

**COMMUNITY EQUITY AND INCLUSION PLAN**

IF YOU WISH TO SPEAK TO CITY COUNCIL, **PRINT** YOUR NAME, ADDRESS, AND EMAIL.

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	NAME (PRINT)	ADDRESS AND ZIP CODE (Optional)	Email (Optional)
13 ✓	JoAnn Nordby	on record	on record
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Agenda Items 798-800

TESTIMONY

REGULAR AGENDA

**COMMUNITY EQUITY AND INCLUSION PLAN**IF YOU WISH TO SPEAK TO CITY COUNCIL, **PRINT** YOUR NAME, ADDRESS, AND EMAIL.

NAME (PRINT)

ADDRESS AND ZIP CODE (Optional)

Email (Optional)

2 Samuel Morillo	1169 chinook Dr Cascade Lock OR 97014	
1 Roger Garcia	1300 Mountain View Lane Molalla OR	_____
<del>Melvin Harmon</del>		_____

**TO:** Mayor Ted Wheeler  
Commissioner Nick Fish  
Commissioner Amanda Fritz  
Commissioner Chloe Eudaly  
Commissioner Dan Saltzman

**FR: Ranfis Giannettino Villatoro**

**RE: Support for CBA and Wage Theft Enforcement Proposal for CEIP**

July 11th, 2017

Dear Mayor and Council Members,

My name is Ranfis Giannettino Villatoro and I'm a Portland resident. I'm not a developer, a contractor, nor a union organizer. I'm a concerned citizen who has spent most of his career working with a vulnerable workforce like our immigrant community at organizations such as Causa and Voz Workers' Rights' Education Project.

I am here today to support the CBA resolution and Propose changes to the flawed CEIP, changes that I have proposed to the Mayor's office and the Portland Housing Bureau for the Housing bond. I urge the council to adopt a wage theft compliance and deputization program for CEIP as a practice of:

- Good stewardship of Public Funds
- Ensuring good business practices are verified
- And protecting our valued workforce

According to Oregon Center of Public Policy's (OCPP) "Oregon Wage Theft Problems Persist", a report from 2013, states that construction as of 2013 had the highest rate of wage theft relative to workforce size.

Wage theft can come in many forms, such as wages being withheld or deducted, not being paid a prevailing or minimum wage, employers cheat on the number of hours worked, employers fail to pay overtime or require workers to work "off the clock", misclassification of trade and journey-level.

Wage theft harms families and the public. A U.S. Department of Labor (DOL) study, "The Social and Economic Effects of Wage Violations: Estimates for California and New York, Eastern Research Group, Inc.", found that:

- Wage theft can rob workers of significant earnings. The study found that minimum wage workers in California experienced violations equal to 49 percent of the earnings they took home.
- Wage theft causes poverty. The study found that wage theft increased poverty in California by 11 percent and in New York by 32 percent.



- Wage theft decreases state revenue. The study estimated that California lost \$14 million in income taxes in 2011 as a result of wage theft. For New York, the loss was estimated at \$8 million.
- Wage theft increases use of public assistance. The study's examination of school food assistance and Supplemental Nutrition Assistance Program (SNAP) in California and New York found that income lost due to wage violations increased use of those programs.

We believe that the best method to ensure public funds on city project are spent responsibly and administered in an ethical manner should have (1) High Road Contracting Standards, (2) An Oversight and Deputization program, (3) A Community Benefits Agreement (CBA) or Project Labor Agreement to set worker standards and ensure protections.

Attached as an addendum that outlines elements for an effective wage theft compliance and deputization program.

Sincerely,

Ranfis Giannettino Villatoro  
[Ranfis.villatoro@gmail.com](mailto:Ranfis.villatoro@gmail.com)  
(971)242-9964

# Campaign for Portland Wage Theft Enforcement

Contact:  
 Ranfis Giannettino Villatoro  
[Ranfis.villatoro@gmail.com](mailto:Ranfis.villatoro@gmail.com)  
 (971)242-9964

## Policy: Internal Compliance and “Deputization” Program for Portland’s Housing Bond

### Component 1: Internal Compliance Oversight Committee

City of Portland creates an Internal Compliance Oversight Committee on Bond Funded projects to review Labor violations, impose penalties on contractor/sub-contractor, and have access to certified payroll.

Committee can be composed of Labor, Community, and Management Representatives (additionally a City Representative)

### Component 2: Compliance Group Representatives (“Deputization Program”)

Through the Internal Compliance Oversight Committee, City of Portland trains Union Business Representatives and Organizers, and community representatives (Legal, non-profit) to be “deputized” as volunteer city inspectors, or Compliance Group Representatives (CGR)

The city provides CGRs with worksite access and certified payroll to conduct labor compliance site visits, interview workers on Bond funded project and assist with audits, hearings, and review conferences.

CGRs interview employees about hours worked, wages, job classification, official duties, and problems receiving pay, and they fill out wage-complaint forms with workers on the spot when violations are found. They do not determine violations or assess penalties but provide the raw data that city inspectors use to put together cases that can ultimately go to the Internal Compliance Oversight Committee for issuing a formal penalty.

They must attend trainings and renew their badges each year.

### Component 3: Deterrence- Penalties and Requiring a Liquidated Damages Clause

Oversight and monitoring for wage theft is often not enough to deter wage theft. The use of effective penalties when violations are found can be used 1)Deter behavior, 2)Correct Behavior.

Penalties can include: (1)Pay back wages to worker, (2)Imposing a penalty fee (three times of back wages), (3)Bar contractor from future Housing or City Project if violations are repeated.

Requiring a Liquidated Damages Clause can help to clarify penalties prior to the project.

# Campaign for Portland Wage Theft Enforcement

Contact:  
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[Ranfis.villatoro@gmail.com](mailto:Ranfis.villatoro@gmail.com)  
(971)242-9964

## Component 4: Worker Rights and Protection

Provisions can be created to prevent workers from being terminated from making wage claims or complying with interviews with CGRs.

Retaliation Protection Provision- Retaliation protections could include a presumption of retaliation if someone is fired within a certain amount of time of making a complaint. (i.e.120 days.) Anonymity should be built into the wage claim system to the extent possible. Interviews should take place either off-site or at least away from supervisors, possibly in groups, to offer anonymity. Independent translators need to be provided.

### **Addendum: Compliance Group Representative Site Visit Interview Questionnaire:**

Who is your employer?

What kind of work do you do? (Identifies Classification)

Are you an apprentice or Journey-man?

What tools do you use? (Verify worker classification)

What are your wages?

Can you provide your check stub to verify?

Are you receiving benefits?



# East Portland Action Plan

July 11, 2017

**RE:** Opposition to adoption of the proposed Community Equity & Inclusion (CEIP) Resolutions

Dear Mayor Wheeler, Commissions Eudaly, Fish, Fritz, and Saltzman, and Director James:

The East Portland Action Plan (EPAP) opposes City Council's adoption of the Community Equity and Inclusion (CEIP) Resolutions. We see no significant inclusion of the January 2017 proposed edits from the East Portland Action Plan (EPAP) Economic Development (EcDev) and Housing Subcommittees and the Metropolitan Alliance for Workforce Equity and (MAWE).

