed by:			
	Developer with its own forces	Contractors with their own forces	Subcontractors to the Contractor	Total
Developer	\$ -			\$ -
Facilities Manager		\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
DBFOM Permitted Markup				
(a) for Developer, 15% of the cost of that portion of the Extra Work to be performed by Developer with its own forces	\$ -			\$ -
(b) for Developer, 5% of the cost of that portion of the Extra Work to be performed by Contractors directly under contract to Developer	\$ -			\$ -
(c) for Contractors, 15% of the cost of that portion of the Extra Work to be performed by Contractors with their own forces;		\$ -		\$ -
(d) for Contractors, 5% of the cost of that portion of the Extra Work to be performed by lower tier Contractors directly under contract to the Contractor			\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
Facilities Management Phase Compensation Amount	\$ -	\$ -	\$ -	\$ -
Total Cost Impact	\$ -	\$ (388,241.00)	\$ -	\$ (388,241.00)



CONSTRUCTION

APPENDIX B

▶ **TOGETHER WE BUILD SUCCESS**

March 24, 2023

Karl E. Schaefer, CCM, DBIA, LEED
Project Executive
Fengate PCL Progress Partners
TD North Tower
77 King Street West, Suite 3410
Toronto, ON M5K 1H1
karl.schaefer@fengate.com

Subject: Clackamas County Circuit Courthouse

Reference: DRCR # 003 – Section 7.10 (DESIGN AND CONSTRUCTION REQUIREMENT CHANGES MADE AT DESIGN-BUILDER REQUEST) - Appendix 6 of the Project Agreement, Design and Construction Standards, Section 15.4.1(e)

File: Project No. 5701126: 1J.5

Dear Mr. Schaefer,

Pursuant to Section 7.10 of the Design Build Agreement (DESIGN AND CONSTRUCTION REQUIREMENT CHANGES MADE AT DESIGN-BUILDER REQUEST), Design-Builder provides Project Company DRCR #003 enclosed as Attachment A. Design Builder is to provide notice of, and reasonable opportunity to review and comment upon, any Design and Construction Requirement Changes proposed to be made at the Design-Builder's request. The notice shall contain sufficient information for the Project Company to determine that the Design and Construction Requirement Change:

- (1) Does not diminish the capacity of the Project to be operated so as to meet the Contract Standards (as defined in the Project Agreement);
- (2) Does not impair the quality, integrity, durability and reliability of the Project;
- (3) Is reasonably necessary or is advantageous for the Design-Builder to fulfill its obligations under this Design-Build Contract; and
- (4) Is feasible.

Cost and schedule impacts are prepared pursuant to Article 16, Section 16.11 of the Design Build Agreement (Negotiated Lump Sum Pricing of Additional Work) and includes a summary description of the scope of work as described within proposed change enclosed as Exhibit 1. The proposal values the cost of the change as \$(388,241.00) and the scheduled time has been calculated as a 0-calendar day(s) extension to the Occupancy Readiness Date.

Design Builder has verified the proposed changes with the Design and Construction Standards pursuant to Section 3.1(a) of the Facilities Coordination Agreement, (Changes during Design Build Period), and Section 10.8 Facilities Management Services (Changes Facilities Coordination Review and Approval Confirmation). These verifications are memorialized within the enclosed Exhibit 2.



Please advise if Project Company should require anything additional, as it relates to the subject matter contained herein.

If you have any further questions relating to this matter, promptly contact Contractor at GAYourechuk@pcl.com.

Kind Regards,

PCL Construction Services, Inc.

Greg Yourechuk

Greg Yourechuk
Authorized Representative

GY/cgf

cc: Matt Glassman, Design Manager
Jennifer Canning, Quality Assurance Manager
Jon Kindrachuk, Design Build Project Manager
W.T. Sermeus, Lead Project Manager

See Enclosed Documents:

Exhibit 1 – Pursuant to Article 16, Section 16.11 of the Design Build Agreement (Negotiated Lump Sum Pricing of Additional Work)

Exhibit 2 – Pursuant to Section 3.1(a) of the Facilities Coordination Agreement, (Changes during Design Build Period), and Section 10.8 Facilities Management Services (Changes Facilities Coordination Review and Approval Confirmation)

