

EXHIBIT A
KELLY BUTTE RESERVOIR

POST PROJECT EVALUATION
FACTUAL FINDINGS EXEMPTION FROM COMPETITIVE BIDDING

Construction of a 25-million gallon water reservoir at Kelly Butte is part of the Portland Water Bureau's long range plan to provide adequate in-town terminal storage facilities to comply with the Environmental Protection Agency's (EPA) new drinking water "Long Term 2 Enhanced Surface Water Treatment Rule" (LT2).

The work included removal of an existing 10-million gallon (MG) above-ground steel tank, construction of a new buried 25-MG reinforced concrete reservoir with two cells, construction of two separate valve structures (partially buried), waterlines and appurtenances, storm sewers, reservoir drain and overflow system, roads, fencing, grading, restoration, landscaping, mitigation plantings, and other site improvements.

ORS 279C.355 requires an evaluation report upon completion of a project exempt from competitive bidding. The report must include information on the Guaranteed Maximum Price (GMP) if used; actual and estimated project costs; numbers of change orders; an analysis of the success and failures of the design, engineering and construction; and an objective assessment of the use of the alternative contracting process as compared to the findings required by ORS 279C.355. The following is the report required by ORS 279C.355 and how the use of an alternative method was in the City's best interest.

Objective assessment of exemption from competitive bidding under Oregon Statute.

The paragraphs in italics below are from the Alternative Procurement Findings approved by City Council on June 16, 2010 (Ordinance No. 183913). These statements were used to justify for the construction of the Kelly Butte Reservoir Project (Project) using an alternative procurement process. The Project Manager's response states how the Project achieved or not the expectations set forward in the initial Findings.

Oregon law requires all public improvement projects to be procured by a competitive low bid method, unless an exemption is granted by the State of Oregon or the Local Contract Review Board for public agencies other than the state. In order to obtain an exemption, ORS 279C.330 requires the Portland City Council, acting as the Local Contract Review Board, to approve two findings submitted by the City staff:

- 1. That it is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for the public improvement, and;*
- 2. The awarding of the public improvement contract under the exemption will result in substantial cost savings for the City of Portland ("Owner").*

Additionally, the Findings noted the following regarding Competitive Bidding:

ORS 279C.335 (2) requires that an agency make certain findings as part of exempting public contracts or classes of public contracts from competitive bidding. ORS 279C.335 (2) (a) requires an agency to find that: It is unlikely that such an exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition from public improvement contracts. This conclusion is supported by the following:

PWB will issue a Request for Proposals (RFP) for a Construction Manager/General Contractor (CM/GC) for this project in accordance with procedures that will attract competition for this contract from qualified contractors in the construction community. The RFP will be advertised in the Daily Journal of Commerce, and will be posted on the City of Portland's BuySpeed website. Potential Contractors will submit proposals. A Selection Committee consisting of personnel from Water Bureau, and others from the community, including an Alliance of Minority Chamber provided evaluator(s), will evaluate the proposals and will select a contractor based on evaluation of the proposals and subsequent interviews, if necessary. The selection process will be completed under the supervision of Procurement Services. The evaluation process will be based on predefined criteria such as demonstrable technical qualifications, the proposed fixed fee for the CM/GC during construction, diversity in employment and sustainability, project team, project understanding, and safety. Subcontracted portions of the work will be contracted by the Contractor through a competitive bidding process. The CM/GC contracting process will not limit competition or encourage favoritism in the selection process when compared to the standard Design Bid Build (DBB) process.

The selected contractor's level of experience and knowledge must be high. This is a unique, complicated, and important project for the PWB. Selection of a contractor based on technical qualification is critical to obtaining a contractor that can effectively coordinate all the pieces of the project. Significant risks are associated with this project. A competent contractor on this project will minimize risks, reduce change orders, and maintain the critical path of the project. The experience of this contractor enable the schedule to stay on track and assure that the Project will operate correctly to meet the requirements of the Land Use Review and the EPA approved schedule. The CM/GC process is critical in allowing the contractor to be intensely involved in the design, value engineering, schedule, risk-reduction, and overall successful completion of this project. The CM/GC method maintains competition among qualified proposers.

Project Manager's response: The CM/GC team was selected using the RFP process. Four (4) proposals were received. A selection committee composed of City staff and outside members in accordance with City requirements reviewed the proposals. The selection committee used a "best value" process to select the CM/GC contractor based on a combination of technical merit and price. The Hoffman Construction Company (HCC) team was selected as the successful contractor. HCC brought an efficient and technically competent team to the Project. HCC was awarded the contract to perform Pre-Construction Services. During the pre-construction services a guaranteed maximum price (GMP) construction was negotiated with HCC. The Project was completed without claims and well under the GMP contract amount.

As used in ORS 279C.335, 279C.345 and 279C.350, "findings" means the justification for a contracting agency conclusion that includes, but is not limited to, information regarding:

- (1) Operational, budget, and financial data;
- (2) Public benefits;
- (3) Value engineering;
- (4) Specialized expertise required;
- (5) Public safety;
- (6) Market conditions;
- (7) Technical complexity; and
- (8) Funding sources. [2003 c.794 §102]

(1) Operational, budget, and financial data;

A - Pre-Construction Services Contract and Amendment Costs

The original amount for the Phase I Pre-Construction Services contract was \$360,000. This first phase of the work occurred prior to finalization of "Issue for Construction" Contract Documents. Briefly, the Pre-Construction Services Contract included, but was not limited to, participating in design meetings, value engineering, estimating and cost control, schedule development, permitting assistance, plan, and specification reviews, and constructability reviews. Additionally the Contractor helped develop the construction scope for work, construction schedules, and the GMP. The contract was amended to include erosion control, temporary fencing, tree removal and installation of gravel work surfaces to comply with permit requirements. The final Pre-Construction Services Contract cost was \$386,317.77. The work associated with this contract was complete on June 30, 2013.

B - Guaranteed Maximum Price (GMP) Contract Costs and Change Orders

The original amount for the GMP Contract amount was \$57,250,000. There have been five (5) no cost change orders issued for the Construction Contract. Change Order No. 1 provided for administrative clean-up of Exhibit A, Kelly Butte Reservoir (KBR) Guaranteed Maximum Priced (GMP) fee Schedule. Change Order No. 2 authorized spending associated with implementation of the Modified Community Benefits Agreement (CBA). Change Order No. 3 through Change Order No. 5 issued additional revised plans and specifications as results of permit requirements, field reviews and site condition changes. The contract completion date was also extended due to delays in a regulatory permit approval. Each change order was covered under a combination of contingency funds and Owner Savings within the Project GMP. The final contract price, including all reimbursable cost of work and the CM/GC Fee, is \$50,539,372.15 (approximately 11.72% under the original GMP contract amount). The Final Cost Savings on the contract is

\$6,710,627.85. The Project is now complete and all work necessary to close the Project has been executed in accordance with the contract.