On January 11, 2017, EPAP sent the attached letter to Dante James, Portland Office of Equity & Human Rights Director. The letter outlines recommended changes to bring equity to the CEIP, as determined by consensus of the EPAP EcDev and Housing Subcommittees. EPAP included a track changes version of the CEIP with that letter and includes the attached document for Council's review.

We urge you make revisions to the document that reflect the EPAP and MAWE input, before accepting any Resolution that institutionalizes this product.

The current language is not clear and allows for too many loopholes in implementation. The City must do better. The City of Portland Water Bureau Community Benefit Agreement (CBA) pilots came in ahead of time and under budget. They exceeded nearly all diversity goals and targets, oftentimes doubling and tripling the stated goals. There was true Community oversight and investment in community capacity building and transparency of data reporting that lead to the accountability of the Contractors and Subcontractors.

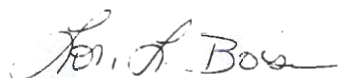
EPAP advocates to build on the proven results and successful mechanisms of the original City of Portland CBA from 2012, with integration of the lessons learned from the



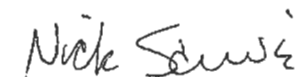
two Water Bureau pilot projects, and the negotiating outcomes from the recent Multnomah County Courthouse Project Labor Agreement (PLA) conversations. The Water Bureau CBA should be elevated as a standard by which to measure future City of Portland performance in providing opportunities for communities of color, women, and adding local hiring practices. The proposed CEIP is a poor substitute that EPAP opposes.

We need the City to do the right thing -- adopt policy tools that will advance tangible economic opportunities for women, people of color, and local hires on significant capital public projects. Please include the proposed EPAP and MAWE edits in the Community Equity and Inclusion Plan and create a truly equitable plan for Portland Public Projects.

Thank you for your consideration,



Lori Boisen and  
East Portland Action Plan (EPAP) Community Benefits Agreement Representatives and  
On Behalf of the EPAP Economic Development Subcommittee



Nick Sauvie



Frieda Christopher  
On Behalf of the East Portland Action Plan Housing Subcommittee



John Mulvey

Cc: Nathan Howard  
Tiffani Penson

**EAST PORTLAND ACTION PLAN**  
[www.eastportlandactionplan.org](http://www.eastportlandactionplan.org)  
1017 NE 117<sup>th</sup> Ave. Portland, OR 97220  
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# East Portland Action Plan

January 11, 2017

Dante James, Esq.  
 Director  
 Portland Office of Equity and Human Rights  
 421 SW Sixth Avenue #500  
 Portland, OR 97206

**Re:** Input on the DRAFT Community Equity and Inclusion Plan

Dear Mr. James,

The East Portland Action Plan (EPAP) has reviewed the City of Portland's "Community Equity and Inclusion Plan" (CEIP). We appreciate the work that has gone into the drafting of this document and appreciate this opportunity to contribute to such an important City of Portland policy statement.

We have seen the difference Community Benefits Agreements can make in terms of addressing historical inequities in contracting and workforce representation of people of color, women, and local hiring in disadvantaged areas of the City of Portland. We know that the City of Portland also wants to ensure significant improvement in addressing these historical inequities.

Please see the comments below that we integrated via track changes into the attached CEIP document.

EPAP believes the following elements are essential to advance equity:

- Local utilization goals. East Portland contains the City's largest share of disadvantaged workers and businesses. Portland Parks and Recreation recently adopted a 25% utilization goal for two new parks that are currently under construction.
- Disaggregated data. Performance should be tracked separately – by trade, apprentice and journey-level status - for minorities, women, and disadvantaged area emerging small businesses.
- Accountability. The process should hold city bureaus, their management and contractors accountable for performance. An independent oversight committee that meets monthly over the duration of the project should be required for all City contracts above a 10 million dollar threshold. Stages of Completion

Assessments should be made public quarterly. Contractors that do not demonstrate compliance with the contract equity performance commitments should be prohibited from obtaining future City contracts.

- Contract inclusion of a signature page.
- Technical assistance. For contracts meeting the 10 million dollar threshold, the City should dedicate funds for community outreach, worker training, and small business technical assistance during the bidding and compliance process.
- Establishing a process similar to the Housing Bureau N/NE Preference Program, wherein application assessment criteria weights the applicants commitment to representation of minority, women-owned, and local hires from disadvantaged areas of the city in businesses and workforce representation.

EPAP is deeply troubled by the City's poor record on equitable contracting: City disparity studies in 2009 and 2011, and a 2015 Auditor's report titled, "City Procurement: Contractor Process Needs Council Intervention". For example, the 2011 report found that over a five-year period, minority-owned firms received only 2.8% out of \$875 million in construction contracts. This year the City's own Equitable Contracting and Purchasing Commission issued a vote of no confidence in the City's procurement process.

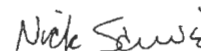
It is evident that this "Community Equity and Inclusion Plan" is long overdue and cannot afford to be a half measure that makes no significant change. EPAP believes that the Metropolitan Alliance for Workforce Equity's Community Benefits Agreement with a signature page is a much better framework to improve the City's poor equity and inclusion performance. It would serve the credibility of the Office of Equity to incorporate as much guidance from this work as possible.

EPAP's Civic Engagement, Economic Development and Housing Subcommittees identified Community Benefits Agreements as an important tool to prevent involuntary displacement of East Portland residents and businesses: this recommendation was approved by consensus of the full EPAP in November 2015. Construction trades offer access to family-wage employment that is attainable for many of our residents. Now – while Portland is experiencing explosive growth – is a great time to create a pipeline of projects that will create career paths for communities of color and women in East Portland and other disadvantaged communities in our city.

Sincerely,



Frieda Christopher



Nick Sauvie

On Behalf of the East Portland Action Plan  
Economic Development and Housing Subcommittees

**EAST PORTLAND ACTION PLAN**

[www.eastportlandactionplan.org](http://www.eastportlandactionplan.org)

East Portland Neighborhood Office 1017 NE 117<sup>th</sup> Ave. Portland, OR 97220  
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Revised 10.10.16

# Community Equity and Inclusion Plan

## DRAFT



**Comment [WM1]:** Our question "Are the elements in the draft Plan the right elements? What might be missing or need refinement?"

**Maurice's Comment:** A lot is missing from this draft. It makes it sound like responsibility is being diverted from the City and Contractors to the ECPC in solving this issue of inequality. That issue among many others will be delved into further in the other questions.

**Molly's Response:** The ECPC took over the role of the LMCOC (though this could be shifted back to a different group). No additional obligations were imposed on the ECPC although the manner in which information was shared is much more prescriptive and there are explicit obligations and more responsibility on the part of the owner and contractor. The ECPC takes on no more responsibility than that of the LMCOC and also does not have responsibility for the handling of the 1% funds.