Attachment A - Change Proposal #003

Date:	March 24, 2023
Pursuant to:	Article 7, Section 7.10, (DESIGN AND CONSTRUCTION REQUIREMENT CHANGES MADE AT PROJECT COMPANY REQUEST) of the DBFOM Agreement, Project Company shall give the County written notice of, and reasonable opportunity to review and comment upon, any Design and Construction Requirement Changes proposed to be made at the Project Company's request.
Changes to:	Appendix 6 of the Project Agreement, Design and Construction Standards, Section 15.4.1(e)

Enclosed is Change proposed, as it pertains to Appendix 6 of the Project Agreement, Design and Construction Standards, Section 15.4.1(e). Capitalized terms used and not otherwise defined in this proposal shall have the meanings given to such terms in the DBFOM Agreement.

The Contractor is pleased to provide the following information in accordance with Article 7, Section 7.10 of the DBFOM Agreement:

1. a detailed description of the Requirement Change proposed of the D&C Work:

a) Identify and label the proposed DBFOM language:

Appendix 6 of the Project Agreement, Design and Construction Standards, Section 15.4.1(e)

b) Identify specific DBFOM language to which a change is requested:

“Feeder wiring shall consist of copper conductors installed in EMT or RGS conduit. Branch Circuit Wiring shall be copper conductors run in EMT conduit or liquid-tight flexible metal conduit (LFMC).”

c) Provide proposed revised language and specify exact circumstances and/or limitations in seeking change:

~~*“Feeder wiring shall consist of copper conductors installed in EMT or RGS conduit. Branch Circuit Wiring shall be copper conductors run in EMT conduit or liquid tight flexible metal conduit (LFMC).”*~~

“Feeder wiring shall consist of copper conductors or aluminum conductors over 100A installed in EMT, PVC, or RGS conduit. Branch Circuit Wiring shall be copper conductors run in EMT conduit, liquid-tight flexible metal conduit (LFMC), PVC, ENT, or copper conductor MC cable.”

Section 15.4.1 (e) of The Design and Construction Standards (D&C's) specifies that feeder wiring to be copper conductors. It is very common and standard

practice to utilize aluminum conductors for feeders over 100A.

Section 15.4.1 (e) of The Design and Construction Standards (D&C's) specifies that EMT and Liquid-tight flexible metal conduit for all branch circuit wiring. We would like to maintain all home runs from the panel to be in conduit but, allow for MC between boxes, devices and loads in concealed walls and ceilings.

Section 15.4.1 (e) of The Design and Construction Standards (D&C's) specifies that EMT and Liquid-tight flexible metal conduit for all branch circuit wiring. However, neither of these options are appropriate for underground or under slab branch circuit wiring. We would suggest using PVC with associated fittings.

Section 15.4.1 (e) of The Design and Construction Standards (D&C's) specifies that EMT and Liquid-tight flexible metal conduit for all branch circuit wiring. However, neither of these options are appropriate for in slab branch circuit wiring. We would suggest using ENT with associated fittings.

d) Identify how the change sought constitutes good practice, maintains safety and performance:

a. Aluminum Feeders 100A and Over

- i. This product is approved for the proposed use per NEC (NFPA 70) Article 310 Conductors for General Wiring: III Construction Specifications, 3.10.106 Conductors (B)
- ii. Use of aluminum conductors for feeders over 100A is industry standard and good practice in all electrical installations.
- iii. Aluminum conductors are safe conductors to use in bolted or compression connections.
 - i. This method is approved by the Electrical Engineer of record.
 - ii. There is no known conflict with the County's applicable Safety Standards.

b. MC

- i. This product is approved for the proposed use per NEC (NFPA 70) Article 330 Metal-Clad Cable: Type MC, II Installation, 330.10 Uses Permitted (A) (1), (2), (3) & (4).
- ii. Use of MC is industry standard and good practice in commercial buildings where not subject to physical damage or exposed to corrosive conditions.
- iii. MC has better performance characteristics than EMT as applied to conducting vibration and noise.
- iv. This method is approved by the Electrical Engineer of record.
- v. There is no known conflict with the County's applicable Safety Standards.

c. PVC

- i. Appendix 6 of the Project Agreement, Design and Construction Standards, Section 15.4.3.6(a) requires PVC underground.

