

Stacy and Witbeck

June 15, 2018

Angela Pack
City of Portland
1120 SW Fifth Ave.
Portland, OR 97204

RE: Portland Open Space Sequences CM/CG Services – Pre-Construction Services
Contract No: 30006003
DWMESB and Workforce Training and Hiring Plan

Dear Angela,

Attached find Stacy and Witbeck's (SWI) DWMESB and Workforce and Hiring plan for the Portland Open Space Sequences Restoration project. SWI intends to adopt the City of Portland's Workforce Training and Hiring program. SWI will follow the plan for itself and for all subcontractor's subject to the plans requirements. All applicable subcontractors will be provided with a copy of the adopted plan to ensure they are aware of the requirements.

Plan Highlights include:

- 20% DWMESB
- 18% Minority
- 9% Female
- 20% Apprenticeship

Execution on the plan specific to the Portland Open Space Sequences Restoration project, due to the scale and scope of the project will likely result in few subcontracts in excess of the \$100,000 participation requirements. As such SWI will look for ways to increase its participation and will strongly encourage the subcontractors below the threshold to participate at the level that they can support. SWI will work with our signatory trade unions to assist SWI in meeting our participation goals. Our DWMESB contracting plan and sample Dispatch form have been included with this letter.

Sincerely,

Stacy and Witbeck


Brent Allison
Project Manager

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR
DISADVANTAGED, MINORITY, WOMEN AND EMERGING SMALL BUSINESS
SUBCONTRACTOR AND SUPPLIER PLAN**

I. Program Goal

The objective of STACY AND WITBECK's Disadvantaged, Minority, Women and Emerging Small Business Subcontractor and Supplier Plan ("Plan") on the ("Project") is to maximize the utilization of State of Oregon certified disadvantaged, minority, women and emerging small business subcontractors, material suppliers and manufacturers (hereafter "DMWESB") to promote their economic growth and to increase competition on City of Portland (City) construction contracts. STACY AND WITBECK will identify subcontracting opportunities, materials and supplies needed for the Project and solicit the interest of DMWESBs for utilization on the Project. The goal is to accomplish this objective while ensuring that the Project meets schedule, budget, and quality requirements. STACY AND WITBECK and subcontractors at ALL tiers will commit to 20% (\$437,870) of hard construction costs for DMWESB utilization and 14% of hard construction costs for DMW utilization.

The Guaranteed Maximum Price for this project is expected to be \$2,189,336.

To ensure that agreed upon goals and aspirations are met, and to assist in the implementation and monitoring. STACY AND WITBECK has a designated Office Manager who will serve as the DMWESB Outreach Consultant. STACY AND WITBECK's Office Manager will manage the preparation of DMWESB procurement procedures and initiate DMWESB outreach during the pre-construction services phase.

The procurement of DMWESBs for the Project will consist of an open, fair and competitive solicitation process, incorporating both STACY AND WITBECK and the City's commitment to the utilization of DMWESBs. STACY AND WITBECK will use the procurement methods outlined herein to bring about the utilization of DMWESBs.

The process, at a minimum, will include timely notification of solicitations; availability of and easy access to specifications and plans; identification of all DMWESB opportunities by divisions of work; facilitating DMWESB outreach; directing prospective bidders to DMWESBs; and evaluating bids and proposals received for compliance with the Plan's solicitation requirements.

II. Criteria for Identifying and Packaging DMWESB Subcontracting Opportunities

The following criteria will be used in creating solicitation packages for DMWESBs.

- Work normally subcontracted
- Risk compatible with critical path work
- Available DMWESBs
- Informal packages not greater than \$200,000
- Formal packages greater than \$200,000

STACY AND WITBECK, in collaboration with the City's Contract Compliance Specialist (CCS), will review all DMWESB solicitation packages against these criteria to ensure maximum opportunities are brought forward while mitigating risk, cost and schedule impacts. STACY AND WITBECK will prepare a DMWESB solicitation package for each scope of work identified for DMWESBs and submit to the CCS

for review and approval. This information will be utilized for outreach coordination and solicitation purposes. All solicitations will at a minimum comply with the Plan requirements.

III. Business Requirements

STACY AND WITBECK shall provide in all of its subcontracts that subcontractors and suppliers shall be bound by the terms and conditions of this Contract. This includes, but is not limited to, compliance with the Americans with Disabilities Act (ADA), City business license requirements, Equal Employment Opportunity (EEO) certification requirements, Equal Benefits compliance, and CCB licensing and bonding requirements.

IV. Identified Bidding Opportunities

STACY AND WITBECK will identify all divisions of work that will be subcontracted for the project and submit this information to the CCS. Outreach will start during the pre-construction phase to provide advance notice to DMWESBs. STACY AND WITBECK will contact firms by email and/or fax notifying them of the anticipated work available on the Project. Information will be posted on the STACY AND WITBECK website to facilitate ascertaining the interest of DMWESBs in the work of the Project. The advance notice will also be sent to key trade and business organizations that promote utilization of minorities and women in public works projects. Outreach will continue during the life of the Project and will be tailored to specific opportunities made available in solicitation packages. Continued outreach will minimize the risk of overlooking DMWESBs with an interest in the Project.