**Maurice's Comment:** Why does the document sound like the Contractor and Owner are trying to do the bare minimum?

**Molly's Response:** What additional obligations would you impose on the Contractor and Owner?

**Comment [WM2]:** Questions for discussion-

**From Maurice:** Why is there inequality in the construction field in the first place. To our reckoning, inequality starts with the people at the top – the Owner and the OBE Contractors.

Will the Owner and most importantly the Contractor agree to be part of the solution? Everyone must contribute if we are to move forward. Diversity in the workforce benefits everyone, not just women and people of color.

**From Vicqui:** OBE Prime Contractors need to genuinely open their doors (opportunities) and be willing to hire DMW subcontractors



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**PREAMBLE**

Whereas, the City of Portland (“Owner”) desires to provide for the efficient, safe, quality, and timely completion of the construction of the [INSERT PROJECT SPECIFIC NAME HERE] (“Project”) in a manner designed to afford the lowest reasonable costs to the Owner, and the public it represents, and the advancement of public policy objectives;

Whereas, the Owner recognizes that, as a public owner, it has a unique role in the construction industry to ensure that public dollars spent benefit the community that it serves and does not indirectly or passively perpetuate discrimination against or historical under-inclusion of minorities and women and low income people in the construction industry;

Whereas, the Owner is entitled to retain and exercise full and exclusive authority for the management of its operations, and shall remain the sole judge in determining the competency and qualifications of all firms working in support of the Project, including all prime Contractors and Subcontractors, with the corresponding right to hire or reject such potential contractors on its public works projects;

Whereas, the Owner recognizes that it and its Contractor will play an integral and critical role in ensuring that the Project diversity, apprenticeship, local investment, and inclusivity objectives are met;

Whereas, the City has established the Community Equity and Inclusion Plan (the “Plan”) as a mechanism to have significant inclusionary impact ant to grow the capacity of minority, women-owned, and locally sourced disadvantaged area emerging small businesses. Whereas, the Community Equity and Inclusion Plan (the “Plan”) is intended to have a positive impact, the Owner’s commitment must demonstrate success in goals and outcomes that build this aforementioned capacity, and exemplify the Owner’s commitment to help grow both the demand for and capacity of disadvantaged, minority-owned, women-owned, and emerging small businesses (“D/M/W/ESB”);

Whereas, the City has established a “Racial Equity Plan”, it is intrinsic to the Plan that the relevant elements of the Racial Equity Plan be fully integrated and actualized in the Plan and the pertinent outcome performance metrics.

Whereas, one purpose and objective of the compliance review by the Equitable Contracting and Purchasing Commission (“ECPC”) is in recognition of the necessity for tracking and communicating the achievement of the diversity goals of the Plan.

Whereas, the Owner will dedicate funds up to 1% of the Hard Construction Costs of the Project to establish a fund to provide resources for opportunities and enhancements and to create means by which to build community capacity and/or create economic opportunities for people of color, women, economically disadvantaged individuals and local contractors and organizations, including establishment of technical support to assist businesses seeking to be established as D/M/W/ESB; and

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Whereas, in order to conserve resources and to provide focused attention to obtaining equity in the Work performed on the Project under this Plan, the handling of the 1% funds will be addressed under a separate plan which may include, but is not limited to, funding for capacity building, technical assistance, workforce training, and apprenticeship opportunities; and

Whereas, City ~~alternative procurement construction~~ projects for construction services benefit from ongoing City investments in workforce training, contractor development, technical assistance, and apprenticeship and pre-apprenticeship programs; and

**Comment [WM3]:** Molly's comment: Can we require the CEIP on low-bid contracts over \$15million? Will the contractors that bid on low bid project have the experience to implement the CEIP? Do they have equity or outreach coordinators on staff? Bid increase is expected but will tracking efforts change? Will goals be reached or ignored? How to ensure that bidders are responsive or responsible?

NOW, THEREFORE, IT IS AGREED AS SET FORTH BELOW:

#### DEFINITIONS

Community Based Organizations ("CBO") means public or private nonprofit that is representative of a community or a significant segment of a community, and is engaged in addressing and meeting common needs identified by that community. This includes, but is not limited to, Pre-Apprenticeship Programs and the organization who provide them.

Contract means the written agreement setting forth the obligations between parties for the performance of Work or to supply materials for the Project, including the agreements between the Owner and the Contractor, between the Contractor and any Subcontractor or Supplier, and between Subcontractors at any tier.

Contract Compliance Specialist means the person identified by the Owner as having authority to determine whether the Contractor and/or Subcontractors are in compliance with the Plan.

Contractor means an entity or person that has entered into the Contract directly with the Owner for all of the Work required for the Project.

Disadvantaged Business Enterprise (DBE) means a for-profit small business entity where socially and economically disadvantaged individuals own at least 51% interest and also control management and daily business operations. A DBE must be properly certified within the State of Oregon.

Emerging Small Business Enterprise (ESB) means, for purposes of this Plan, only those firms certified as an ESB by the Oregon State Certification Office of Business Inclusion and Diversity (COBID). Current program participation is restricted to Oregon-based firms with 19 or fewer employees, with average annual gross receipts over the last three years not exceeding \$1.7 million for construction firms and \$300,000 for non-construction-related firms. An ESB must be properly licensed, legally registered, and an independently owned Oregon firm. For the purposes of this Plan, an ESB that is not a MBE or WBE must be located in an economically disadvantaged neighborhood within the City of Portland.

Equal Employment Opportunity (EEO) means the policies and procedures of the organization to ensure non-discrimination for all employees, especially women, minorities, and persons with disabilities. All contract provisions require non-discrimination in employment by contractors, subcontractors and sub-consultants.

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Equity efforts is defined as an honest, genuine, and good faith effort to meet the obligations imposed by this Plan, free from any intention or effort to avoid such obligations. The requirement of Equity Efforts shall also include the obligation to take all objective and verifiable steps outlined in the strategies of this Plan.

Fiscal Year runs from July 1 through June 30.

Hard Construction Costs means the cost to build improvements on a property, including all related construction labor and materials, including fixed and built-in equipment costs. Costs not directly related to the construction of an improvement, such as overhead, administration or taxes, or other professional services shall not be considered as part of the Hard Construction Costs.

Minority Owned Business Enterprise (MBE) for purposes of the Plan means only those firms certified as a minority owned business by the Oregon State Certification Office of Business Inclusion and Diversity (COBID). A minority is defined to include Black American, Hispanic American, Native American, Asian Pacific American, Subcontinent Asian American. The management and daily operations of the firm.

Owner means the City of Portland.

Supplier means the entity who owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business as a regular dealer.

Subcontractor means an entity that the Contractor or other Subcontractor enters into a subcontract with, at any tier, to perform a portion of the Work.

Union means an organization of workers which has authorized an entity to represent their collective interests in employment-related negotiations in exchange for the payment of dues.

Women Owned Business Enterprise (WBE) means only those firms certified as women-owned businesses by Oregon State Certification Office of Business Inclusion and Diversity (COBID). The woman representative must own at least 51% of the firm and must have control of the management and daily operations of the firm.

Work means all design, services, material, labor, tools, equipment, and all appliances, machinery, systems, transportation, and appurtenances necessary to properly perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete, functioning, and satisfactory Project.