C – Overall Project Costs

The initial estimate for the Project was \$90,000,000, including planning, design, construction, and internal management costs. The final Project cost is estimated to be approximately \$63,600,000, after final contract payments and internal costs associated with Project closeout, resulting in a savings of approximately \$26,400,000 from the initial estimate.

(2) Public benefits

PWB must meet its commitment to the City of Portland to provide quality potable water to its 800,000 customers and maintain water storage and firefighting capacity during construction. Construction of Kelly Butte Reservoir is critical in providing the necessary storage in complying with LT2 requirements for the open reservoirs. Therefore, it is necessary that construction of the Project proceed smoothly and with a minimum interruptions, delays, and claims.

It is likely that there will be a lower chance of disruption to the schedule, cost overruns, and delays by using the CM/GC approach. Electing to adopt reasonable measures such as alternative contracting to meet its commitments falls well within the bureau's fundamental mission of maintaining the livability of the City.

Utilizing the CM/GC contracting method will allow the City to minimize the risk of awarding the contract to an under qualified contractor.

Finally, CM/GC contracting will allow construction of the current facility plan at the lowest life-cycle cost of any other technically feasible alternative identified to date, including a DBB process. A CM/GC approach will thus allow the public to receive the benefits of both timeliness and lowest cost.

Using a CM/GC contract provides more opportunities during design and construction to address constructability, modify construction means and methods, and work in partnership with the city. This construction approach provides the following public benefits:

- *Minimizing disruptions to the neighborhood.*
- *Success in neighborhood relations.*
- *Ensuring access to adjacent properties is maintained.*
- *Minimize odor, noise, vibration impacts, and utility disruptions.*
- *Provides most qualified contractor to be hired at the best value*

Project Manager's response: The alternative procurement method resulted in the selection of HCC as the qualified CM/GC contractor. HCC had the specialized experience and equipment necessary to complete a complicated Project of this nature and was involved at the 60% design phase which allowed the Project team to design structures that would limit impacts and disruption to the City's water supply source conduits during construction of the Project; HCC did not cause disruptions to the City water system. The CM/GC process allowed the Project team to

achieve maximum flexibility for the sequencing of construction, constructability reviews, construction staging, and assured environmental compliance was maintained. In addition, being a local contractor, HCC had an interest in maintaining a positive relationship with the community. They also had existing knowledge of local costs and the expertise and experience with local subcontractors. In addition, the Project provided additional public benefit by piloting a community benefits program to increase participation of Disadvantaged, Minority, and Women Enterprise and Emerging Small Business (DMWESB) contract workers on the Project and by concentrating on local hiring where possible.

(3) Value Engineering

The CM/GC contracting process will give the contractor an opportunity to partner with PWB Project team, the designer, and operations in performing value engineering (VE) and constructability reviews during design. Value engineering is a process in which Project stakeholders compare the total Project cost to Project performance and evaluate the benefit-to-cost ratio. With a CM/GC procurement method, constructability is continuously evaluated and final costs are determined early in the process (that is, prior to completion of the final design). The early and realistic determination of costs allows PWB to adjust design and construction methods based on real costs. In contrast, contractor input into the Project while it is being designed is not possible using the conventional DBB construction process.

Early involvement of the CM/GC contractor will reduce overall Project costs and more efficiently attain the Project objectives. The CM/GC contractor can see conditions while design is ongoing and provide input. The CM/GC's construction experience and knowledge will help identify and resolve issues prior to construction and will aid in early identification of effective measures to minimize disruption. This partnering will likely reduce the need for change orders, claims, and delays, resulting in significant cost savings and delivery of quality facilities on time.

Early CM/GC procurement (30% design) best leverages VE ideas from a contractor, as they can be implemented without incurring additional costs associated with re-design.

Project Manager's response: Because the contractor was involved early in the design, the Project benefited from early and ongoing VE, constructability reviews, and schedule refinement. This integration resulted in significant cost savings to the Project with no significant change orders.

By bringing the contractor in early, information necessary for fabrication of large diameter piping being connected to the existing system was able to be obtained during the design phase, allowing for a more precise design and expediting the material procurement during the construction phase. In addition, the contractor was able to share their proposed construction means and methods of using two tracked electric tower cranes which allowed consideration of these loads to be taken into account during design. A specific example of invaluable input the contractor provided during design was on the selection of the most cost effective location, configuration, and design of the overflow detention basin based on multiple options available.

(4) Specialized Expertise Required.

The construction of Kelly Butte Reservoir will require a highly specialized contractor in order to meet the tight Project schedule and technical site constraints. The work will require massive cuts into a hillside with steep slopes. A large portion of the Project site lies within an environmental protection zone that will require minimal disturbance during construction activities. Due to the large excavations and the steep slopes, erosion control and stormwater management will be critical. The CM/GC process allows PWB to contract with a contractor that demonstrates the desired specialized expertise. Utilizing a CM/GC will allow the contractor to provide valuable input during the design process. Constructability issues can be addressed preceding the actual construction activities.

Expertise in reservoir construction methodology, sequencing, scheduling and cost estimating is essential to make sure the City realizes an optimum design that remains practical and within budget. The CM/GC contracting process will provide the best opportunity to select the most knowledgeable contractor with the necessary expertise for this Project. An alternative contracting method, such as CM/GC provides the only realistic way to make sure that expertise is available during the Project design phase. In contrast, the DBB method does not permit the City to use the contractor's expertise to help design the Project. Although the DBB process, through the use of contractor prequalification permits the City to make sure that qualified contractors bid on the Project, it, it does not permit the City to select the most qualified contractor to perform this work. Using specialized expertise on this Project in the most beneficial way requires a CM/GC contracting process to maximize the Project success and minimize unanticipated costs.

Project Manager's response: The CM/GC selection method provided the best opportunity to select not just a qualified contractor, but the most knowledgeable contractor available with the necessary expertise and equipment for this Project. Reservoir construction is fairly complex. By using the CM/GC procurement method, the City was able to solicit the reservoir/concrete civil construction community and have them provide input on the best match to the Project parameters and their skill sets. The City received four (4) proposals all of which were viable. Conventional DBB methods would have required the Water Bureau to select the lowest bidder who may not have had the technical expertise to complete such a complicated Project.