V. Solicitation Methods

STACY AND WITBECK will procure all subcontractors and suppliers for all divisions of work in the completion of the Project using the following methods:

1. Informal Solicitations, solicitation packages not greater than \$200,000
2. Formal Solicitations, solicitation packages greater than \$200,000
3. Formal Qualification and Price Based Method, solicitation packages greater than \$200,000

STACY AND WITBECK will mail a solicitation package to interested DMWESBs and/or make it available for pick-up. The solicitation packages will include all City contracting requirements as referenced in the project's Contract Documents. At least 14 calendar days prior to releasing a solicitation, the CCS will be provided with a copy of the solicitation package for review and comment.

STACY AND WITBECK will make itself available to assist prospective DMWESB bidders in understanding solicitation requirements.

1. Informal Solicitation - where the Estimated Package Value (EPV) is less than \$200,000
Project solicitation packages at this level will not be advertised; however, solicitation will target a minimum of five DMWESBs in each division of work indicating interest in bidding the package. If no bids are received, the solicitation package will be bid to the open market. Outreach letters will be sent to DMWESBs until a total of five have responded as having interest in bidding the package. STACY AND WITBECK will expand the outreach efforts to open market subcontractors and suppliers, if less than five DMWESBs have responded as having interest in bidding the package.

All documentation of advertisement and Good Faith Efforts (Form 1 &2) will be provided to the CCS.

2. Formal Open Solicitation - where the EPV is greater than \$200,000

Project solicitation packages at this level will be solicited from open market subcontractors; however, outreach letters will be sent to DMWESB's in each division of work until a total of five have responded in having interest in bidding the package. Project solicitation packages will be advertised in the *Daily Journal of Commerce*, and a minimum of two minority publications (e.g., *El Hispanic News*, *The Skanner*, *The Portland Observer*, *The Asian Reporter*). Additionally, solicitation packages will be provided to the following organizations:

- City of Portland Procurement Services
- Oregon Association of Minority Entrepreneurs (OAME)
- National Association of Minority Contractors Oregon (NAMCO)
- National Utility Contractors Association (NUCA)
- Associated General Contractors (AGC)
- Metropolitan Contractor Improvement Partnership Portland (MCIP)

3. Formal Qualification and Price Based Method - where the EPV is greater than \$200,000

Where the work involved requires specialized knowledge, skill, experience and expertise a Request for Proposal (RFP) may be used. RFP's will be advertised in the *Daily Journal of Commerce*, and a minimum of two minority publications (e.g., *El Hispanic News*, *The Skanner*, *The Portland Observer*, *The Asian Reporter*). Additionally, solicitation packages will be provided to the following organizations:

- City of Portland Procurement Services
- Oregon Association of Minority Entrepreneurs (OAME)
- National Association of Minority Contractors Oregon (NAMCO)
- National Utility Contractors Association (NUCA)
- Associated General Contractors (AGC)
- Metropolitan Contractor Improvement Partnership Portland (MCIP)

STACY AND WITBECK will maintain three (3) full sets of plans and specifications for solicitation packages for review at local plan centers, such as (but not limited to), *Daily Journal of Commerce*, OAME Plan Center, MCIP and Ford Graphics.

RFP's must include criteria of a subcontractor's or supplier's diversity in contracting, such as:

- a. Describe your company's policy and practice of contracting with DMWESBs including the number of individual DMWESBs contracted, the dollar amount contracted and amount paid to DMWESBs over the past three years. List the name, nature of work, and dollar amount of each DMWESB for the cited projects.
- b. Describe objectives for increasing DMWESB subcontracting capacity in the work of the project, including an estimate of the dollar volume of DMWESB utilization you will aspire to achieve.
- c. Describe your company's hiring policy and practice for hiring, retaining and advancing minorities and women in your workforce.

Subcontractors bidding on any package, division of work and/or work element having an EPV greater than \$200,000, regardless of subcontracting tier, will be required to meet the Plan program requirements and including the submission of all required forms. STACY AND WITBECK will require all subcontractors, regardless of tier, either bidding or quoting work on the Project for a dollar amount greater than \$200,000

to engage DMWESB requirements toward utilizing DMWESBs on the work being bid or quoted. STACY AND WITBECK will deem bid proposals not meeting this requirement to be non-responsive.

VI. Pre-Bid/Pre-Proposal Meetings

STACY AND WITBECK will conduct pre-bid/pre-proposal meetings for all solicitation packages with an estimated value greater than \$200,000. The purpose of the meeting is to provide clarity to the Project requirements, view the jobsite, and to reiterate the importance of STACY AND WITBECK's commitment to and expectations for DMWESB utilization. STACY AND WITBECK will coordinate meetings with the CCS who must attend all pre-bid/pre-proposal meetings.

VII. Outreach Components and Utilization Strategies

1. Subcontracting Opportunities Forum

During the construction services phase, STACY AND WITBECK will conduct outreach conferences apprising the construction industry and DMWESBs of the subcontracting procurement process and approach to DMWESB utilization. The conferences will include information on anticipated solicitation dates and divisions of work identified for DMWESB participation. Conference attendees will be informed of the resources that will be available to them during the bidding and construction phases. These events will provide a networking forum for prospective DMWESB subcontractors and major and/or specialty subcontractors.