- ii. This product is approved for the proposed use per NEC (NFPA 70) Article 352 Rigid Polyvinyl Chloride Conduit: Type PVC, II Installation, 352.10 Uses Permitted (G)
 - iii. Use of PVC is industry standard and good practice for underground and under slab installations.
 - iv. PVC has better performance than EMT when applied to the corrosive characteristics of direct contact with earth.
 - v. PVC is approved by the Electrical Engineer of record.
 - vi. There is no known conflict with the County's applicable Safety Standards.
- d. ENT
- i. This product is approved for the proposed use per NEC (NFPA 70) Article 362 Electrical Nonmetallic Tubing: Type ENT, II Installation, 362.10 Uses Permitted (6).
 - ii. Use of ENT is industry standard and good practice for the flexibility needed in post tension concrete construction.
 - iii. ENT has better performance over EMT when applied to the corrosive characteristics of concrete encasement.
 - iv. ENT is approved by the Electrical Engineer of record for this application.
 - v. There is no known conflict with the County's applicable Safety Standards.
- e. Project Company has communicated and reviewed this change with the DLR Group and has confirmed that this deviation will have no impact on the projects ability to meet the LEED Gold standard that is required per the Project Agreement.
- f. Does not diminish the capacity of the Project to be operated so as to meet the Contract Standards
- g. Does not impair the quality, integrity, durability and reliability of the Project;
- h. Is reasonably necessary or is advantageous for the Project Company to fulfill its obligations under this Project Agreement; and
- i. Is feasible.
2. a detailed description of the impact of the Requirement Change proposed on the D&C Work
- See revised language proposed in 1.C)
3. a detailed description of the impact of the Requirement Change proposed the O&M Work;

Facilities Manager (Honeywell) has provided an evaluation of the proposed change Pursuant to Section 3.1(a) of the Facilities Coordination Agreement, (Changes during Design Build Period), and Section 10.8 Facilities Management Services

(Changes Facilities Coordination Review and Approval Confirmation), enclosed as Exhibit 2.

4. if the Requirement Change is issued before the Operational Readiness Date, a detailed description of any proposed adjustments to the Project Schedule, including to any Contract Deadline, required as a result of any delay that would be caused by the implementation of the Change proposed:

Any work or tasks associated with or arising from the Change request shall be considered a condition to achieving a Contract Deadline. No change in schedule

5. where adjustments to Contract Deadlines are proposed:

- (i) a time impact analysis that identifies Critical Path impacts (with activity numbers, durations, predecessor and successor activities, resources, costs and reasons why Float is not available), illustrates the effect of schedule changes or disruptions on the Contract Deadlines and complies with the requirements of (Time Impact Analysis for Proposed Extensions of Time) of the Design and Construction Standards

N/A

- (ii) an assessment of the feasibility of accelerating the Work to meet the original deadline or to reduce the total delay period; and

N/A

- (iii) if acceleration is feasible, an estimate of the cost to accelerate;

N/A

6. an estimate of any compensation amount claimed;

See 7.

7. an estimate of the cost savings, if any, resulting from the Requirement Change proposed;

A cost saving proposal has been included Pursuant to Article 16, Section 16.11 of the Design Build Agreement (Negotiated Lump Sum Pricing of Additional Work), enclosed as Exhibit 1.

8. the effect (if any) of the Requirement Change request on Developers ability to perform the O&M Work stated by Contract Year;

N/A

9. where relief from obligations under the Contract Documents is sought, the effect of the Change proposed on Project Company's ability to perform any of its obligations under the Contract Documents that if not performed would result in the accrual of Noncompliance, the assessment of Deductions or the occurrence of a Developer

Default, in each case including details of the relevant obligations, the effect on each such obligation, the likely duration of that effect and the specific relief sought;

N/A

10.a description of any additional consents or approvals required, including amendments, if any, of any Governmental Approvals required to implement the contemplated Requirement Change request;

N/A

11.a detailed description of the steps Project Company will take to implement the Change Request, including measures that Project Company will take to mitigate the costs, delay and other consequences of the Requirement Change request;

N/A

12.any other relevant information related to the Requirement Change request;

N/A

Exhibit 1

[Attachment A – Pursuant to Article 16, Section 16.11 NEGOTIATED LUMP SUM PRICING
OF ADDITIONAL WORK]



CRX Detail Report - CRX-003

PCL Construction Services, Inc.
Seattle Buildings Construction

Project #: 5701126
Project Name: Clackamas County Circuit Court
Location: 2125 Kaen Road
Oregon City, OR