Work Product includes, but is not limited to, research, reports, computer programs, manuals, specifications, drawings, recordings, photographs, artwork and any data or information in any form.

**Comment [WM4]:** Vicqui's comment: Owner and OBE Prime contractors need to have a clear written policy, goals, and understanding about their responsibility, and to be followed by OBE prime contractors across the board on all contracting opportunities. Example cited by Maurice in the workforce, which also applicable to subcontracting as follows: "Good faith efforts are defined as an honest and genuine effort to meet the obligations...free from any intention or effort to avoid by any means such obligations." This has not been honored.

Molly's response: What would you suggest adding to this Plan to address your concern?



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### ARTICLE 1 - PURPOSE

1.1 The purpose of this Plan is to ensure that the public served by the Owner receives the fullest benefit of the Project undertaken by the Owner, to improve alternative procurement for construction contracting and employment opportunities for racial and ethnic minorities, women, and economically disadvantaged individuals on City projects, to ensure that the Owner does not discriminate or indirectly perpetuate the historic under-inclusion of racial and ethnic minorities, women, and economically disadvantaged individuals in the construction industry and trades, and to ensure that the Owner receives the benefit of a highly skilled, well-trained and diverse workforce that reflects the diversity of Portland in the Contractor and Subcontractor pools.

1.2 The timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. The Owner will work with the Contractor to furnish skilled, efficient craft workers for the construction of the Project.

1.3 There is a desire to mutually establish and stabilize wages, hours and working conditions for the trade workers on the Project, to encourage close cooperation between the Parties to the end that a satisfactory, continuous and harmonious relationship will exist between the Parties to this Plan.

1.4 Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony and stability during the term of this Plan, the Owner will require the Contractor and Subcontractors to abide by the terms and conditions in this Plan.

1.5 The unique and special needs of this Project are outlined below:

- A. *[Insert unique qualities and special needs of the Project here]*
- B.
- C.

**Comment [WMS]:** Maurice's comment: The CBA reads so different with things like "the purpose of this Agreement... is to ensure... that the Owner does not indirectly perpetuate the under-inclusion of racial and ethnic minorities and women," "maintain a spirit of harmony, labor management peace and stability", and "good-faith efforts is defined as an honest and genuine effort to meet the obligations... free from any intention or effort to avoid by any means such obligations".

Molly's response: This was taken from the CBA. Good Faith efforts was renamed as Equity Efforts but the definition remains the same- see definition above

Revised 10.10.16

**ARTICLE 2 - SCOPE OF PLAN**

2.1 This Plan applies to all new construction, rehabilitation, alteration, conversion, extension, painting, repair, improvement or other construction work performed at the Project site that is contracted by the Owner or the Contractor under City Contract Number (insert contract no).

2.2 The provisions of this Plan apply to all persons or entities, who under written agreement are performing Work or providing construction services or materials covered by the provisions of this Plan and notice shall be included in all contracts and/or subcontracts at every tier level pertaining to the Project.

2.3 This Plan is subordinate to all applicable laws, rules, regulations, ordinances or other governmental requirements pertaining to the Project and the Contract itself.

2.4 Nothing contained herein shall be construed to prohibit or restrict the Owner’s right to exercise full and exclusive authority for the management of its own operations and the Owner’s right of rejection.

2.5 Nothing contained herein shall be construed to prohibit or restrict the Owner, or its employees from performing work not covered by this Plan on the Project site.

2.6 The provisions of this Plan apply to the construction of the named Project. In recognition of the cooperative effort needed to accomplish the goals contained in this Plan and in order to ensure that those goals are met, the Owner, Contractor, Subcontractors, Unions, non-union organizations, apprenticeship programs, and Community Based Organizations (CBOs) on the Project will make all necessary Equity Efforts as defined by this Plan. As allowable, Unions will take all steps necessary to assist and support their union signatory contractors in meeting the goals in this Plan. As allowable, non-union organizations will take all steps necessary to assist and support their workers in meeting the goals of this Plan.

2.7 Where a subject covered by the provisions of this Plan is also covered by a conflicting provision of the Contract Documents between the Owner and Contractor, the provisions of the Contract Documents for the Project shall prevail.

2.8 Where an action, policy or process is not explicitly described in this Plan, the Contractor should act in good faith in accordance with the intention of this Plan.

2.9 The Plan will establish a process similar to the Housing Bureau N/NE Preference Program, wherein application assessment criteria weights the applicants commitment to representation of minority, women-owned, and local hires from disadvantaged areas of the City in businesses and workforce representation.

**ARTICLE 3 – COMPLIANCE REVIEW AND EQUITY ASSISTANCE BY THE ECPC**

3.1 **Purpose:**

**Comment [WM6]:** Maurice’s comment: Are you reluctant to commit to the Unions and have them commit as well?

You mention that Unions will “make all necessary Equity Efforts as defined by this Plan” and “assist and support their union signatory contractors in meeting the goals in this Plan.” Yet without commitment, how will you guarantee that as well as guarantee them work if they do provide a diverse workforce? The contractors may still send minority/women workers back. All the hiring and firing is done by the Contractor.

Molly’s response: Because the Union is not a party to this Plan, the Union has no exposure if it chooses not to engage in the Equity Efforts. Obviously we hope that the Union’s interest in equity is not contingent upon whether or not it has a contractual obligation. Is the Union’s engagement in equity efforts contingent upon the City guaranteeing the Union’s the work by making this Plan a PLA? How would you address non-Union contractor’s concerns about being excluded from the projects subject to such a Plan?

Regarding sending back minority/women workers, could we add a provision that requires notice to the City or ECPC when a worker is being sent back and justification therefor and give the City the right to require that worker...

**Comment [WM7]:** Maurice’s comment: What are you requiring non-union hiring halls and non-union contractors to do?

Molly’s response: I added in “non-union organizations” everywhere that “union” was referenced to ensure that both unions and non-unions were subject to the same requirements. Non-union contractors are required to comply with the Equity Efforts in the same manner as a union contractor.

**Comment [WM8]:** Maurice’s comment: With unions, contractors are allowed to ‘pierce the books’ and ask minorities and women. However, non-union hiring halls do not allow that. Why not require non-hiring halls to adhere to the Equity Plan and allow/require their contractors to ‘pierce the books’?

Molly’s response: Non-union hiring halls will be subject to the same obligations as Unions. To the extent non-hiring halls are unable to...

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- A. Recognition of the necessity for cooperation and communication in achieving the diversity goals of this Plan.
- B. Agreement that the Equitable Contracting and Purchasing Commission (ECPC) is uniquely qualified to provide insight and recommendations on efforts that will support achieving the diversity goals of this Plan.

**3.2 Goal:** The ECPC will assist the Contractor and Subcontractors in achieving the diversity goals of this Plan and ensure compliance with the requirements of this Plan.

**3.2 A.** A baseline will be established and tracking will be done via progress metrics at monthly independent oversight committee meetings with quarterly progress reports available to the public.