2. Voluntary DMWESB Project Outreach Meeting

During the construction phase, voluntary pre-bid meetings will be conducted on solicitation packages where work has been identified for DMWESB participation to assure prospective bidders/subcontractors have an understanding of the solicitation requirements. At the meeting, bidders will receive information and instructions and will be offered assistance in conducting effective solicitation steps to obtain DMWESB participation. STACY AND WITBECK is required to notify the CCS prior to the meeting being scheduled.

3. Subcontractor Outreach

All Tier Subcontractors will conduct outreach as outlined above. All documentation of Good Faith Efforts (Form 1 & 2) will be provided to the STACY AND WITBECK and CCS.

VIII. Technical/Business Assistance

STACY AND WITBECK will offer and provide the following technical assistance services to all DMWESBs awarded a contract on the Project regardless of subcontracting tier:

- a. Establishing a schedule of values for the work to be performed.
- b. Cash flow projections required for successful performance of the work.
- c. Progress payments consistent with the City's Accelerated Payment provisions (i.e. bi-monthly payments).
- d. Advance Payment provisions where appropriate to facilitate successful participation of first tier DMWESBs.
- e. Establishing projected measurable capacity building elements (e.g. additional equipment, expanded expertise, improved production efficiency, etc.) anticipated as a result of participating in the

capacity building component of this Plan.

- f. Negotiate pricing and secure a single material supplier or group of suppliers for eligible participants on particular aspects of the Project to decrease or eliminate material pricing as a factor in the award of contracts to DMWESB firms.
- g. Look for opportunities to increase the utilization of small DMWESB firms on incidental project work such as flagging, trucking/hauling, landscaping, or cleanup, for work that could be competitively solicited. STACY AND WITBECK may establish unit price project packaging for trucking and flagging through which a pool of DMWESB's can profitably perform.

IX. Accelerated Payment

All contracts are subject to the requirements of Section 195.50 and 195.51, Progress Payments, Retained Amounts, and Mid-Month Payments of the City of Portland's Standard Construction Specifications, which requires twice-monthly payment to primes and subcontractors at all tier levels. These provisions are mandatory on all contracts of the Project at any tier.

X. Pre/Post Contract Award Monitoring

STACY AND WITBECK will comply fully with the provisions of this Plan in the solicitation and award of subcontracts during the life of the Project. Prior to each solicitation, After solicitation but prior to subcontract award, STACY AND WITBECK will submit all bid results, responses to RFP's, and other supporting documentation to the CCS for review compliance with established procurement procedures.

STACY AND WITBECK will establish and maintain contact with all participating DMWESBs, regardless of tier, to monitor and coordinate efforts to prevent problems from arising and/or solve those that have arisen, which are or may contribute toward unsuccessful performance by the affected DMWESB(s). Information regarding such matters will be submitted with the Monthly Subcontractor Payment and Utilization Reports (Form 3) under separate cover to the CCS.

XII. DMWESB Replacement Policy and Procedure

While affording maximum opportunities for DMWESBs to participate on the Project, it is imperative that the overall Project production schedules be maintained. Any DMWESB on the Project deemed to warrant replacement must be terminated in accordance with the provisions as set forth in this Plan. The basis for termination will be one or more of the following with supportive documentation:

1. Inability of the company to perform the work as required
2. Refusal of the company to perform the work as required
3. Mutual agreement of STACY AND WITBECK and the company not to perform the work due to reasons beyond the control or influence of STACY AND WITBECK

The STACY AND WITBECK will not be permitted to substitute a DMWESB without the consent of CHIEF PROCUREMENT OFFICER. A DMWESB is considered substituted or replaced when any portion of the work identified on Form 1 of the DMWESB Requirements is performed with the resources of any firm other than the identified DMWESB. Resources include supplying the labor, supervision, material, equipment, technical and management expertise to perform the DMWESB's work.

If any subcontractor is added or replaced after the bid is submitted, the successful bidder shall make good faith efforts to contract with a DMWESB for the work to be performed by that subcontractor. Documentation of these efforts is required, and must be submitted to CCS.

XII. Documentation, Reporting and Program Evaluation

During the life of the Project, STACY AND WITBECK will document information regarding the implementation of the Plan. Information to be documented and submitted to the CCS includes all aspects of the Plan including but not limited to:

- a. The creation of DMWESB solicitation packages
- b. DMWESB results
- c. Inquiries of DMWESB interests in bidding, bid amounts, and contract awards
- d. Subcontractor & Supplier payments (Form 3)
- e. Subcontractor replacement requests/decisions (Submit Form Letter)
- f. Technical assistance requested/provided and/or referred
- g. Problems and successes experienced(mentorship)
- h. Capacity building results
- i. Presentations of Overall Project Progress to NAMC and OAME is expected quarterly

NEW

Submission of
Forms 1 & 2
will be thru
our new
Contract Compliance
Reporting System
website.

<https://portlandoregon.diversitycompliance.com>

Stacy and Witbeck

TASK #7 – CONSTRUCTION WORKFORCE TRAINING and HIRING PLAN

Stacy and Witbeck, Inc. (SWI) will adhere to the Workforce Training & Hiring Program (WT&HP) as provided in Exhibit B of the Request for Proposals for the Portland Open Spaces Sequence CM/GC (RFP 00000617) Project. This program has been implemented successfully on other recent projects with the City of Portland, Portland Parks and Recreation and TriMet, including the recent Beech Park, Project and a host of TriMet and Portland Streetcar projects.