HCC provided expertise in reservoir and concrete construction as well as contractor quality control. Without early input from HCC it would have been challenging to ensure the design parameters of the Project were met while staying on schedule and under budget.

(5) Public Safety.

The PWB must deliver high-quality water to its customers and provide water for emergencies 24 hours a day and 365 days a year. The construction activities cannot interfere with PWB's mission of providing high-quality water that meets all regulatory standards.

The CM/GC process enables the selected contractor to provide input during the design process including establishing a safety plan and a coordinated construction phasing plan. This process is more likely than the DBB process to result in early implementation of health and safety

measures to protect the public water source, PWB staff, construction workers, and the public throughout the Project. These health and safety measures will ensure that the water system continues to provide excellent water quality, reliability, and system security.

As a public Project, it is important to build the Project with safety foremost in the contractor's approach to ensure safe working conditions for the contractor, neighbors and traveling public that could be affected by the Project.

Project Manager's response: By using the CM/GC procurement method, HCC was able to assist the Project team in assuring that the design and construction methods would not impact the water system. This Project also utilized an Owner Controlled Insurance Program. The CM/GC procurement method allowed safety records to be considered in selecting the Contractor. HCC had a robust safety program which was successfully implemented to minimize safety incidents on the Project. In addition, the Project was partially situated within the property of the Central Church of the Nazarene, requiring a permanent and temporary construction easement. The Contractor was able assist in developing a staging plan during the design phase that assured safety to the church parishioners and the general public. Allowing HCC to be involved early in the process allowed the Project team to build trust and strong working relationships that made this Project a success. HCC was required to submit a health and safety plan to protect the public water source, Water Bureau operators/staff, construction workers, neighbors and the general public.

(6) Market Conditions

A CM/GC contracting process would reach the same or greater market of construction contractors as the DBB process. The Request for Proposals for specialized skills, size of the Project and major components of work necessary for the Project could reach the state and national marketplace. Competitive contracting to this market will be obtained during the solicitation for qualifications and proposals. Hiring a CM/GC ensures that the Project design and construction sequencing will employ all market innovations in means and methods. A CM/GC would be selected using the City's alternative procurement process that evaluates qualifications and proposals to ensure the best combination of technical expertise at a cost-effective price. See Paragraph I, Competitive Bidding, for more discussion of the process.

CM/GC contracting has the added benefit of allowing the selected contractor to solicit competitive bids for various aspects of work (equipment, labor, etc.) as the work is ready to go out to bid and coordinate construction activities among all resources to minimize construction risks and delays. The CM/GC will be able to prepare material and equipment submittals early and issue purchase orders to suppliers and vendors during design for timely delivery. This would also provide increased opportunity to identify and reach out to qualified minority, women, and emerging small businesses that may otherwise not have an opportunity to participate in the Project. Overall, the CM/GC process provides the best assurance that the most-qualified and most cost-effective subcontractors, suppliers, and vendors would be available to meet the demanding schedule at minimum cost.

Current market conditions are very attractive because of the current economic conditions. Early procurement allows the City to take advantage of this environment.

Project Manager's response: The CM/GC process allowed the Water Bureau to coordinate and attract potential qualified contractors early on in the design process. Involving HCC early on allowed the reservoir design and construction to be developed and proceed in a way that reduced time and costs to the Project.

The CM/GC method allowed HCC to solicit subcontractors for design recommendations and pricing during design. This was an especially useful strategy when working with the reservoir component. HCC's expertise in reservoir construction and concrete construction methodology enabled them to evaluate the design and procure long lead item materials such as the large quantities of structural reinforcing early on which kept material costs down.

Additionally, HCC's specific expertise in concrete construction coupled with their reputation of being one of the largest concrete constructors in the state allowed the Project team the flexibility to coordinate with local concrete suppliers in advance. This was especially useful because of the following: It ensured the requirements for the engineered concrete mix for the reservoir were clearly communicated and planned for in advance; allowed the concrete suppliers to procure materials in advance at lower cost; and, because the Project needs were known, an adequate supply of concrete was planned for and readily available for the Project even during the peak construction season in the Portland area, thus eliminating any potential delays.

During construction, HCC advertised five (5) formal bid packages. By the end of the Project, HCC had contracted with 38 first-tier subcontractors, including Hoffman Structures, Inc. the HCC subsidiary who self-performed the reservoir concrete work, who in turn had 51 second-tier and third-tier subcontractors. Approximately 73% of the contract payments were paid to competitive subcontracts, with the rest paid for self-performed work and overhead expenses.

(7) Technical Complexity.

This is a technically complex Project because of the environmental zones that exist within the Project site. The CM/GC process allows the City to acquire a highly qualified contractor, as opposed to a minimally qualified contractor that the DBB process might produce. As a result, it is more likely that the CM/GC can resolve the technical complexities of the Project more efficiently, in part because of its qualifications and in part because it will have additional time to think about how such problems can be handled during the design and construction process.

Kelly Butte is an environmentally sensitive area with Environmental Protection (EP) and Environmental Conservation (EC) zones as well as a Hazardous Slopes overlay. It is essential that both design and construction contractors have a thorough understanding of the requirements to protect these resources, and that design and environmental permitting is coordinated smoothly. The CM/GC method will allow the contractor to proactively be involved in design to develop construction approaches and methods to minimize impacts in and around Kelly Butte. Such involvement in the design stage would not be possible using the traditional DBB contracting method.

In addition to protecting the environment during construction, the Project requires establishment of a construction phasing plan, construction mitigation plan, construction management plan, erosion and stormwater control plan, traffic control plan, health and safety plan; and a shoring plan. Some of these plans will require close coordination with the public, City Bureaus and permitting agencies. This can be a time consuming process. The CM/GC process allows the contractor additional time for this planning and permitting process, thus making it more likely that the Project can be completed without delays.

The CM/GC would be responsible for supplying and coordinating the various subcontractors to complete the work. The CM/GC would therefore better coordinate the phasing, safety, and installation methods than a construction contractor hired through the DBB process. This technical complexity requires that the construction contractor understand and be able to manage all aspects of work. A qualified and informed contractor is imperative to managing these elements. The CM/GC contracting process permits selection of the most qualified contractor to function as a partner in the design and construction process, rather than requiring the City to accept the contractor that submits the lowest bid.

The conventional DBB process, based strictly on the initial price, does not guarantee hiring the contractor best able to handle the technical complexity of this process. Hiring a DBB contractor based strictly on submittal of the lowest bid may well cause the City additional short- and long-term costs and risks.