**3.3 Requirements for the Compliance Review and Equity Assistance:**

A. The following roles, responsibilities, and expected commitment shall set forth the guidelines for the work performed by the Owner and the Contractor with respect to the ECPC's compliance review:

1. Within thirty (30) days of council's authorization of the Request for Proposals, the Owner shall present the Project to the ECPC.
2. During the Preconstruction Services Phase of the Project and no later than sixty (60) days prior to the submission of the Guaranteed Maximum Price (GMP) or lump sum to council, the Owner and Contractor shall present to the ECPC the following information:
  - i. Contractor's and Subcontractor's outreach, training, anti-harassment and Equal Employment Opportunity initiative;
  - ii. List of Subcontractors, their anticipated scopes of Work, and the estimated subcontract amounts for subcontracts identified at that time; and
  - iii. Identify scopes of Work and subcontracts, if known, that resulted from the breakdown of subcontracts in excess of \$200,000 into targeted Work scopes.

3. An independent oversight committee will meet monthly over the duration of the project for all City contracts above a 10 million dollar threshold. Stages of Completion Assessments should be made public quarterly. Contractors that do not demonstrate compliance with the contract equity performance commitments should be prohibited from obtaining future City contracts.

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**Comment [WM9]:** Maurice's Comment: Owner- present project; hold meetings; provide documentation. ECPC – conduct compliance review for equity efforts, recruitment and retention, apprenticeship, workforce and subcontractor goals; request meetings; provide recommendations and feedback; facilitate connections; report findings, complete conflict of interest form. Contractor – provide info on outreach, training, anti-harassment, and EEO initiatives; list of subs, scopes, and estimated subcontract amounts; identify scopes exceeding \$200k; present 3 month data on utilization and 3 month forecast.

I listed out the responsibility of the Owner, ECPC, and Contractor and as you can see, the ECPC has roughly double the responsibilities. Of course, we do want the ECPC monitoring the Contractors and Owner. Shouldn't it be clear that it is the responsibility of the Owner and Contractor to comply fully with the Equity plan?

Molly's response: The ECPC's role should be akin to the role of the LMCO, which was intervention and assistance to reach equity goals. The ECPC should also have power to call meetings if needed and to report its findings. The Owner and Contractor have more duties in relation to providing the ECPC the information it needs to fulfill the ECPC's role of intervention and assistance. The remainder of the Plan makes clear that the responsibility to reach goals and comply with Equity Efforts is on the Contractor.

Is there a duty that the ECPC is charged with that you think should not be the ECPC's

**Comment [WM10]:** Need to discuss whether timing is feasible for CPO, Bureau, or Contractor

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3-4. During the course of construction and occurring each quarter, the Owner and Contractor shall present the prior three (3) month's data on the current utilization of women and minorities in apprenticeships, workforce, and subcontracting and shall also present a three (3) month forecast for the Project.

**Comment [WM11]:** Maurice's comment: Wouldn't it make more sense for the meetings to be monthly rather than quarterly?

Molly's response: How often did the LMCOC meet? It should probably align with that. Monthly seems a bit burdensome for everyone involved. Is there a middle ground? Once every two months perhaps?

4-5. Within one month prior to the first ~~quarterly~~ monthly meeting and within one month of each quarterly ~~meeting report held provided~~ thereafter, the Owner shall provide to the ECPC the prior three (3) months documentation of the Contractor's Equity Efforts. Attendees at the quarterly meeting shall include Subcontractors, Unions, non-union organizations, CBOs, workers, and any other interested individual or organization.

**Comment [WM12]:** Michael's comment: Three months is too long of a time frame for submitting data. Some contractors can complete a scope and leave before non compliance can be detected.

5-6. The ECPC may request meetings with the Owner and Contractor as needed to facilitate further information sharing and discussion on the achievement of this Plan's goals. Upon such request, the Owner and Contractor shall facilitate a meeting within two (2) weeks or such alternative later time frame as identified by the ECPC.

Molly's question: How often did the LMCOC look at this data? Monthly seems burdensome. Is there a good middle ground? What about subsection 5 below that allows the ECPC to request additional meetings or information on an as-needed basis? Would ECPC be able to pick out trades or subs for which data is needed on a shorter timeline?

B. Compliance review will be undertaken by the ECPC, including the following:

1. Contractor's and Subcontractors' Equity Efforts as set forth in this Plan.
2. Contractor's and Subcontractors' compliance with recruitment and retention efforts tracked by trade, apprentice, and journey level status for minority, women, and disadvantaged area emerging small businesses set forth in this Plan, including outreach, training, anti-harassment, and Equal Employment Opportunity initiatives.
3. Contractor's and Subcontractors' compliance with apprenticeship, workforce, and contracting goals and other goals and programs specific to the Project as set forth in this Plan.

**Comment [WM13]:** Maurice's comment: Will you be inviting Union reps to the quarterly (we suggest monthly) meetings so they can hear the dismal data reporting and perhaps provide insight on what else we can do? Will you be inciting non-union hiring halls to join the discussion?

Molly's response: Hopefully the data isn't dismal- but yes, that is a great idea and I have added that at the end of subsection 4

C. On a ~~quarterly~~ monthly basis and as needed per the Owner's request, the ECPC will provide recommendations and information to the Owner and the Contract Compliance Specialist, including the following:

1. Provide suggestions and recommendations for reaching the Plan's goals, including but not limited to providing guidance on outreach and engagement of Subcontractors; and
2. Facilitate connections to Unions, non-union organizations, CBOs, and workers and serve as a liaison between Contractor, Subcontractors, Unions, non-union organizations, community organizations, and workers.

**Comment [WM14]:** Maurice's comments: Why is the burden placed completely on the ECPC to act as liaison between Contractor, Subcontractor, Unions, community organizations and workers? Shouldn't the Owner and Contractor take an active role in the process to further the dialogue between all parties?

Molly's response: Based on testimony on the CBA report, engagement of the various groups that could assist the Contractor to reach equity goals was imperative. The LMCOC served this function and we envisioned this as a good opportunity for the ECPC, as opposed to a burden. Would utilizing a group other than the ECPC be a better option?

D. On a ~~quarterly~~ monthly basis and as needed per the Owner's request, the ECPC will report its findings to the Owner and the Contract Compliance Specialist.



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1. All Work Product provided, used or produced for compliance review of the Plan or for the Project are the exclusive property of the City of Portland.

### **3.4 Conflict Disclosure Certification**

- A. All members of the ECPC shall complete the Conflict of Interest/Reference Form for City Board & Commission Appointments, attached hereto as Exhibit XXX.
- B. All members of the ECPC who participate in compliance review of the Plan will be required to certify that they are not in collusion or connection of any kind with any other contractor, person or firm, and that they are not a City official/employee or a business with which a City official/employee is associated, and that to the best of their knowledge, their employee(s), officer(s) or -director(s) do not include any City official/employee or a relative of any City official/employee who:
  1. has responsibility in making decisions or ability to influence decision-making on the Project to which this Plan pertains;
  2. has or will participate in evaluations, award or management of any contracts or subcontracts or grants related to the Project or the Plan; or
  3. has or will have financial benefits in the Project to which this Plan pertains.
- C. All members of the ECPC participating in compliance review of the Plan have an ongoing obligation to identify any Conflict of Interest that may arise during the course of their work on the Project. A Conflict of Interest occurs when a member of the ECPC is participating in official action which could or would result in financial benefit or detriment to that member, a relative of the member, or a business with which either is associated. To the extent a Conflict of Interest arises, that ECPC member shall publicly disclose the nature of such conflict to the City and, if necessary, recuse themselves immediately from all discussions, communications, recommendations, or decisions related to such conflict.