The City of Portland (CoP) WT&HP and the corresponding Exhibits are listed below:

- Exhibit 1 – Recommended Good Faith Recruitment & Retention Practices
- Exhibit 2 – Projected Hiring Needs
- Exhibit 3 – Request for Apprenticeship

The following details the procedures SWI will use to ensure compliance with this program.

WT&HP - Subcontractor Notification Procedure:

SWI will require all subcontractors with a contract value of \$100,000 or more to review and comply with the WT&HP. All contracts over \$80,000 will also be made aware of the program to ensure those subcontractors are prepared to adhere to the requirements in the event Change Order work increases their subcontract value to over \$100,000. All applicable subcontractors will be advised, mentored and held accountable to the program, and will be notified of the requirement(s) via the following channels:

- The WT&HP will be included with each applicable bid package at the time of bid solicitation. (See attached - *Standard Bid Documents Table of Contents*.)
- CoP designated Procurement Services Specialist will be invited to pre-bid meetings to assist SWI in answering questions and to help reiterate the importance of the WT&HP.

Subcontract Agreements will reference the WT&HP requirements

- WT&HP Exhibit 2 form will be required to be submitted with signed subcontract prior to the commencement of any work.

WT&HP – Compliance Monitoring

SWI will monitor compliance to the program through regular meetings with CoP. Owner provided reports will be used to discuss subcontractor status and progress. Any subcontractor deficient in apprenticeship participation will be required to provide a Corrective Action Plan. Compliance reports will be provided to the subcontractors as needed. If necessary, SWI will coordinate meetings with subcontractors and CoP to discuss potential action plans to ensure that subcontractors meet the apprenticeship requirements.

Stacy and Witbeck

TASK #7 – CONSTRUCTION WORKFORCE TRAINING and HIRING PLAN

Certified Payroll

The submission of weekly and monthly reports for your workforce is a requirement for this project. All subcontractors will be required to submit weekly certified payroll reports via LCP Tracker.

<http://www.lcptracker.net>. All reports are due by the 5th of each month for the previous month's work.

Progress payments cannot be processed until all administrative and reporting requirements are current and in compliance with the project specifications. Stacy and Witbeck will review the submission of all Certified Payroll Reports (CPRs). In the event a subcontractor does not submit CPR's for more than 45 days, SWI may elect to withhold payment until the subcontractor is in full compliance.

Monthly Employments Reports will no longer be required.

Stacy and Witbeck, Inc.

Portland Open Space Sequences Restoration Project
 1490 SE Gideon St.
 Portland, OR 97202
 503-231-5300

LABORERS DISPATCH REQUEST FORM

Date:	From (Contact Person):	
Name of Craft Person (if known):		
Please circle which that may apply, if any*: Apprentice Minority Female		
Basic or Special Skills Required:		
(Personal Protective Equipment (PPE) includes: hard hat, green vest, safety glasses, and steel or composite toed boots)		
Description of Work to be Done:		
Report to:	Start Date:	Start Time: ___ a.m. / ___ p.m.
Appx. Hours per Day:	Shift: Day or Swing (circle)	Appx. Duration:
Safety Orientations: Friday before Start Date at 8:00 a.m. at the above address with Notes items 1 & 2		

***The project would like to continue to diversify its workforce, please refer ethnic minorities and/or woman as well as veterans for first consideration.**

HOURLY RATE CONFIRMATION TABLE		
Union Info:	Laborers, Local 320 T: 503.253.4800 F: 503.253.3893	
PPR NTP DATE: TBD	PENDING FINAL GMP DATE	
Subject To:		
Date of Effective Wage Rates:		
Class (Circle One):	Hourly Base Wage Rates w/out vacation, dues	
Foreman- A*	+ \$1.60/ hour	
Journeyman Group 1	\$X.XX	
Journeyman Group 2	\$X.XX	
Journeyman Group 3	\$X.XX	
Apprentice Classifications (per Laborer Group 1)	63%	\$X.XX
*Foreman- \$1.60 above highest classification supervised	70%	\$X.XX
	80%	\$X.XX
	90%	\$X.XX
Wage Rate Table Verification- by Stacy and Witbeck, Inc.	_____ Brent Allison Initial	_____ Inna Mishchuk Initial

Notes:

- Two forms of Identification required** on Safety Orientation Day, acceptable form of ID: valid driver license or valid state identification card and a Social Security Card or a birth certificate, or a passport, and a permanent Resident Card if applicable.
- CIDFWP Card** Required on Safety Orientation Day-must be no older than 72 hours.



WORKFORCE TRAINING & HIRING PROGRAM Contractor Checklist

This program applies to contracts of \$200,000 or more and subcontracts of \$100,000 or more

The City's Workforce Training and Hiring Program (the "Program") applies to all City-Owned Projects and all City-Sponsored Projects as described below.

City-Owned Projects means projects that have contracts of \$200,000 or more.

City Resources means funds provided by the City (regardless of the source) in the form of loans, grants, or payments. City resources also include the difference between the purchase price paid by a private entity and the fair market value of such property.

City-Sponsored Projects means contracts that provide for the disposition of City-owned property and/or provide City Resources that result in a privately-owned project that has \$200,000 or more of Hard Construction Costs.