Project Manager's response: Reservoir construction is challenging. It requires a high degree of competence, attention to detail and quality control to ensure a properly constructed, functioning and maintainable facility. The CM/GC process provided the Water Bureau with the opportunity to select some of the most highly skilled reservoir and concrete contractors in the industry. The Water Bureau was able to assess all elements of the CM/GC team and make a selection that provided good coverage of all the key elements of the Project.

HCC's experience with both concrete and reservoir construction methodology allowed them to "look ahead" and identify potential issues and provide recommendations on how some portions of the design needed to be modified while still maintaining design parameters before construction began on various structural elements. This proactive approach alleviated multiple issues and potential conflicts that would have significantly delayed and increased costs to the Project, had the issues not been addressed beforehand.

The integrated nature of the CM/GC team facilitated early and constant feedback between the designers and the contractors. The Water Bureau was also an integral member of the team, being present during all aspects of the Project. This high level of coordination was critical in making this Project a success. Using a DBB process would not have led to the same successful outcome.

By utilizing the CM/GC procurement method, the contractor was able to submit key construction plans such as the health and safety plan, waste management plan, construction management plan, erosion control plan, and traffic control plan early. This allowed for the early submission of permit applications, which expedited the construction schedule, and allowed input into the proposed means and methods of the contractor to be accurately conveyed.

Additionally, the technical complexity and successful use of the Construction Manager/General Contractor (CM/GC) method on this Project has been acknowledged by the overall construction community.

In April 2016, the Oregon Concrete & Aggregate Producers Association honored the project with a 2016 Excellence in Concrete Award, recognizing the intricate concrete design and construction.

Earlier in 2016, the project was detailed by the American Infrastructure Magazine (February 2016), which praised the Water Bureau for being proactive in adhering to the EPA's Safe Drinking Water Act and the Long Term 2 Enhanced Surface Water Treatment rule. Local Portland news outlets also followed and reported on the steady progress of Kelly Butte Reservoir's construction, including the Daily Journal of Commerce (May 2015), KATU (June 2013), KGW (July 2013), Portland Business Journal (June 2013), and the Southeast Examiner (July and May 2013).

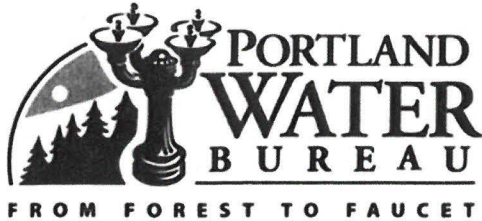
(8) Funding Sources

Funding for a portion of this Project has been requested in the Water Bureau proposed FY 2010-11 Budget and additional funding will be requested in the FY 2011-12, FY 2012-13, FY 2013-14 and FY 2014-15 using Water Bureau Funds. There are no other funding sources for this Project. The overall CM/GC budget is \$70 million and includes costs for PTE services, construction, and contingency. The contingency is a percentage of project costs above the stated amount that the Project may exceed. As the Project design progresses from early to later design stages, the confidence rating goes up (improves) and the contingency percentage may go down. This means that, as the design progresses, the estimation of how much the Project will cost may vary from the budgeted amount, and in theory, may be reduced.

Project Manager's response: The negotiated Contract Amount was \$57,250,000 and the final cost of the Project is \$50,539,372.15. There are no claims or change orders that required an increase to the Contract Amount. All the changes were covered under the agreed upon Contract Amount. The final construction costs being \$6,710,627.85 less than the GMP helps demonstrate the advantages of using the CM/GC alternative contracting method for a complicated one-of-a-kind Project.

The CM/GC procurement method worked very well for this Project. The Project came in under the contract GMP, did not create any disruptions to the City of Portland water supply, and has proven to work as designed.

This methodology was appropriate for this Project and should continue to be viewed as a viable contracting option on selected projects.



Nick Fish, Commissioner
Michael Stuhr, P.E., Administrator

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Portland, Oregon 97204-1926
Information: 503-823-7404
www.portlandoregon.gov/water

**REPORT TO THE CHIEF PROCUREMENT OFFICER
(FINAL PAYMENT AUTHORIZATION)**

TO THE CHIEF PROCUREMENT OFFICER:

Transmitted herewith are the signed & completed documents required to close the Kelly Butte Reservoir Project, our Project No. W01424, Bid No. 111848, Contract No. 30002938, and the Contractor is Hoffman Construction Company

- Certificate of Completion
- Final Progress Payment Certificate (including breakdown of contract amounts due & already paid)
- Acknowledgement, Release & Certification (original, signed by Contractor)
- Oregon Department of Revenue Nonresident Bidder Form (copy, completed by Nonresident Contractor)
Applies to nonresident contractors only
- Optional Bureau specific reports (i.e. Pipe Completion, Final Project Report, Facility/Equipment Acceptance)

Hoffman Construction Company is the prime contractor. The contract was signed on October 8, 2012 and completed on August 9, 2016.

- All required certified payrolls have been submitted to the Auditor's Office
- Maintenance / Warranty Bond has been submitted to the Auditor's Office
- The BOLI Forms/Fees (WH-39; WH-40, if required) have been submitted to BOLI
- All OCIP required Payroll and Notice of Completion Forms (all tiers) have been submitted to the OCIP Administrator
Applies only to projects under the Owner Controlled Insurance Program (OCIP)

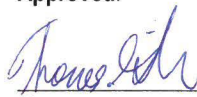
The final construction cost of \$50,539,372.15 is 11.72% under the original contract amount of \$57,250,000.

Liquidated damages in the amount of N/A have been assessed.

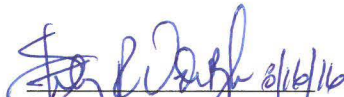
This project was not an emergency project as defined in ORS 279A.010 (f), ORS 279B.080 and PCC 5.34.110.

Therefore it is my recommendation that; the improvements are accepted by the Chief Procurement Officer, including all change orders, all remaining retainage be released, and the Final Progress Payment Certificate be authorized for payment.

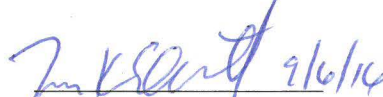
Approved:


Signature Date

Thomas S. Gilman
Engineer


Signature Date

Stanley R. VandeBergh
Principal Engineer


Signature Date

Teresa K. Elliott
Chief Engineer

TO THE AUDITOR:

I have reviewed and approved the final payment report for the above referenced project.