## **ARTICLE 4 – HIRING PROCEDURES**

### **4.1 Purpose:**

- A. Recognition that unions and CBOs engage in recruitment and retention efforts to increase the number of women and minority workers in the construction industry and can provide support to achieve compliance with the diversity goals of this Plan.
- B. Agreement that both union and non-union organizations must be utilized in order to encourage inclusionary practices and to access as many women and minority workers as possible.

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**4.2 Goals:** To establish hiring practices and opportunities that support the achievement of the diversity goals of this Plan.

A. A baseline will be established and tracking will be done via progress metrics at monthly independent oversight committee meetings with quarterly progress reports available to the public.

**4.3 Requirements for Contractor and Subcontractors:**

- A. All trades people on the Project shall be either enrolled in a state or federally registered apprenticeship or pre-apprenticeship programs or shall be licensed and/or qualified at the journey level in the person's particular trade.
- B. Where applicable, Contractor and Subcontractors shall work with union and non-union hiring resources for employment opportunities.
- C. The Contractor or Subcontractor may request and the unions or non-union organizations may refer applicants for the various journeymen and apprentice classifications covered by this Plan.
- D. The Contractor and Subcontractors shall notify the unions and non-union organizations of all opportunities for employment on the Project.
- E. Contractor and Subcontractors shall inform the unions, non-union organizations, apprenticeship programs, and CBOs of the goals in this Plan and shall request that the unions, non-union organizations, apprenticeship programs, and CBOs refer diverse journey level workers and apprentices in accordance with those goals.
- F. Contractor and Subcontractors shall comply with PCC 23.10 which requires that an applicant's criminal background history may not be considered prior to the conditional offer of employment, except to the extent an exemption applies.
- G. Nothing in this Plan limits the Contractor's or Subcontractors' rights to reject proposed employees. The Contractor or Subcontractor also have the right to reject any applicant for any reason provided that such right is exercised in good faith, and in a nondiscriminatory manner.

**Comment [WM15]:** Michael's comment: This language appears to suggest allowing non union contractors to hire union members without an agreement.

Molly's response: This provision takes into consideration that the Contractor may be union or may be non-union and different approaches may be applicable and we attempted to encompass all of that. We also would like cooperation from unions even if the contractor is non-union. Can this be accomplished? If an agreement between the Contractor and the union is required, what does that agreement look like?

**Comment [WM16]:** Maurice's comment: These appear duplicative. Do these requirements apply to non-union contractors? If so, it won't work. How can they access hiring halls without provisions in here about that process?

Molly's response: Subsection B is a bit broader as groups may have different hiring services beyond referral of applicants as set forth in Subsection C. This applies to both unions and non-unions. How can we make this work? What are the barriers and can they be overcome through contractual provisions between the Owner, Contractor, and Subs in this Plan? Could we do a Memo Of Understanding with the Union and non-Union groups?

**4.4 Exemptions:**

- A. The Contractor or Subcontractor retains the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdictions, and select employees to be laid off.

**Comment [WM17]:** Michael's comment: Language is too vague.

Molly's response: What additional language would you suggest? This was taken from the CBA, section 7.1.

**ARTICLE 5 – COMMUNITY APPRENTICESHIP**

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**5.1 Purpose:**

- A. Recognition of the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, including the building of capacity among minority and women workers.
- B. Agreement that Equity Efforts are required to facilitate the entry of historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people, who are interested in careers in the construction industry.

**5.2 Goals:** *To increase apprenticeship opportunities on public projects and to ensure successful completion and retention of workers in the trades.*

A. A baseline will be established and tracking will be done via progress metrics at monthly independent oversight committee meetings with quarterly progress reports available to the public.

**5.3 Requirements for Contractor and Subcontractors subject to the Goals set forth above:**

- A. For contracts (including Contractor and Subcontractors) in any tier of \$100,000 or more, twenty percent (20%) labor hours in each apprenticeable trade shall be worked by BOLI registered apprentices, federally registered apprentices in such trade. To qualify, apprentices must be enrolled in a state-approved or federally-approved apprenticeship program during all of the hours worked on the Project.
- B. Provide all apprentices a fair chance to perform successfully by providing the following:
  - 1. On-the-job training, including:
    - i. Only training programs approved by and registered with BOLI;
    - ii. Hands-on training; and
    - iii. Training in all work processes described in the apprenticeship standards; and
  - 2. No requirement or expectation that apprentices and pre-apprentices have previous experience.
- C. Provide a list of late-term or journey level workers who are working at the Project site and who are willing to serve as mentors for apprentices and pre-apprentices.
- D. Pay apprentices in accordance with state or federal prevailing wage rates applicable to the Project, including health insurance and retirement benefits as a fringe benefit consistent with the state or federal prevailing wage fringe rate applicable to the Project. Subcontracts in an amount of \$500,000 or less related to work on this Project will be exempt from the retirement benefits requirement and, in lieu of providing retirement benefits, will instead be allowed to

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pay the equivalent dollar amount for such retirement benefits to achieve the prevailing wage rate of pay for its employees, as allowed under the Prevailing Wage statute (ORS 279C.800-870).

E. Contractors and subject Subcontractors shall register with BOLI as a Training Agent. Registration as a Training Agent in a specific trade is not required where there are no training opportunities in that trade on the Project. Such exemption will be determined based on the maximum ratio allowed by BOLI.

F. Apprenticeable trades shall include only those that are state or federally-certified. It shall not include the following trades or classifications: flag person, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, or secretary. Such trades are exempt from this Article 5.

G. Apprentice referrals:

1. Using the Worker Request Form, 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 or Subcontractor's workforce.
2. If the apprenticeship program is unable to satisfy the Contractor's or Subcontractor's request, contact three (3) recognized apprenticeship programs, pre-apprenticeship programs, and/or CBOs which have been approved by BOLI, as a "first source" for referrals and seek to enroll interested individuals into the apprenticeship programs.
3. After the "first source" outreach is exhausted, contact other appropriate CBOs to request information on individuals that are or may be interested in enrolling in the apprenticeship program.

H. Documentation of Equity Efforts to be maintained and submitted as set forth below:

1. Maintain a written record of the requests for apprentices, including the name of the apprenticeship program, pre-apprenticeship program, community-based organization, union or open shop, the name of contact person, phone, fax, date, time, job location, start date;
2. Submit proof of Contractor's and subject Subcontractor's registration as Training Agents with BOLI prior to beginning any Work on the Project.
3. Maintain records of diversity of the on-site workforce to sufficiently allow the Owner to determine whether the Project is meeting the goals and to assess the rates of apprenticeship hiring of racial and ethnic minorities and women. These records shall include disaggregated racial, ethnic, and gender data. Such documentation shall be submitted to Owner on a monthly basis.