It is the Contractor's responsibility to read and fully understand this section of the bid specifications and to comply with all provisions of the program, regardless of whether they appear on this checklist. *Contractors shall include in their bid all costs associated with complying with the Workforce Program.* An 18% aspirational goal for minorities, and 9% for females has been set on City-Owned/Sponsored construction projects for apprentices and journey level workers.

The prime contractor and all applicable subcontractors are required to provide all workforce utilization related data electronically in LCP Tracker. The prime contractor is responsible for ensuring all subcontractors have completed all requested items.

Information related to contractor access of the system will be provided to a designated point of contact upon award of the contract. LCP Tracker is web-based and can be accessed at the following Internet address: www.lcptracker.net.

CHECKLIST

For Contracts of \$200,000 or More and Subcontracts of \$100,000 or More, Contractors Must:

1. Submit a Workforce Plan (Exhibit 2) to City prior to submittal of first payroll report, or as otherwise designated. A copy of the Workforce Plan should be downloaded, filled out and then uploaded into LCP Tracker. The Plan should detail your approach and strategies to achieve the targeted workforce goals established by the City.
2. Before starting work on this project confirm registration as a Training Agent with the Bureau of Labor & Industries (BOLI), Apprenticeship & Training Division. Not a BOLI registered training agent? Contact BOLI (971-673-0760) or City of Portland (503-823-5047) for further information.
3. Ensure that a minimum of 20% of labor hours in each apprenticeable trade are worked by state registered

apprentices. Contractors shall fulfill the 20% apprenticeship requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program, if working in excess of 300 hours in any given trade.

4. Strive in good faith to meet the diversity goals of employing women and minorities (both journey and apprentice level workers).
5. Make all reasonable and necessary efforts to employ a workforce that reflects the diversity of the City of Portland, including recruitment of a diverse workforce through the unions, the apprenticeship programs and other community resources, as described herein.
6. Maintain written documentation of all requests for workers from the unions, apprenticeship programs, and community organizations.
7. When an apprentice is hired: Notify the City's Contract Compliance Specialist assigned to the project.
8. Submit weekly certified payroll reports via the LCP Tracker system no later than the 5th of each month.

For additional information or questions, please contact Contract Compliance Specialist Angela Pack (503) 823-6883; email: angela.pack@portlandoregon.gov assigned to the project or the City's Workforce Program Coordinator at 503-823-6888.

WORKFORCE TRAINING AND HIRING PROGRAM

I. PURPOSE

A. General Program Description

The Portland City Council has directed that all Bureaus and Departments maximize apprenticeship and employment opportunities for minorities, women and economically disadvantaged workers in the construction trades (ref. City Ordinance No. 167374, Feb. 16, 1994 and County Ordinance No. 861, July 11, 1996). Their goals include a) ensuring that the City does business with contractors whose workforce reflects the diversity of the workforce found in the city of Portland and Multnomah County, and b) that their contracting dollars provide fair and equal opportunities to the jurisdictions' diverse populations.

The Workforce Training & Hiring Program ("Workforce Program") is administered for the City of Portland, by Procurement Services. The Workforce Program applies to all projects estimated at \$200,000 or more and to each subcontractor having a subcontract of \$100,000 or more on the project. The Contractor and all subcontractors are encouraged to fulfill the program requirements even if their contracts are less than these amounts.

Contractors shall make reasonable efforts to ensure that their workforce reflects the diversity of the city of Portland and Multnomah County.

One way contractors can make reasonable efforts to ensure that their workforce is diverse is to recruit, train and employ minorities and women whenever possible. This portion of the Contract establishes requirements regarding that recruitment, training and employment.

For purposes of the Workforce Program specifications, the following definitions shall apply:

The "**Contract**" shall mean the contract awarded as a result of these bid specifications.

"**Contractor**" shall mean the Prime Contractor to whom a Contract is awarded, and any subcontractors with subcontracts of \$100,000 or more.

The term "**minorities**" shall include members of either sex who are African-Americans, Hispanic Americans, Asians or Pacific Islanders, Native Americans or Alaskan Native Americans.

"**Owner**" shall mean the government agency that awarded the Contract, or leveraged public involvement in the project through a loan or development agreement.

The "**project**" shall include all work performed pursuant to the Contract.

B. Organization of Program Requirements

The Workforce Program specifications are divided into several parts.

Section II - refers to the action the PRIME must take in order to be eligible for award of a contract.

Section III - lists the actions that must be taken by the PRIME to meet contractual obligations.

Section IV - refers to remedies available to the Owner if a PRIME fails to meet the requirements of the Workforce Program specifications.

Section V - refers to the Owner's ability to monitor compliance with the Workforce Program specification by examination of PRIME and subcontractor records.

II. ACTIONS REQUIRED PRIOR TO BEGINNING THE PROJECT

The PRIME shall thoroughly read this Workforce Program specification and commit to perform all requirements described herein. The PRIME shall submit, before submittal of the first payroll report, a Workforce Plan, which demonstrates how the workforce on this project will fulfill all program requirements, including utilization of apprentices and targeted diversity goals. A copy of the Workforce Plan should be downloaded, filled out and then uploaded into LCP Tracker.

III. ACTIONS REQUIRED TO SATISFY CONTRACTUAL OBLIGATIONS

A. Make Reasonable Efforts to Have Diverse Workforce

A PRIME must make all necessary and reasonable efforts to have a workforce that reflects the diversity of the city of Portland and Multnomah County and is reasonably consistent with the availability of qualified women and minorities. This requirement is in addition to any other requirement of this portion of the Contract.