COP License #: _____

Chief Procurement Officer

Date

EEO Expires: _____

MAINTENANCE/WARRANTY BOND

Bond No. 82329477

KNOW ALL MEN BY THESE PRESENTS that we, Hoffman Construction Company of Oregon, as Principal, and Federal Insurance Company, a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact a surety business in the State of Oregon, as surety, are held and firmly bound unto the CITY OF PORTLAND, a municipal corporation of the State of Oregon, in the penal sum of \$ Eleven Million Four Hundred Fifty Thousand and No/100 Dollars (\$ 11,450,000.00), lawful money of the United States of America, for the payment whereof well and truly to be made, we and each of us, jointly and severally, bind ourselves, our and each of our heirs, executors, administrators successors and assign, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH:

THAT WHEREAS the Principal did enter into Contract with the City of Portland for the Kelly Butte Reservoir Project Construction Manager / General Contractor (CM/GC) Services – RFP No. 111848, that was completed on July 17, 2015, which requires a two year Maintenance and Warranty Bond as described in Div. 07200 Section 1.09Q (pg.48) of the City of Portland Standard Construction Specifications, and which hereby is made a part hereof as if fully copied herein;

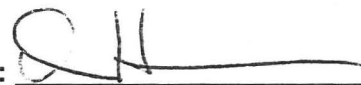
NOW THEREFORE, if the Principal herein shall faithfully and truly observe the terms, provisions, conditions, stipulations, directions, and requirements of said contract and shall in all respects, whether the same be enumerated herein or not, faithfully comply with the same and shall assume the defense of indemnify and save harmless the City of Portland, its officers, agents, and employees from all claims, liabilities, loss, damage or injury which may have been suffered or claimed to have been suffered to persons or property directly or indirectly resulting from or arising out of the operations or conduct of said Principal or any subcontractor in the performance of the work under said contract and shall indemnify and make whole the City for any injury or damage to any street, highway, avenue, or road or any part thereof, resulting from the operations or conduct of said Principal or any subcontractor in connection with performance or conduct of the work under said contract, and shall in all respects faithfully keep and observe all of said terms, provision, conditions, stipulations, directions, and requirements, then this obligation is void, otherwise, it shall remain in full force and effect.

WITNESS our hand and seals this 19th day of May, 2016

Contractor

Hoffman Construction Company of Oregon

BY:



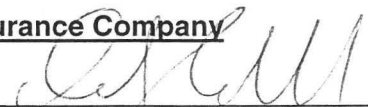
TITLE:

Dan Harmon, Exec. VP/Sec.

Surety

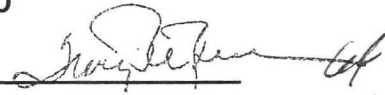
Federal Insurance Company

By:



Ian J. Campbell, Attorney-In-Fact

APPROVED AS TO FORM
APPROVED



City Attorney

CITY ATTORNEY

8/19/16



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Brett R. Bauer, Michael R. Bennison, Ian J. Campbell, Stacy A. Flynn, Debra Y. Frabel and Gary P. McCann of Portland, Oregon

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 11th day of September, 2015.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY
County of Somerset

ss.

On this 11th day of September, 2015 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this May 19th, 2016



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE. OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Nick Fish, Commissioner
Michael Stuhr, P.E., Administrator



1120 SW 5th Avenue, Room 600
Portland, Oregon 97204-1926
Information: 503-823-7404
www.portlandoregon.gov/water

Subject: Certificate of Completion
Project: Kelly Butte Reservoir
Contractor: Hoffman Construction Company
Contract No.: 30002938
Cost Object (Project No.): W01424

The various kinds of work in the above improvement have been inspected as to quality, classification and allowances of work performed and found to be completed in compliance with the plans, specifications and requirements under the above numbered Contract. The work in the above improvement has been attested as to meet the plans and specifications established by the Council.



Roy Martinez, Inspection Supervisor

8-9-16

Date



Thomas Gilman, Construction Manager

8/9/16

Date

ACKNOWLEDGEMENT, RELEASE AND CERTIFICATION

1. Acknowledgement:

\$ 49,808,066.41

Contractor acknowledges that it has been paid the amount of \$Previous Payments on Contract No. Contract #.
Final payment remains to be made by the City of Portland.

30002938

2. Release:

Except for the amount of the final payment that remains to be paid, Contractor releases the City of Portland, its officers, agents and employees from any and all other claims for additional compensation that it does or might have as a result of its performance of work on this contract

3. Certification

Contractor certifies that:

- a) All work required by this Contract is complete;
- b) All amounts due for labor, materials and all other obligations under this Contract were paid by the Contractor except for any payments due after Final Payment by Owner is paid;
- c) All actions for injuries or damages arising out of its operations and work were fully and finally settled, or are fully covered by insurance protecting the Contractor, the City of Portland, its officers, agents and employees, and any additional insureds required by the contract; and
- d) Any claim brought against the Contractor by an employee, subcontractor, or supplier has been fully and finally settled, or if not resolved, is fully covered and payable by the Contractor's performance and payment bond, or, if no bond was required, by the Contractor itself, in the event that such claim is correct.

[Handwritten Signature]

Signature _____

Contractor's Name & Address _____

Project Manager

Title _____

State of Oregon)
)ss:
County of Multnomah)

This instrument was acknowledged before me on 8-8-16 (date),
by Cary Bubenik (name) as Project Manager (title) of
Hoffman Construction Co. of Oregon (company).



Jane E Hargrave
NOTARY PUBLIC FOR Oregon (State)
My Commission Expires: 3/06/2020



Nick Fish, Commissioner
Michael Stuhr, P.E., Administrator

1120 SW 5th Avenue, Room 600
Portland, Oregon 97204-1926
Information: 503-823-7404
www.portlandoregon.gov/water



August 11, 2016

Hoffman Construction Company
Attn: Cary Bubenik
805 SW Broadway, Suite 2100
Portland, Oregon 97205

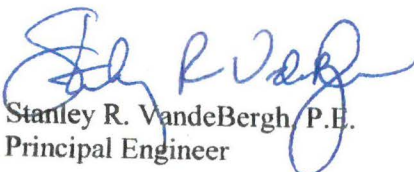
Subject:	Final Payment
Project:	Kelly Butte Reservoir
Contractor:	Hoffman Construction Company
Contract No.:	30002938
Cost Object (Project No.):	W01424
Pay Period Ending:	June 30, 2016

Dear Mr. Bubenik

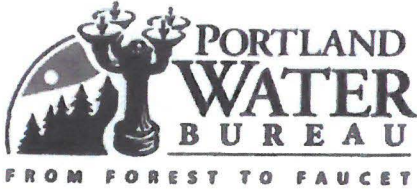
Final Payment for work performed by your firm for the Kelly Butte Reservoir Project is being processed and will be forwarded to you in the very near future.