**Comment [WM18]:** Maurice's comment: This allows contractors to opt out of creating a retirement plan or providing health insurance for non-union which is unacceptable. The Owner does not have to follow the Prevailing Wage provision. Instead, they should require the contractors to provide health and retirement. For example, Clean Energy Works required their contractors to provide those things so it is possible.

Molly's response: Health insurance is still required as is mandated by state law and city code. The only exemption is from retirement benefits, however fringe wages will still be paid in lieu of retirement benefits so no dollars are lost for the workers. The City is required to pay prevailing wage on all public works projects that include construction, reconstruction or renovation of buildings, ...

**Comment [WM19]:** Maurice's comment: If you have BOLI registered apprentices, you must be registered as a Training Agent. If a contractor is expected to have 20% utilization, they need to be a training agent.

Molly's response: No disagreement. This provision is consistent with that requirement.

**Comment [WM20]:** Michael's comment: There needs to be more clarification concerning how many attempts contractor makes to satisfy requirements.

Molly's Response: What is a reasonable amount of attempts we could insert and should those attempts be spread out amongst various apprenticeship programs?

**Comment [WM21]:** Maurice's comment: What does this mean "if the apprenticeship program is not able to, then reach out to 3 other apprenticeship programs"?

Molly's response: If the apprenticeship program that was initial contacted is unable to provide the women and minority apprentices requested, the contractor is to reach out to 3 other apprenticeship programs to obtain the women and minority apprentices.

**Comment [WM22]:** Maurice's comment: Are there screening mechanisms in place from these CBOs to verify eligibility to work in the trades? Do these CBOs have workforce programs? This could easily set recruited jobseekers up for being ill-prepared to enter the trades.

Molly's response: That is a good question. What sort of requirements should be added to ensure that the CBOs have appropriate ...

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4. Maintain documentation of good faith efforts made to meet the apprenticeship goals set forth above for the duration of the Project. Such documentation shall be submitted to the Owner on a monthly basis.
  5. Submit a Monthly Employment Report including all hours subject to prevailing wage rates, in addition to supervisors, foremen, and superintendents, which shall be submitted in accordance with submittal instructions on the report form to the Owner by the 5<sup>th</sup> day of each month.
  6. Maintain documentation of health insurance coverage and retirement benefits for workers employed on the Project or contributions at a comparable level to any such documented benefits purchased by the worker.
- I. Contractors and Subcontractors shall exercise best efforts and work in good faith to achieve the workforce goals and to fulfill the requirements as set forth above for the life of the Project, with particular emphasis on the recruitment and retention of apprentices from historically disadvantaged or underrepresented communities, including racial and ethnic minorities, and women.

**Comment [WM23]:** Maurice's comment:  
Can you please explain further?

Molly's response: Contractor must keep records of fringe benefits paid on employees' behalf

#### 5.4 Exemptions:

##### A. Requests for Exemption:

1. Exemptions to the percentage goals set forth in Section 5.2 shall be subject to and follow the procedure set forth in City Administrative Rule 1.20 Section 5 – EXEMPTIONS.
2. Except where otherwise exempted above, ~~exemptions~~ outreach, training, or mentorship requirements must be approved by the independent oversight committee and Owner in writing prior to starting Work on the Project and shall comply with the following:
  - i. All requests to exempt all or any portion of the Work on the Project shall be submitted to the Owner fourteen (14) days before any Work on the Project begins;
  - ii. All requests must include back up documentation supporting the validity of an exemption and good faith efforts taken to comply with the original terms of the Plan; and
  - iii. Requests for exemptions shall be directed to the Owner's Contract Compliance Specialist.
3. Written requests for exemptions during the course of the Project will be considered by the independent oversight committee and Owner only for extreme circumstances.



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- ~~B. Should the Contractor and Subcontractors subject to Article 5 be unable to fulfill the 20% requirement for apprentice hours, then the Contractors or Subcontract may use the following methods, subject to written approval by the Owner:~~
- ~~1. Include 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 Contractor or Subcontractor after completion of related training; or~~
  - ~~2. Include hours worked on the Project by graduates of state-registered apprenticeship programs, provided that such hours are worked within the twelve (12) month period following the apprentice's completion date.~~

## ARTICLE 6 – COMMUNITY WORKFORCE RECRUITMENT AND RETENTION

### 6.1 Purpose:

- A. Recognition of the need to facilitate the recruitment, retention, and promotion of historically disadvantaged or underrepresented people, including racial and ethnic minorities, and women who are interested in careers in the construction industry.
- B. Agreement that a more robust equity approach is required for the Project pursuant to the City's goals on equity and inclusion.

**6.2 Goals:** For contracts at any tier of \$100,000 or more, the workforce diversity goals set forth below shall apply.

- A. Apprentices: The workforce diversity goals for minority and women apprentice workers shall be thirty-one percent (31%) and local hire from disadvantaged areas of the City shall be (25%) of total apprenticeable labor hours by trade, which shall be disaggregated as follows:
  1. Twenty-two percent (22%) of total project hours by trade shall be worked by minority apprentices; and
  2. Nine percent (9%) of total project hours by trade shall be worked by women apprentices.
  - 2.3. A baseline will be established and tracking will be done via progress metrics at monthly independent oversight committee meetings with quarterly progress reports available to the public.
- B. Journey Level: The workforce diversity goals for minority and women journey level workers shall be twenty-eight percent (28%) and local hire from disadvantaged areas of the City shall be (20%) of total project hours, which shall be disaggregated as follows:

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1. Twenty-two percent (22%) of total project hours by trade shall be worked by minority journey level workers; and

2. Six percent (6%) of total project hours by trade shall be worked by women journey level workers.

2.3. A baseline will be established and tracking will be done via progress metrics at monthly independent oversight committee meetings with quarterly progress reports available to the public.

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6.3 Requirements for Contractors and Subcontractors subject to the Goals set forth above:

A. Gather and utilize information on recruitment:

- 1. Conduct workshops with minority and women employees to enlist their assistance as recruiters and request their ideas on how to increase employment of underutilized groups.
- 2. Allow scheduled job site visits by participants in community programs, as safety allows, to increase awareness of job and training opportunities in the construction trades.
- 3. Keep applications from qualified women and minorities for the duration of the Project, and contact them when an opening occurs.

Comment [WM24]: Maurice's comment: How would this suggestion "conduct workshops..." help alleviate inequality and make minorities and women feel comfortable? It is not their job to recruit other women and minorities. Right now, a huge issue is retention of minorities/women and the fact that they are not receiving the same amount of hours as their white male counterparts. It's hard to see a minority/women worker wanting to refer a friend when the possibility of being let go is so high. Then, when you add in isolation, microaggressions and harassment, it becomes an even more unreasonable request.