1. The PRIME and its subcontractors with subcontracts of \$100,000 or more, at any tier level, shall strive to achieve the workforce diversity goal of 18% minority and 9% female hours (including both journey level and apprentice workers) on the project.
2. Provide written documentation of its good faith recruitment efforts. Contractors must follow the process for hiring, requesting, recruiting or replacing workers described in Section III, subsection F. This process is considered by the City to be the minimum effort to recruit a diverse workforce.
3. The failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall not excuse the Contractor's obligations under this section of the specifications.

B. Ensure Compliance by Certain Subcontractors

1. *The PRIME shall ensure that each subcontractor having a subcontract of \$100,000 or more, at any tier, shall comply with all of the provisions of the Workforce Program specifications.* Contractors shall include in their price all costs associated with this requirement. No change order will be executed in order for the PRIME to comply with the Workforce Program specifications.
2. The PRIME shall provide a copy of this Workforce Program specification to all subcontractors with contracts of \$100,000 or more executed for the project.

C. Register as a Training Agent

The PRIME shall register with the Oregon Bureau of Labor and Industries (BOLI) as a Training Agent and ensure that all subcontractors who have contracts in the amount of \$100,000 or more are registered as Training Agents, prior to beginning work. Registration as a Training Agent in a specific trade is not required if there are no training opportunities in that trade on the project, based on the maximum ratio allowed by BOLI.

1. Training programs approved by and registered with BOLI may be used to fulfill training requirements under the Workforce Program specifications. Other training alternatives must be approved by the City's Workforce Program Coordinator.
2. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flag person, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts, which are not apprenticeable occupations are exempt from the training requirements.
3. Exemptions to the training requirements must be approved by the Owner in writing prior to starting work on the project. Written requests for exemptions related to the training requirements will be considered by the Owner only for extreme circumstances during the course of the project, and must be approved in writing. All requests to exempt all or any portion of the work on a project shall be submitted to the Owner 14 calendar days before any work on the project begins. All exemptions must be approved by the Workforce Program Coordinator. *Please note: Procedures for granting exemptions are subject to change. For the most recent updates, please visit: <https://www.portlandoregon.gov/citycode/?c=26882&a=408189>.*

D. Submit Documentation

The PRIME shall submit documentation regarding the following subjects to the Owner. The Owner's failure to object to documentation submitted by the PRIME or subcontractor shall not relieve them of the requirements of the Workforce Program specifications.

1. ***Training Agent Status***

The PRIME and all required subcontractors listed on the Utilization Plan must submit proof to the Contract Compliance Specialist that they are registered Training Agents with BOLI prior to beginning any work on the project.

2. ***Subcontractor Workforce Information***

A Workforce Plan, must also be submitted for each subcontractor with a contract of \$100,000 or more, prior to submission of their first payroll report, or within 5 calendar days after the execution of the applicable subcontract, whichever occurs first. A copy of the Workforce Plan should be downloaded, filled out and then uploaded into LCP Tracker. Work by a subcontractor shall not begin prior to submission of such documentation.

3. ***Prime and Subcontractor Reporting After Work Begins***

Weekly Certified Payroll Reports must be submitted by the PRIME and any subcontractor having a subcontract of \$100,000 or more, via LCP Tracker, no later than the 5th of each month and will be used to track attainment toward the City's apprentice requirement and diversity goals. All hours subject to prevailing wage rates on public projects, in addition to supervisors, foremen and superintendents, shall be reported.

E. Use of Apprentices

The PRIME shall:

1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed on the project by the PRIME, and subcontractors with subcontracts of \$100,000 or more, are worked by state registered apprentices throughout the duration of the project. The PRIME and subcontractors shall fulfill the 20% apprenticeship requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program, if working in excess of 300 hours in any given trade.

2. Pay all apprentices the wages required by any applicable collective bargaining contract or pursuant to state or federal law and regulations.
3. Not use workers previously employed at journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of these provisions.
4. Notify the Contract Compliance Specialist when an apprentice is hired for this project.
5. Count apprentice hours as follows:
 - (a) Hours worked on the project by apprentices enrolled in state-approved apprenticeship programs. **If** the Contractor is unable to fulfill its 20% requirement, then the Contractor may also use methods (b) and (c) below;
 - (b) Hours worked on the project by apprentices who are required to be away from the job site for related training during the course of the project, but only if the apprentice is rehired by the same employer after completion of training; and
 - (c) Hours worked on the project by graduates of state-registered apprenticeship programs, provided that such hours are worked within the 12-month period following the apprentice's completion date.

F. Hiring, Requesting, Recruiting or Replacing Workers

Contractors must follow all of these steps when hiring, requesting, recruiting or replacing workers:

For Apprentices:

1. Using the Worker Request Form, contact the appropriate apprenticeship program or dispatch center to request apprentices who are enrolled in the apprenticeship program; and
2. Request female or minority apprentices from the union or open shop apprenticeship program if such an action will help remedy historical underutilization in the Contractor's workforce.
3. If the apprenticeship program is unable to supply an apprentice and if the program is open for applications or allows direct entry from the Oregon Employment Division, make reasonable and necessary efforts to recruit apprentice applicants from WorkSource at the Oregon Employment Department, and seek to enroll them into an apprenticeship program.