CRX description: Use of Aluminum Feeder Wiring and MC Cable

Header Summary		Summary		Subtrade	Quote \$
Type	Scope Change	Labor	1,470.72	OEG, Inc. DBA: Pride Electric, Friberg Electric, ISG/Integra	-390,000.00
CRX status	Quoted	Material	0.00		
Schedule days quoted	0	Equipment	0.00		
Quoted date	3/24/2023	Subtrade	-390,000.00		
Initiated date	3/16/2023	Overhead	67.67		
Comments		Fee	220.61		
		Total Quote:	\$-388,241.00		

Cost Code	Description	Quantity UoM	Labor Hours		Labor		Material		Equipment		Subtrade		Total	
			Prod	Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total
	DIRECT FORCES WORK													
	Project Manager	12.00 HR	1.000	12.00	122.56	1,471	---	---	---	---	---	---	---	1,470.72
	Rate is from Estimate #3.													
TOTAL	DIRECT FORCES WORK			12.0		1,470.72								1,470.72
	MARKUP ON DIRECT FORCES													
990100	OH&P on Direct Forces	%	----	---	15.00%	221	---	---	---	---	---	---	---	220.61
TOTAL	MARKUP ON DIRECT FORCES					220.61								220.61
	SUBTRADE WORK													
160100	Copper feeder - Base Scope	-1.00 LS	---	---	---	---	---	---	---	---	---	-254,000	---	-254,000.00
160100	Aluminum feeders in lieu of Copper- Proposed Scope	1.00 LS	---	---	---	---	---	---	---	---	---	114,000	---	114,000.00
160100	EMT & Single Conductors - Base Scope	-1.00 LS	---	---	---	---	---	---	---	---	---	-633,000	---	-633,000.00
160100	MC cable for branch circuits in lieu of EMT- Proposed Scope	1.00 LS	---	---	---	---	---	---	---	---	---	383,000	---	383,000.00
TOTAL	SUBTRADE WORK											-390,000.00		-390,000.00
	SUBTRADE MARKUP													
014200	SDI	LS	---	---	---	---	---	---	---	---	---	---	---	---
990100	OH&P on Subcontract Costs	LS	---	---	---	---	---	---	---	---	---	---	---	---
TOTAL	SUBTRADE MARKUP													---
TOTAL	DIRECT FORCES & SUBTRADES			12.0		1,691.33						-390,000.00		-388,308.67



CRX Detail Report - CRX-003

PCL Construction Services, Inc.
Seattle Buildings Construction

Project #: 5701126
Project Name: Clackamas County Circuit Court
Location: 2125 Kaen Road
Oregon City, OR

CRX description: Use of Aluminum Feeder Wiring and MC Cable

Cost Code	Description	Quantity UoM	Labor Hours		Labor		Material		Equipment		Subtrade		Total		
			Prod	Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total	
	MARKUP ON TOTAL CRX														
	Insurance	LS	---	---	---	---	---	---	---	---	---	---	---	2.440%	41.27
	Security	LS	---	---	---	---	---	---	---	---	---	---	---	.390%	6.60
	Bonds	LS	---	---	---	---	---	---	---	---	---	---	---	.540%	9.36
	B&O Tax	LS	---	---	---	---	---	---	---	---	---	---	---	.020%	0.35
	CAT Tax	LS	---	---	---	---	---	---	---	---	---	---	---	.570%	9.93
	Rounding	LS	---	---	---	---	---	---	---	---	---	---	---	.009%	0.16
TOTAL	MARKUP ON TOTAL CRX														67.67
TOTAL	CRX #: CRX-003			12.0		1,691.33									-388,241.00



CCN # 180830-005
Date: 4/14/2023
Page Number: 1

PCL Construction

W.T. Sermeus
13920 SE Eastgate Way
Suite 400
Bellevue, WA 98005
(425) 691-0281

Clackamas Counth Courthouse

PCL Construction

Attn: W.T. Sermeus

Subject: MC Cable VE Option

Mr. Sermeus,

OEG is pleased to submit this change proposal for your consideration.

We have not proceeded with this work and need a written notification to proceed along with approval of the costs contained herein prior to starting work.

Included in this Proposal is:

Utilizing approximately 51,000 feet of MC cable in lieu of EMT and single conductors.

