

EXHIBIT A

186093

BID NUMBER 115147**CONTRACT NUMBER:****FOR****BES – FANNO PUMP STATION FIBER OPTIC CONSTRUCTION**

Office of Public Affairs, Bureau of Environmental Services

Pursuant to Ordinance Number

This Contract, made and entered into this _____ day of June, 2013, between Standard Utility Contractors, Inc., ("Contractor"), and the City of Portland ("City"). Collectively, Contractor and City shall be referred to as "parties" and each may individually be referenced as "party".

THE PARTIES AGREE AS FOLLOWS:

1. City shall pay Contractor the sum of Six Hundred Thirty Eight Thousand, Two Hundred Dollars (\$638,200.00) for the Work to be performed OR a sum based on the unit prices and/or lump sums established by the Contract Documents. The item numbers, quantities, description and unit prices applicable under this contract are as follows:

Item No	Description	Est. Quant	SKU	Unit Price	Extended
1	Fanno Pump Station Fiber Optic Construction	1	LS	\$582,700.00	\$582,700.00
2	Existing Backbone Segment - SW Macadam Ave (Hwy 43): SW Sweeney St to SW Miles Street	1	LS	\$12,000.00	\$12,000.00
3	New Lateral and Facility Connection - SW Miles Street Pump Station	1	LS	\$14,000.00	\$14,000.00
4	New Lateral and Facility Connection - Taylors Ferry Ventilation Facility	1	LS	\$15,000.00	\$15,000.00
Alternate 1	Lateral Build into the Jerome F. Sears Westside EOC	1	LS	\$14,500.00	\$14,500.00
	Total				\$638,200.00

2. Contractor hereby agrees to perform the Work specified in the Contract Documents.
3. Contractor shall begin work as stated in the Notice to Proceed from the City. Contractor shall order all materials and equipment and commence work hereunder in accordance with the Specifications and complete the Work in all respects within 180 calendar days.
4. The Contract Documents include this document and those documents identified in the Specifications and include, but are not limited to:
 - a. The Plans, and Specifications and Addenda No. One (1), Two (2), Three (3), Four (4) and Five (5),
 - b. The Standard Construction Specifications 2010 filed in the Office of the City Auditor and
 - c. The Contractor's Bid or proposal.
5. That no officer or employee of the City is or shall be entitled to any share, part, or benefit(s) derived from this contract, except as permitted by City Code and City Human Resource policies.
6. That Contractor will provide a Performance Bond, Payment Bond, and Certificate(s) of Insurance with Additional Insured Endorsement form(s) attached, as required by the Contract Documents.
7. The Contractor will provide the Acknowledgement/Release Certification Form and Warranty Guarantee required by the Contract Documents.
8. The Prevailing Wage Rates for this project shall be the rates published by Oregon Bureau of Labor and Industries (BOLI) on July 1, 2012 including any applicable amendments dated October 1, 2012, which are hereby incorporated into this contract by this reference.

APPENDIX A

Contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules, ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.
- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- Pursuant to ORS 279C.515(1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with

ORS 656.017.

- Pursuant to ORS 279C.580(3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS279C.515 (2).
- Pursuant to ORS 279C.580(4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008

Contract Number: _____ Amendment/Change Order Number: _____

Contract Description: **BES – Fanno Pump Station Fiber Optic Construction**

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one (1) and the same agreement.

The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

CONTRACTOR SIGNATURE(S)

(Affix Corporate Seal)

Standard Utility Contractors, Inc.

BY _____ Date: _____

Name: _____

Title: _____

Address: PO Box 1008
Salem, OR 97308
Telephone No: (503) 364-6611
Fax No: (503) 364-8844

STATE OF OREGON
CONTRACTORS BOARD NUMBER

66948

CITY OF PORTLAND
BUSINESS TAX REGISTRATION NUMBER

377572

GOOD FAITH EFFORT COMPLIANCE REPORT

186093
2/11/13

Submission substantially complies with Good Faith Effort Requirements		<input checked="" type="radio"/> YES	<input type="radio"/> NO
Reviewed by:	Brenda Scott		
Date:	4-9-13		

PROJECT INFORMATION

PROJECT NAME & BUREAU	Fanno Pump Station Fiber Optic Rebid (BES)
BID NUMBER	115147
PRE-BID DATE	12-19-12
BID OPEN DATE	2-19-13
BID AMOUNT	\$638,200 (includes Alternate #1)
CONTRACTOR	Standard Utility Contractors Inc. (WBE)