Payment is for the final \$100 that was previously withheld based on your Billing Summary received August 8, 2016, for final costs on the project.

Sincerely,


Stanley R. VandeBergh, P.E.
Principal Engineer

TG: tg *TG*
Enclosure



Nick Fish, Commissioner
 Michael Stuhr, P.E., Administrator
 1120 SW 5th Avenue, Room 600
 Portland, Oregon 97204-1926
 Information: 503-823-7404
 www.portlandoregon.gov/water



CERTIFICATION FOR PAYMENT FOR ESTIMATED WORK			
Contractor:	Hoffman Construction Company		
Address:	805 SW Broadway, Ste 2100	Phone:	(503) 221-8927
City, State, Zip:	Portland, OR 97205	Fax:	(503) 221-8934
Project Manager:	Cary Bubenik	Water Bureau Project Manager:	Thomas Gilman
Project:	Kelly Butte Reservoir	Progress Payment #:	00071
Contractor:	Hoffman Construction Company	Pay Period Ending Date:	06/30/2016
Contract #:	30002938	Notice To Proceed Date:	11/01/2012
SAP Project #:	W01424	No. Days in Contract:	971
Original Contract Amount:	\$57,250,000.00		
Change Orders Authorized:	\$0.00	No. Days Added by Change Order:	184
Total Authorized:	\$57,250,000.00	Completion Date:	12/31/15
Invoice Date:		Days Remaining:	(181)

Estimated Work Completed To Date	\$50,539,372.15
5% Retainage of Work Completed	\$0.00

PAYMENT DUE **\$100.00** ← Pay this amount

WBS Element	Current Charges	Previous Total	Cumulative
W01424.1.10CC	\$0.00	\$1,611,036.00	\$1,611,036.00
W01424.1.11CC	\$0.00	\$1,205,269.00	\$1,205,269.00
W01424.1.12CC	\$0.00	\$485,527.00	\$485,527.00
W01424.1.13CC	\$0.00	\$0.00	\$0.00
W01424.1.14CC	\$100.00	\$8,621,344.12	\$8,621,444.12
W01424.1.14CE	\$0.00	\$38,754.00	\$38,754.00
W01424.1.15CC	\$0.00	\$19,756.00	\$19,756.00
W01424.1.1CC	\$0.00	\$1,590,572.00	\$1,590,572.00
W01424.1.2CC	\$0.00	\$1,499,709.00	\$1,499,709.00
W01424.1.3CC	\$0.00	\$27,205,217.46	\$27,205,217.46
W01424.1.4CC	\$0.00	\$4,271,569.00	\$4,271,569.00
W01424.1.5CC	\$0.00	\$309,605.00	\$309,605.00

Weekly wage certifications for the previous month and the monthly Purchasing reports have been received in accordance with Contract requirements. Payment is approved for processing.

Thomas Gilman
 Approved for Processing: _____ Date: 8/14/16



Nick Fish, Commissioner
 Michael Stuhr, P.E., Administrator
 1120 SW 5th Avenue, Room 600
 Portland, Oregon 97204-1926
 Information: 503-823-7404
www.portlandoregon.gov/water



W01424.1.6CC	\$0.00	\$2,464,970.00	\$2,464,970.00
W01424.1.7CC	\$0.00	\$84,908.00	\$84,908.00
W01424.1.8CC	\$0.00	\$267,582.00	\$267,582.00
W01424.1.9CC	\$0.00	\$525,646.00	\$525,646.00
W01524.C.M.1C	\$0.00	\$188,731.00	\$188,731.00
W02020.C.7TE	\$0.00	\$19,439.00	\$19,439.00
WAEN000007	\$0.00	\$129,637.57	\$129,637.57

Weekly wage certifications for the previous month and the monthly Purchasing reports have been received in accordance with Contract requirements. Payment is approved for processing.

Thomas Stuhr

8/11/16

Approved for Processing:

Date

APPLICATION FOR PAYMENT

Project:	Kelly Butte Reservoir	Progress Payment#:	00071
Contractor:	Hoffman Construction Company	Pay Period Ending Date:	6/30/2016
Contract Number:	30002938	Notice To Proceed Date:	11/1/2012
SAP Project Number:	WD1424	Number of Days in Contract:	971
Original Contract Amount:	\$57,250,000.00	Number of Days Added by Change Orders:	184
Authorized Change Orders:	\$0.00	Completion Date:	12/31/15
Payments Authorized:	\$50,539,372.15	Days Remaining:	-181
Invoice Date:			

A	B	C	D	E	F	G	H	I	J	K	L	M
LINE ITEM NO	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	STORED MATERIALS	WORK COMPLETED AND STORED MATERIALS TO DATE	% COMPLETE	BALANCE TO FINISH	WBS ELEMENT
001	Overhead Costs				\$9,397,597.78	\$7,310,249.15	\$100.00	\$0.00	\$7,310,349.15	77.79	\$2,087,248.63	W01424.1.14CC
002	25 MG Reservoir				\$27,957,998.04	\$25,009,135.47	\$0.00	\$0.00	\$25,009,135.47	89.45	\$2,948,862.57	W01424.1.3CC
003	North Valve Structure				\$1,581,111.00	\$1,550,990.21	\$0.00	\$0.00	\$1,550,990.21	98.10	\$30,120.79	W01424.1.1CC
004	South Valve Structure				\$1,518,468.01	\$1,485,477.93	\$0.00	\$0.00	\$1,485,477.93	97.83	\$32,989.08	W01424.1.2CC
005	Storm Water Basin				\$350,000.00	\$309,605.00	\$0.00	\$0.00	\$309,605.00	88.46	\$40,395.00	W01424.1.5CC
006	Res. Drain/Overflow Detention Basin				\$2,465,970.00	\$2,464,970.00	\$0.00	\$0.00	\$2,464,970.00	99.96	\$1,000.00	W01424.1.6CC
007	Parkrose Meter Vault				\$85,908.00	\$84,908.00	\$0.00	\$0.00	\$84,908.00	98.84	\$1,000.00	W01424.1.7CC
008	C-3 Meter Vault				\$259,087.00	\$257,875.00	\$0.00	\$0.00	\$257,875.00	99.53	\$1,212.00	W01424.1.8CC
009	C-3 Connection Vault				\$518,772.00	\$410,740.86	\$0.00	\$0.00	\$410,740.86	79.18	\$108,031.14	W01424.1.9CC
010	Land Improvement				\$1,753,279.88	\$1,611,036.00	\$0.00	\$0.00	\$1,611,036.00	91.89	\$142,243.88	W01424.1.10CC
011	Road Improvement				\$1,323,944.00	\$1,140,889.76	\$0.00	\$0.00	\$1,140,889.76	86.17	\$183,054.24	W01424.1.11CC
012	Retaining Wall				\$496,147.00	\$485,527.00	\$0.00	\$0.00	\$485,527.00	97.66	\$10,620.00	W01424.1.12CC
013	Fire Hydrant				\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$1,000.00	W01424.1.13CC
014	48" Steel Pipe				\$4,593,866.66	\$3,703,520.56	\$0.00	\$0.00	\$3,703,520.56	80.62	\$890,146.10	W01424.1.4CC
015	16" Pipe				\$20,756.00	\$19,756.00	\$0.00	\$0.00	\$19,756.00	95.18	\$1,000.00	W01424.1.15CC
C01.01	Admin Cleanup				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	
C02.01	Authorized reimbursable CBA Administration				\$175,000.00	\$168,177.00	\$0.00	\$0.00	\$168,177.00	96.10	\$6,823.00	W01424.1.14CC
C02.02	Authorized reimbursable CBA Fees				\$464,354.00	\$459,060.96	\$0.00	\$0.00	\$459,060.96	98.86	\$5,293.04	W01424.1.14CC
C03.01	Replace Exhibit A with Exhibit A Rev 3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	W01424.1.3CC
C03.02	Rubber Seated Valves & Actuators				\$376,025.13	\$376,025.13	\$0.00	\$0.00	\$376,025.13	100.00	\$0.00	W01424.1.4CC
C03.03	Existing 48-Inch Pipe Abatement				\$137,900.00	\$137,900.00	\$0.00	\$0.00	\$137,900.00	100.00	\$0.00	W01424.1.3CC
C03.04	Owner Utility Vehicle				\$26,294.00	\$26,294.00	\$0.00	\$0.00	\$26,294.00	100.00	\$0.00	W01424.1.3CC