Total \$-248,405.44

Qualifications:

MC to be used only in concealed applications (in walls and above ceilings) for branch wiring. Homeruns to remain in EMT from a box in the vicinity of the circuits back to the panels.

Wiring is to be in accordance with the National Electrical Code.

All work is to be done during normal working hours (unless noted above).

Permit included in price.

This proposal is valid for 30 days from date received.

We reserve the right to claim impacts on cost and/or schedule at a later date.

Exclusions:

Sheetrock/plaster/wood cutting, patching, and painting.

Landscape replacement/repairs.

Overtime and premium time.

Please review this proposal, and give me a call if you have any questions.

Respectfully,

Don MacDonald
Senior Project Manager



Itemized Breakdown

ADD

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
CABLE #12 - 2C MC - STL ARMOR	24,351	645.50	M	15,718.57	30.00	M	730.53
CABLE #12 - 2C MC - STL ARMOR- Ltg. Cntrl	24,303	916.75	M	22,279.78	30.00	M	729.09
CABLE 1/2" CONN MC / FMC STL	7,914	134.00	C	10,604.76	18.00	C	1,424.52
Totals	56,568			48,603.11			2,884.14

DEDUCT

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
CON 3/4" EMT RACEWAY	-48,654	89.94	C	-43,759.41	5.30	C	-2,578.66
CON 3/4" EMT CONN SS STL	-7,914	35.49	C	-2,808.68	10.00	C	-791.40
CON 3/4" EMT COUPLING SS STL	-3,957	35.77	C	-1,415.42	5.00	C	-197.85
WIRE #12 THHN BLACK	-136,401	151.30	M	-20,637.47	6.00	M	-818.41
WIRE #12 THHN GREEN	-30,088	151.30	M	-4,552.31	5.00	M	-150.44
WIRE #16 TFFN PURPLE	-24,303	81.51	M	-1,980.94	5.00	M	-121.52
WIRE #16 TFFN GRAY	-24,303	81.51	M	-1,980.94	5.00	M	-121.52
Totals	-275,620			-77,135.17			-4,779.79

Summary

MATERIAL		
General Materials		-28,532.06
Material Total		-28,532.06
LABOR		
APPRENTICE - STRAIGHT TIME	(-568.70 Hrs @ \$89.12)	-50,682.54
ELECTRICIAN - STRAIGHT TIME	(-1,326.96 Hrs @ \$100.89)	-133,876.99
SUPERVISION - SUPT - 15% ON DIRECT LABOR	(-284.35 Hrs @ \$124.58)	-35,424.32
ESTIMATOR	(1.00 Hrs @ \$110.47)	110.47
Total Labor		-219,873.38

Final Amount **\$-248,405.44**



CCN # 180830-004
Date: 4/14/2023
Page Number: 1

PCL Construction

W.T. Sermeus
13920 SE Eastgate Way
Suite 400
Bellevue, WA 98005
(425) 691-0281

Clackamas Counth Courthouse

PCL Construction

Attn: W.T. Sermeus

Subject: Aluminum Feeder VE Option

Mr. Sermeus,

OEG is pleased to submit this change proposal for your consideration.

We have not proceeded with this work and need a written notification to proceed along with approval of the costs contained herein prior to starting work.

Included in this Proposal is:

Utilizing approximately 56,600 feet of aluminum conductor feeder wire in lieu of 52,290 feet of copper conductor feeder wire.

Total \$-139,808.73

Qualifications:

Only feeders 100 amps and larger are considered with this VE. all feeders below 100 amps will remain copper.

Wiring is to be in accordance with the National Electrical Code.

All work is to be done during normal working hours (unless noted above).

Permit included in price.

This proposal is valid for 30 days from date received.

We reserve the right to claim impacts on cost and/or schedule at a later date.

Exclusions:

Sheetrock/plaster/wood cutting, patching, and painting.

Landscape replacement/repairs.

Overtime and premium time.

Please review this proposal, and give me a call if you have any questions.