AT BID SUBMISSION

QUESTION	YES	NO
Did contractor submit the GFE Form 1 (Subcontractor and Self-Perform Work List)?	x	

M/W/ESB PARTICIPATION – Total Bid

PARTICIPATION TYPE	TOTAL \$	PERCENTAGE OF TOTAL BID AMOUNT
MBE	\$12,000	1.9%
WBE	\$608,200 (prime)	95.3%
ESB	\$0	0%
Total M/W/ESB Participation	\$620,200	Total bid – 97.2% Subcontract percentage – 40%

M/WBE PARTICIPATION – Subcontracting (35% Aspirational goal)

TOTAL OF ALL SUBCONTRACTS (including non-certified firms)	TOTAL MBE & WBE SUBCONTRACTS	PERCENTAGE OF M/WBE SUBCONTRACTS
\$30,000	\$12,000	40%

GOOD FAITH DOCUMENTATION (24 HOURS AFTER BID OPENING)

	QUESTION	YES	NO	NOTES
1.	<i>Did prime contractor attend the mandatory pre-bid meeting? (If pre-bid meeting was waived, note in NOTES column.) Check sign-up sheet with Buyer.</i>	X		
2.	<i>Did contractor explain why identified divisions of work (DOW) were not included for subcontracting? (See Form 1)</i>	X		
3.	<i>Were letters or faxes sent to all M/W/ESBs (in identified DOW's to be subcontracted) at the pre-bid meeting?(Form 2)</i>	X		
4.	<i>Was a minimum of five (5) M/W/ESB firms contacted (in each identified DOW to be subcontracted) by letter or fax to bid on this project?(Form 2)</i>	X		
5.	<i>Were M/W/ESB firms contacted at least seven (7) calendar days before the bid opening?(Form 2)</i>	X		
6.	<i>Is a copy of the letter or fax sent to potential M/W/ESB subs included in Good Faith documentation?</i>	X		
7.	<i>Did prime provide a completed M/W/ESB Contact/Bids Received Log (Form 2)?</i>	X	X	See notes.

GOOD FAITH EFFORT ANALYSIS

1.	<i>Divisions of Work Identified by City: Traffic Control Services (Includes TPDT).</i>
2.	<i>Rationale for non-utilization of subcontractors for suggested Divisions of Work: Self-performing.</i>
3.	<i>All Divisions of Work to be used on this project: Same as #1 plus Missed Opportunities – Asphalt Paving and Concrete Cutting.</i>
4.	<i>Certified Subcontractors' name, Cert Type, and Subcontract amount used on the Project: A2Z Flagging (MBE Traffic Control Services - partial (Includes TPDT)) - \$12,000.</i>
5.	<i>Subcontractor names and subcontract amounts awarded to non-certified firms: Penetrations (Concrete Cutting) - \$13,000; and Newman Paving and Curbing (partial Asphalt Paving) - \$5,000.</i>
6.	<i>Divisions of Work retained by Prime: Partial Traffic Control Services (Includes TPDT); and Partial Asphalt Paving.</i>
7.	<i>Bids received from certified firms (not used): COAT Flagging (MBE Traffic Control Services (Includes TPDT)) - \$45hr; and NW Traffic Control (WBE Traffic Control Services (Includes TPDT)) - \$53.75hr.</i>
8.	<i>Check Compliance file for prime contractor. Are there any contract compliance issues in the prime's Compliance file (last 3 years) that should be noted for the Purchasing Agent's Report to Council? No.</i>
9.	<i>Any special Good Faith Efforts undertaken by the Prime Contractor? Yes, prime contacted more than the required number of MWESB's in the DOW.</i>
10.	<i>List of other prime bids received: Note any special Good Faith Efforts taken by the Prime Contractor and if good faith effort documentation submitted (Forms 1/2). Henkels & McCoy - \$534,886 (Form 1; low bidder but non-responsive due to non-submission of Form 2); Saunders Cable - \$737,027.05 (Form 1).</i>

Notes:

EEO Cert. Expires: 2-19-15
 COP License No.: 377572
 CCB License No.: 66948

Issues:

Form 2 – Need a bid amount for COAT Flagging and whether or not a bid was received from NW Traffic Control.

Clarifications:

Jeff Gallagher sent me the info needed on the revised Form 2.