Worksource Oregon is Oregon's largest source for job ready applicants:

- Recruitment Services are local, statewide, and nationwide
- Computerized job match system matches applicants to job qualifications
- On-the-job training resources available to offset cost of new hires
- Go to: www.imatchskills.org or call 503-257-HIRE

For All Workers:

1. Make reasonable and necessary efforts to employ a diverse workforce. Such actions should include requests for minority and female applicants. Contractors are notified that direct hiring of employees (such as "walk-ons") without providing notification of that job opportunity may not be sufficient to establish the Contractor's efforts to satisfy the diversity goals; and

2. Document employment efforts. Use the Worker Request Form to keep a **written** record of requests to:
 - a. Union halls for signatory contractors;
 - b. Union or open shop apprenticeship programs;
 - c. The Oregon Employment Department. Go to: www.imatchskills.org or call 503-257-HIRE;
 - d. State-registered pre-apprenticeship programs:
http://www.oregon.gov/BOLI/ATD/pages/a_ag_partners.aspx
3. Documentation will be requested by the Owner, if a Contractor is not following their Workforce Plan or meeting the workforce diversity goals, if it appears that the Contractor has not made reasonable and necessary efforts. When requested, the Contractor shall provide that documentation to the Contract Compliance Specialist within 7 calendar days.

NOTE: Contractors may contact the Contract Compliance Specialist for assistance related to any of the above issues.

IV. CONSEQUENCES OF NONCOMPLIANCE WITH WORKFORCE PROGRAM REQUIREMENTS

The Owner's commitment to this program is reflected, in part, by the cost of administering the program. Failure to meet the requirements of this section of the specifications negates such funding and impairs the Owner's efforts to promote workforce diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, the parties mutually agree that failure to meet the requirements of this section of the specifications, including but not limited to the submission of required documentation, constitutes a material breach of the Contract.

In the event of a breach of this section of the Contract, the Owner may take any or all of the following actions:

A. Withholding Progress Payments

The Owner may withhold all or part of any progress payment or payments until the PRIME has remedied the breach of Contract. In the event that progress payments are withheld, the PRIME shall not be entitled to interest on said payments.

If a subcontractor(s) is responsible for noncompliance with the Workforce Program requirements, the Owner may choose to withhold only their portion of the progress payment.

B. Retain Sums as Damages for Failure to Comply with Workforce Program Specifications

The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for the PRIME's failure to comply with the Workforce Program specifications. The parties further agree that it is difficult, if not impossible, to determine the cost to the Owner when workforce opportunities are not provided. Therefore, if the PRIME fails to comply with the Workforce Program provisions of this Contract, the PRIME agrees to pay the sum of \$250 per day for each day of missed apprenticeship hours or until the breach of Contract is remedied. Damages may be assessed for failure to meet the 20% apprenticeship training requirements by the PRIME and each required subcontractor in each trade employed. Damages will be calculated based on the training hours not provided at a rate of \$250 per day. For example, if the Contractor was required to provide 200 hours of carpenter training (20% of 1,000 total carpenter hours), and the Contractor only provided 150 training hours, then the difference (50 hours) is divided by 8 (one day of work) to determine the number of days of undelivered training. ($50/8 = 6.25 \times \$250 = \$1,562.5$).

Damages may also be assessed for failure to fulfill the inclusive hiring process described in Section III, subsection F.

These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by the Contractor's failure to comply with the Workforce Program provisions of the Contract.

C. Retain Sums as Liquidated Damages for Delay

The PRIME agrees that any delay to the specified contract time as a result of the PRIME's failure to comply with the requirements of these specifications shall subject the PRIME to the amount of liquidated damages specified elsewhere in the Contract.

D. Notification of Possible Debarment

By executing this Contract, the PRIME agrees that it has been notified that failure to comply with the requirements of this portion of the Contract may lead to the PRIME's disqualification from bidding on and receiving other Owner contracts.

E. Other Remedies

The remedies that are noted above do not limit any other remedies available to the Owner in the event that the PRIME fails to meet the requirements of the Workforce Program specifications.

V. REVIEW OF RECORDS

In the event that the Owner reasonably believes that a violation of the requirements of the Workforce Program specifications has occurred, the Owner is entitled to review the books and records of the PRIME and any subcontractors employed on the project to which the requirements of these specifications are applicable to determine whether such a violation has or has not occurred.

In the event that the PRIME or any subcontractor fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this Contract and permit the imposition of any of the remedies noted in Section IV above, including the withholding of all or part of any progress payment.

ATTACHMENTS:

Recommended Recruitment & Retention Practices
Apprenticeship Ratio Data

RESOURCES:

Copies of all required forms, including the Workforce Plan and Worker Request Form can be downloaded in the LCP Tracker system at www.lcptracker.net or are available on the City’s website at: <https://www.portlandoregon.gov/brfs/42255>

For questions about the City’s Workforce Training and Hiring Program requirements, visit: <https://www.portlandoregon.gov/brfs/42255>

For information on State-Approved Apprenticeship Programs visit the Bureau of Labor and Industries, Apprenticeship and Training Divisions website: <http://www.oregon.gov/BOLI/ATD/pages/index.aspx>.

For procedures related to granting exemptions to the training requirements, please visit: <https://www.portlandoregon.gov/citycode/?c=26882&a=408189>.