APPLICATION FOR PAYMENT

Project:	Kelly Butte Reservoir	Progress Payment#:	00071
Contractor:	Hoffman Construction Company	Pay Period Ending Date:	6/30/2016
Contract Number:	30002938	Notice To Proceed Date:	11/1/2012
SAP Project Number:	WD1424	Number of Days in Contract:	971
Original Contract Amount:	\$57,250,000.00	Number of Days Added by Change Orders:	184
Authorized Change Orders:	\$0.00	Completion Date:	12/31/15
Payments Authorized:	\$50,539,372.15	Days Remaining:	-181
Invoice Date:			

A	B	C	D	E	F	G	H	I	J	K	L	M
LINE ITEM NO	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	STORED MATERIALS	WORK COMPLETED AND STORED MATERIALS TO DATE	% COMPLETE	BALANCE TO FINISH	WBS ELEMENT
C03.07	Safety Enhancement #1				\$2,711.60	\$2,711.60	\$0.00	\$0.00	\$2,711.60	100.00	\$0.00	W01424.1.3CC
C03.08	Additional Victaulic Couplings				\$52,736.81	\$52,736.81	\$0.00	\$0.00	\$52,736.81	100.00	\$0.00	W01424.1.4CC
C03.09	Pipe Outlet Thickness & Flg Gaskets				\$16,281.23	\$16,281.23	\$0.00	\$0.00	\$16,281.23	100.00	\$0.00	W01424.1.4CC
C03.13	Safety Enhancement #2				\$27,116.02	\$27,116.02	\$0.00	\$0.00	\$27,116.02	100.00	\$0.00	W01424.1.3CC
C03.38	Rock Excavation				\$91,208.60	\$91,208.60	\$0.00	\$0.00	\$91,208.60	100.00	\$0.00	W01424.1.3CC
C03.39	Reallocate Owner Allowance to CBA Fee				\$5,293.04	\$5,293.04	\$0.00	\$0.00	\$5,293.04	100.00	\$0.00	W01424.1.14CC
C03.41	Reallocate Owner Funds to CM/GC Fee				\$67,669.84	\$67,669.84	\$0.00	\$0.00	\$67,669.84	100.00	\$0.00	W01424.1.3CC
C04.02	Permit Changes to Erosion Control Scope				\$40,628.51	\$40,628.51	\$0.00	\$0.00	\$40,628.51	100.00	\$0.00	W01424.1.14CC
C04.03	48" Conduit Connection at Parkrose/Increase Manways				\$28,431.14	\$28,431.14	\$0.00	\$0.00	\$28,431.14	100.00	\$0.00	W01424.1.4CC
C04.04	Overexcavation of Res. Siltstone				\$700,927.76	\$700,927.76	\$0.00	\$0.00	\$700,927.76	100.00	\$0.00	W01424.1.3CC
C04.05	Add Washers to Class E Flanges				\$24,743.37	\$24,743.37	\$0.00	\$0.00	\$24,743.37	100.00	\$0.00	W01424.1.4CC
C04.06	14" Pipe Conflict at SVV				\$48,653.88	\$48,653.88	\$0.00	\$0.00	\$48,653.88	100.00	\$0.00	W01424.1.3CC
C04.07	Add Safety Rail at SVV				\$8,929.89	\$8,929.89	\$0.00	\$0.00	\$8,929.89	100.00	\$0.00	W01424.1.2CC
C04.08	Powell Blvd Street Light Relocate at C3CV				\$105,198.14	\$105,198.14	\$0.00	\$0.00	\$105,198.14	100.00	\$0.00	W01424.1.9CC
C04.09	Remaining Rock Excavation for Site				\$31,038.16	\$31,038.16	\$0.00	\$0.00	\$31,038.16	100.00	\$0.00	W01424.1.3CC
C04.10	Antigraffiti and Power Coating on doors				\$5,301.18	\$5,301.18	\$0.00	\$0.00	\$5,301.18	100.00	\$0.00	W01424.1.2CC
C04.12	Instrumentation Additions				\$3,932.79	\$3,932.79	\$0.00	\$0.00	\$3,932.79	100.00	\$0.00	W01424.1.1CC
C04.13	Added ports on 48" conduit				\$21,526.24	\$21,526.24	\$0.00	\$0.00	\$21,526.24	100.00	\$0.00	W01424.1.4CC
C04.14	Video Surveillance, SVS Pump Receptacle, Site Sac Rev 001				\$70,729.23	\$70,729.23	\$0.00	\$0.00	\$70,729.23	100.00	\$0.00	W01424.1.3CC
C04.15	PCM Hosting				\$151,463.00	\$129,637.57	\$0.00	\$0.00	\$129,637.57	85.59	\$21,825.43	WAEN000007
C04.16	C3 Connection Vault add Piping Ports				\$6,503.00	\$6,503.00	\$0.00	\$0.00	\$6,503.00	100.00	\$0.00	W01424.1.4CC
C04.17	Paint Potable Water Pipe Blue				\$37,867.52	\$37,867.52	\$0.00	\$0.00	\$37,867.52	100.00	\$0.00	W01424.1.4CC