Respectfully,

Don MacDonald
Senior Project Manager
206.450.2339



Itemized Breakdown

ADD

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
WIRE # 4 THHN BLACK - AL	1,670	438.99	M	733.11	10.80	M	0.00
WIRE # 2 THHN BLACK - AL	1,815	556.99	M	1,010.94	12.60	M	0.00
WIRE # 1 THHN BLACK - AL	3,280	780.00	M	2,558.40	16.20	M	0.00
WIRE #2/0 THHN BLACK - AL	2,870	1,018.80	M	2,923.96	19.80	M	0.00
WIRE #3/0 THHN BLACK - AL	6,240	1,264.88	M	7,892.85	21.60	M	0.00
WIRE #4/0 THHN BLACK - AL	750	1,616.00	M	1,212.00	23.40	M	0.00
WIRE #250 THHN BLACK - AL	13,610	1,683.60	M	22,913.80	26.10	M	0.00
WIRE #300 THHN BLACK - AL	6,935	2,326.28	M	16,132.75	28.80	M	0.00
WIRE #350 THHN BLACK - AL	840	2,753.00	M	2,312.52	31.50	M	0.00
WIRE #400 THHN BLACK - AL	10,140	2,807.00	M	28,462.98	34.20	M	0.00
WIRE #500 THHN BLACK - AL	5,570	3,048.92	M	16,982.48	36.90	M	0.00
WIRE #600 THHN BLACK - AL	2,880	3,863.81	M	11,127.77	39.60	M	0.00
Totals	56,600			114,263.56			0.00

DEDUCT

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
WIRE # 2 THHN BLACK	-70	1,682.90	M	-117.80	17.00	M	0.00
WIRE #1/0 THHN BLACK	-6,085	2,475.00	M	-15,060.38	22.00	M	0.00
WIRE #2/0 THHN BLACK	-560	2,762.63	M	-1,547.07	24.00	M	0.00
WIRE #3/0 THHN BLACK	-11,200	3,848.00	M	-43,097.60	26.00	M	0.00
WIRE #4/0 THHN BLACK	-7,068	4,803.00	M	-33,947.60	29.00	M	0.00
WIRE #350 THHN BLACK	-11,825	7,081.44	M	-83,738.03	38.00	M	0.00
WIRE #500 THHN BLACK	-4,900	11,833.00	M	-57,981.70	44.00	M	0.00
WIRE # 6 THHN GREEN	-1,670	696.57	M	-1,163.27	10.00	M	0.00
WIRE # 4 THHN GREEN	-1,815	1,065.96	M	-1,934.72	12.00	M	0.00
WIRE # 2 THHN GREEN	-2,910	1,682.90	M	-4,897.24	16.00	M	0.00
WIRE # 1 THHN GREEN	-610	1,831.80	M	-1,117.40	18.00	M	0.00
WIRE #1/0 THHN GREEN	-2,385	2,242.73	M	-5,348.91	20.00	M	0.00
WIRE #2/0 THHN GREEN	-120	2,762.63	M	-331.52	22.00	M	0.00
WIRE #3/0 THHN GREEN	-900	3,486.56	M	-3,137.90	24.00	M	0.00
WIRE #4/0 THHN GREEN	-175	4,352.15	M	-761.63	26.00	M	0.00
Totals	-52,293			-254,182.77			0.00

Summary

MATERIAL		
General Materials		-139,919.20
Material Total		-139,919.20
LABOR		
ESTIMATOR	(1.00 Hrs @ \$110.47)	110.47
Total Labor		110.47



Summary (Cont'd)

Final Amount

\$-139,808.73

Exhibit 2

[Attachment B – Pursuant to Facilities Coordination Agreement, Design Build Period,
Section 3.1 Changes (a) (Facilities Coordination Review and Approval Confirmation &
Section 10.8 Facilities Management Services Changes (Honeywell)]

Date: March 17, 2023
Type of Change: Requested Change Section 7.10
Subject: Appendix 6 of the Project Agreement, Design and Construction Standards, Section 15.4.1(e)

Jon:

Pursuant to Section 3.1 Changes (a) Facilities Coordination Review and Approval Confirmation, Honeywell is acknowledging that the change "Aluminum Feeders Branch" does not create an operability, reliability, or longevity issue for the Service Contractor. This change being requested will not affect the OPEX or CAPEX for Clackamas County Circuit Courthouse Project pursuant to Section 10.8 Facilities Management Services Changes.



Requested Change
7.10 Aluminum Fees

Regards,

Dennis Crawford

P3 Operations Leader
Honeywell Building Solutions
4411 6 Street S.E., Suite 100
Calgary, Alberta T2G 4E8
Office – 403 -221-2184
Dennis.Crawford@honeywell.com