For a list of community resources to help with the recruitment of women and minorities, please visit: http://www.oregon.gov/BOLI/ATD/pages/a_ag_partners.aspx

If you have questions after reading the information contained herein and visiting the resources above, please contact a Contract Compliance Specialist or the City’s Workforce Program Manager at:

CATHLEEN MASSIER	823-6888	cathleen.massier@portlandoregon.gov	Program Manager
ANGELA PACK	823-6883	angela.pack@portlandoregon.gov	Contract Compliance
PAULA WENDORF	823-6889	paula.wendorf@portlandoregon.gov	Contract Compliance

RECOMMENDED GOOD FAITH RECRUITMENT & RETENTION PRACTICES

A. Recruitment Efforts

Good faith recruitment efforts are those intense, aggressive, sincere, and result-oriented actions taken by the Contractor designed to accomplish the objectives of the City Workforce Training & Hiring Program, Good faith recruitment efforts include, but are not limited to:

1. Work aggressively with Contractor's Joint Apprenticeship Training Committee (JATC) to recruit minorities, women and disadvantaged individuals. Provide evidence of these efforts.
2. Assist the JATC by conducting a workshop with minority and women employees to enlist their assistance as recruiters and request their ideas on how to increase employment of underutilized groups.
3. Support the efforts of the Contractor's JATC by giving all apprentices referred to the Contractor a fair chance to perform successfully, allowing for possible lack of previous experience. Recognize that the Contractor is responsible for providing on-the-job training, and that all apprentices should not be expected to have previous experience.
4. Participate in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades.
5. Allow scheduled job site visits by participants in community programs, as safety allows, increasing awareness of job and training opportunities in the construction trades.
6. Keep applications of those not selected for an opening. Contact when opening occurs.

B. Retention Efforts

The Contractor shall endeavor to retain minorities, women, and disadvantaged individuals by implementing steps such as the following:

1. Maintain a harassment-free work place.
2. Ensure that employees are knowledgeable about the company's policies if they need to report a harassment problem.
3. Make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards.
4. Review and disseminate, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.
5. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
6. Take steps to reduce feelings of isolation among minorities and women to curb hostile attitudes and behavior (e.g., have several minorities and women at the job site, provide access to support group system).
7. Provide adequate toilet facilities for women on the job site.
8. Match minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a journey-level mentor.

APPRENTICESHIP RATIO DATA

The following data may be used to determine the ratio of apprentices on a jobsite in proportion to journey-level workers. The ratios that apply are those listed in the standards of the apprenticeship committee to which the Training Agent (contractor) is a member. If the applicable trade is not listed, contact the Bureau of Labor and Industries at (971) 673-0760.

<u>TRADE</u>	<u>1st Apprentice</u>	<u>2nd Apprentice</u>	<u>Maximum</u>
Asbestos/Insulation Workers	1:1	1:3	
Brick/Marble/Terrazzo/Tile Finisher	1:1	1:3	
Bricklayer/Masonry	1:1	1:3	
Carpenter	1:1	1:1	1:1 for first three apprentices; 1:5 thereafter
Carpet Installers/Floorlayers	1:1	1:3	
Cement Masons	1:2; 1:1 non-union	1:3	
Drywall Applicator (Ext/Int Specialists)	1:1	1:1	1:1 for first three apprentices; 1:5 thereafter
Drywall Finisher (Taper)	1:1	1:3	1:3 thereafter
Electricians			
Inside	1:1	1:3	
Limited Energy	1:1	1:1	
Limited Maintenance	1:1	1:2	
Elevator Mechanic	1:1	1:3	
Environmental Control System (HVAC)	1:1	1:1	Additional Apprentices at 1:3
Glass Installer (Glazier)	1:1	1:3	
Hod Carrier/Mason Tender	1:1	1:5	
Ironworker	1:1	1:3	
Laborer	1:1	1:5; 1:3 non-union	1:10 union (10 max)
Maintenance Mechanic	1:1	1:3	
Millwright	1:1	1:1	1:1 for first three apprentices; 1:5 thereafter
Operating Engineer	1:1-4	2:5-9	3:10-19; 4:20-24; 5:25-29; 30 or more 1:5
Painter	1:1	1:3	
Traffic Control	1:1	1:4	
Pile Driver	1:1	1:1	1:1 for first three apprentices; 1:5 thereafter
Pipefitter	1:1	1:1	1:3 thereafter
Plasterer	1:1	1:3	
Plumber	1:1	1:1	1:1 for first two apprentices; 1:3 thereafter
Roofer	1:1	1:1	
Scaffold Erector	1:1	1:1	1:1 for the first five apprentices; 1:5 thereafter
Sheet Metal Worker	1:1	1:1	1:1 for the first two apprentices; 1:3 thereafter
Residential	1:1	1:3	
Sign Maker/Erector	1:1	1:1	
Sprinkler Fitter	1:1	1:1	
Steamfitter	1:1	1:1	1:1 for the first two apprentices; 1:3 thereafter
Tile/Marble Setter	1:1	1:3	
Truck Driver	1:1	1:1	

Note: Ratios may change pursuant to actions taken by the Oregon State Apprenticeship & Training Council. For the purposes of this contract, the ratios approved by BOLI on the date the bid is advertised shall prevail.