APPLICATION FOR PAYMENT

Project:	Kelly Butte Reservoir	Progress Payment#:	00071
Contractor:	Hoffman Construction Company	Pay Period Ending Date:	6/30/2016
Contract Number:	30002938	Notice To Proceed Date:	11/1/2012
SAP Project Number:	WD1424	Number of Days in Contract:	971
Original Contract Amount:	\$57,250,000.00	Number of Days Added by Change Orders:	184
Authorized Change Orders:	\$0.00	Completion Date:	12/31/15
Payments Authorized:	\$50,539,372.15	Days Remaining:	-181
Invoice Date:			

A	B	C	D	E	F	G	H	I	J	K	L	M
LINE ITEM NO	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	STORED MATERIALS	WORK COMPLETED AND STORED MATERIALS TO DATE	% COMPLETE	BALANCE TO FINISH	WBS ELEMENT
C04.18	Kelly Butte Reservoir Access				\$64,379.24	\$64,379.24	\$0.00	\$0.00	\$64,379.24	100.00	\$0.00	W01424.1.11CC
C04.19	Add hook gages				\$4,171.99	\$4,171.99	\$0.00	\$0.00	\$4,171.99	100.00	\$0.00	W01424.1.3CC
C04.20	Additional Erosion Hydroseeding				\$4,130.35	\$4,130.35	\$0.00	\$0.00	\$4,130.35	100.00	\$0.00	W01424.1.3CC
C04.21	Protective Device Study				\$9,845.05	\$9,845.05	\$0.00	\$0.00	\$9,845.05	100.00	\$0.00	W01424.1.3CC
C04.22	ODOT Discharge Permit Delays				\$901,141.78	\$901,141.78	\$0.00	\$0.00	\$901,141.78	100.00	\$0.00	W01424.1.3CC
C04.23	Relocate Davit Arm Wall Mount Sleeves				\$7,891.73	\$7,891.73	\$0.00	\$0.00	\$7,891.73	100.00	\$0.00	W01424.1.3CC
C04.24	SE 80th & Division Isolation Valve				\$188,731.00	\$188,731.00	\$0.00	\$0.00	\$188,731.00	100.00	\$0.00	W01524.C.M.1C
C04.52	CBA Authorization				\$175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$175,000.00	W01424.1.14CC
C04.53	CBA Fee				\$22,773.95	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$22,773.95	W01424.1.14CC
C04.55a	CMGC Fee				\$86,844.41	\$86,844.41	\$0.00	\$0.00	\$86,844.41	100.00	\$0.00	W01424.1.14CC
C05.02	CCD 056 & COR 037 - Modify Tx Pump				\$35,649.00	\$35,649.00	\$0.00	\$0.00	\$35,649.00	100.00	\$0.00	W01424.1.1CC
C05.03	RFP 009/COR 039/CCD 050 - Skate & Bike Deter.				\$44,567.00	\$44,567.00	\$0.00	\$0.00	\$44,567.00	100.00	\$0.00	W01424.1.3CC
C05.04	COR 038/RFP 10/CCD 051 - Relocate Sample Port				\$3,934.00	\$3,934.00	\$0.00	\$0.00	\$3,934.00	100.00	\$0.00	W01424.1.4CC
C05.06	CCD 058 - Added Signage				\$1,982.00	\$1,982.00	\$0.00	\$0.00	\$1,982.00	100.00	\$0.00	W01424.1.3CC
C05.09	CCD 059 - Fuel Constr. Owner Enhance				\$38,734.00	\$38,734.00	\$0.00	\$0.00	\$38,734.00	100.00	\$0.00	W01424.1.14CE
C05.10	CCD 052 - Soil EC Cleanup/Repair				\$19,439.00	\$19,439.00	\$0.00	\$0.00	\$19,439.00	100.00	\$0.00	W02020.C.7TE
C05.11a	Replace C3MV Vent exhaust vent stack				\$9,707.00	\$9,707.00	\$0.00	\$0.00	\$9,707.00	100.00	\$0.00	W01424.1.8CC
C05.11b	Replace C3CV exhaust vent stack				\$9,707.00	\$9,707.00	\$0.00	\$0.00	\$9,707.00	100.00	\$0.00	W01424.1.8CC
C05.12	Modify Res Hatches to Lock				\$18,103.00	\$18,103.00	\$0.00	\$0.00	\$18,103.00	100.00	\$0.00	W01424.1.3CC
C05.13	Post OCIP Replacement Insurance				\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00	\$0.00	W01424.1.14CC
C05.15	CMGC Fee for line items CD 5.02-5.13				\$6,091.05	\$6,091.05	\$0.00	\$0.00	\$6,091.05	100.00	\$0.00	W01424.1.14CC
C05.16	Pay Contractor their share of Final Savings				\$540,000.00	\$540,000.00	\$0.00	\$0.00	\$540,000.00	100.00	\$0.00	W01424.1.14CC

APPLICATION FOR PAYMENT

Project:	<u>Kelly Butte Reservoir</u>	Progress Payment#:	<u>00071</u>
Contractor:	<u>Hoffman Construction Company</u>	Pay Period Ending Date:	<u>6/30/2016</u>
Contract Number:	<u>30002938</u>	Notice To Proceed Date:	<u>11/1/2012</u>
SAP Project Number:	<u>W01424</u>	Number of Days in Contract:	<u>971</u>
Original Contract Amount:	<u>\$57,250,000.00</u>	Number of Days Added by Change Orders:	<u>184</u>
Authorized Change Orders:	<u>\$0.00</u>	Completion Date:	<u>12/31/15</u>
Payments Authorized:	<u>\$50,539,372.15</u>	Days Remaining:	<u>-181</u>
Invoice Date:	<u></u>		

A	B	C	D	E	F	G	H	I	J	K	L	M
LINE ITEM NO	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	STORED MATERIALS	WORK COMPLETED AND STORED MATERIALS TO DATE	% COMPLETE	BALANCE TO FINISH	WBS ELEMENT
Totals					\$57,250,000.00	\$50,539,272.15	\$100.00	\$0.00	\$50,539,372.15	88.28	\$6,710,627.85	