Summary of Standard Utility Contractors Inc.'s Good Faith Efforts:

DOW		Required M/W/ESB Contacts	# M/W/ESBs Contacted	# Bids Received	# Bids Used
96884	TRAFFIC CONTROL SERVICES (INCLUDES TPDT)	5	6	3	1
Total		5	6	3	1

Level of Effort:

x	High	Met the aspirational goal.
	Moderate	Exceeded the solicitation requirements and/or achieved some participation.
	Low	Met the minimal solicitation requirements but achieved NO participation.

Recommendation:

Approval. The contractor is in compliance with the GFE specifications.

186093

Bid No: 115147

Project Name: Fanno Pump Station Fiber Construction

Date Bid Opened: 2/19/13

Project Manager: Keith Holland

Engineers Estimate: \$280,000

Item No	Description	Est. Quant	SKU	Henkels & McCoy		Standard Utility		Saunders Cable		
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	
1	Fanno Pump Station Fiber Optic Construction (original scope of work)	1	LS	\$392,286.00	\$392,286.00	\$582,700.00	\$582,700.00	\$586,032.53	\$586,032.53	
2	Existing Backbone Segment - SW Macadam Ave (Hwy 43): SW Sweeney St to SW Miles Street	1	LS	\$65,000.00	\$65,000.00	\$12,000.00	\$12,000.00	\$47,672.37	\$47,672.37	
3	New Lateral and Facility Connection - SW Miles Street Pump Station	1	LS	\$33,000.00	\$33,000.00	\$14,000.00	\$14,000.00	\$38,458.97	\$38,458.97	
4	New Lateral and Facility Connection - Taylors Ferry Ventilation Facility	1	LS	\$24,000.00	\$24,000.00	\$15,000.00	\$15,000.00	\$34,556.95	\$34,556.95	
	Total				\$514,286.00		\$623,700.00		\$706,720.82	
Alternate 1	Lateral Build into the Jerome F. Sears Westside EOC	1	LS	\$20,600.00		\$14,500.00		\$30,306.23		
	Bid Surety				Yes	BB	Yes	BB	Yes	BB
	Contractor Board License No.				63699		66948		163519	

Davis-McKernan, Kelly

From: Holland, Keith
Sent: Tuesday, April 09, 2013 10:29 AM
To: Davis-McKernan, Kelly
Subject: RE: Project E10013 FAB A PS Fiber optic Connection

Hi Kelly,

Yes, please include alt-1.

Thanks,
Keith

From: Davis-McKernan, Kelly
Sent: Tuesday, April 09, 2013 10:20 AM
To: Holland, Keith
Subject: RE: Project E10013 FAB A PS Fiber optic Connection
Importance: High

Are we doing a total contract amount of \$638,200.00 which includes alternate 1?

From: Holland, Keith
Sent: Thursday, April 04, 2013 10:48 AM
To: Davis-McKernan, Kelly
Subject: RE: Project E10013 FAB A PS Fiber optic Connection

Hi Kelly,

I have reviewed the submitted bids and Standard Utility Contractors, Inc. are the apparent low bidder. I am recommending the contract be awarded to Standard Utility Contractors.

Thanks,
Keith Holland
City of Portland
BTS-Communications
o.503.823.5005
f.503.823.4185

"Well done is better than well said"

From: Davis-McKernan, Kelly
Sent: Thursday, April 04, 2013 10:22 AM
To: Holland, Keith
Subject: RE: Project E10013 FAB A PS Fiber optic Connection

I just need a formal recommendation from you to award to Standard. I'm out at class but will get on this first thing next week.

From: Holland, Keith
Sent: Thursday, April 04, 2013 8:29 AM
To: Davis-McKernan, Kelly
Subject: FW: Project E10013 FAB A PS Fiber optic Connection

Hi Kelly,

Well, it looks like Fanno is going to happen. Anything I need to do to help this along ?

Thanks,
Keith Holland
City of Portland
BTS-Communications
o.503.823.5005
f.503.823.4185

"Well done is better than well said"

urn, Roland
sday, April 03, 2013 2:06 PM
. Keith
ul; Meier, Cliff
Project E10013 FAB A PS Fiber optic Connection

Keith the CIP adjustment committee has increased my project's budget to reflect the higher than anticipated bid. So we have the budget. Please ask purchasing to continue with the process to award the contract. Roland