If your aim is truly to hear the voices of the workers, why not include all workers in the discussion and see how they feel about the inequality, isolation, microaggressions and harassment? The burden isn't just on minorities and women to combat these issues, it's the whole community.

Molly's response: I agree with you however this same provision was in the CBA at section 11.2(b) so I kept it in. I am amenable to removing it but others will have to weigh in on that decision.

B. Maintain a harassment-free workplace:

- 1. Owner will discuss its Prohibition Against Workplace Harassment, Discrimination and Retaliation Policy during the Pre-Construction Meeting and Contractor shall disseminate the policy to its employees and Subcontractors.
- 2. Provide a complete orientation to the job site to all workers, including procedures for reporting problems, and expected crew behaviors.
- 3. Verify that employees have received a copy of the Contractor's or Subcontractor's policies regarding harassment, discrimination, and retaliation.
- 4. Provide a list of resources to employees identifying support systems including, but not limited to, Equal Employment Opportunities, Employee Assistance Programs, and mentors.
- 5. Maintain a responsive grievance procedure that supports retention and anti-harassment efforts which will be prominently posted on the jobsite in a conspicuous and accessible location.

Comment [WM25]: Maurice's comment: If an issue happens in the workplace, how will non-Union workers receive help on things like discrimination, microaggressions and harassment? Will the Owner appoint an advocate or legal counsel for them?

Molly's response: Other than what is laid out in this section, are there other efforts employed by Unions to deal with these types of issues and what are those efforts? Can we insert those additional efforts into this section? We could insert the City or other group as an advocate but the City could not provide legal counsel through the City Attorney Office. Could the City partner with a legal clinic to provide legal service to workers? How would that be funded?

Comment [WM26]: Are there more specific grievance procedure from CBA 5.3 or other Equity plans that could be inserted here?

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6. Take steps to reduce feelings of isolation among racial and ethnic minorities and women by making every attempt to have several racial and ethnic minorities and women at the job site and by informing such workers about available support systems.

**Comment [WM27]:** Maurice's comment: This is not a comprehensive survey. What would it actually take to alleviate feelings of isolation and harassment? Can you give concrete steps and examples?

Molly's response: Providing an anti-harassment policy, conspicuously displayed, as well as mentoring, are some ways that we intend to address this issue. We are looking to you for ideas on what concrete steps can be taken in this regard to add to this provision.

C. Support Equal Employment Opportunity initiatives:

1. Review and disseminate, at least annually, the Contractor's and Subcontractor's EEO policy and affirmative action obligations under this Plan with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.
2. Provide annual cultural competency training to all managers, supervisors, and owners, and conduct a review, at least annually, of all managers' and supervisors' adherence to and performance under the Contractor's and Subcontractor's EEO policies, affirmative action obligations, and cultural competencies.
3. Provide the number of toilet facilities in an amount equal to the ratio of women working on the Project (with a minimum of one (1)) for people who identify as women on the job site. Do so by maintaining a clean, accessible and locking toilet for crew members who identify as women, and by removing graffiti immediately to help create a respectful environment.
4. Provide clean, accessible, private, and locking lactation facilities separate from toilet facilities, as needed.

D. Maintain documentation of best efforts of compliance with the strategies as set forth above and submit such documentation to the Owner upon request.

E. Contractors and Subcontractors shall exercise best efforts and work in good faith to achieve the workforce diversity goals and to fulfill the requirements as set forth above for the life of the Project, with particular emphasis on the recruitment and retention of apprentices from historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income people.

**6.4 Exemptions:**

A. Requests for Exemption:

1. Exemptions to the percentage goals set forth in Section 6.2 shall be assessed on a project-by-project basis through the Contractor's and Owner's assessments of the scopes of work for each trade implicated in the Project, current marketplace availability for such trades, and historical disparity data. In the event of an exemption, a reduced percentage goal shall be substituted. The Unions may be the first source for the provision of minority, ~~and~~ women, ~~and~~ local hire disadvantaged area workforce within the identified trades upon proof of the Unions' outreach, and



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retention efforts for minority and women workers, ability to meet the capacity identified for each trades' percentage goals, and history of fulfillment of such utilization goals.

~~1-A.~~ If the exemption request is found to be justified, this will serve as cause to direct training dollars toward that specific trade.

2. Except where otherwise exempted above, exemptions to goals, training or mentorship requirements must be approved by the independent oversight committee and Owner in writing prior to starting Work on the Project and shall comply with the following:
  - i. All requests to exempt all or any portion of the Work on the Project shall be submitted to the Owner fourteen (14) days before any Work on the Project begins;
  - ii. All requests must include back up documentation supporting the validity of an exemption and good faith efforts taken to comply with the original terms of the Plan; and
  - iii. Requests for exemptions shall be directed to the Owner's Contract Compliance Specialist.
3. Written requests for exemptions during the course of the Project will be considered by the independent oversight committee and Owner only for extreme circumstances.

**Comment [WM28]:** Maurice's comments: Why are the requirements for exemptions so lenient? Why is there even an option for an exemption to be based on current market availability? With that, we will never move the needle towards increasing diversity. It will be business as usualy.

Molly's response: I added the exemptions to help us to prove that our efforts are narrowly-tailored in the event that we are challenged on the constitutionality of gender-based and race-based goals. However, I am open to deleting this provision. Others will have to weigh in.

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**ARTICLE 7 – SUBCONTRACTING**

**7.1 Purpose:**

- A. Recognition that one of the barriers to entry for many D/M/W/ESBs is a lack of proven success of qualified D/M/W/ESB firms in getting contracts on commercial construction projects of the type generally contracted for by the Owner.
- ~~B.~~ Recognition that D/M/W/ESB firms are afforded less opportunities to contract with non-D/M/W/ESB prime contracting firms.
- ~~B.C.~~ Agreement that historical disparity has adversely impacted opportunities for women-owned and minority-owned firms in the construction industry.

**Comment [WM29]:** Molly's suggested revision based on above

**Comment [WM30]:** Vicqui's revision: Many qualified D/M/W/ESB's lack of proven success in getting contracts on Commercial construction projects are due to barriers as follows:  
 1. Most large OBE Primes have their own favorite non DBEs subs that they use over and over again, and their lack of interest/reluctance on opening the subcontracting opportunities to bona fide D/M/W/ESBs; Sometimes they create phony partnerships with a WBE spouse to satisfy requirements, to avoid using legitimate DBE firms;  
 2. As a result of above, they do bid shopping, which is very unethical, and unfair to minority small businesses

**7.2 Goals:** For all work performed on the Project, the base-line utilization goal for firms that have been certified by the State of Oregon as a Disadvantaged Business Enterprise, Minority-Owned Business, a Women-Owned Business, or an Emerging Small Business (D/M/W/ESB) is twenty-two percent (22%) of the Hard Construction Costs for the Project, which shall be disaggregated as follows:

- A. Twelve percent (12%) minimum shall be Disadvantaged Business Enterprise (DBE) or Minority-Owned Business Enterprise (MBE);

**Comment [WM31]:** Molly's suggested revision based on above

**Comment [WM32]:** Vicqui's comment: Please insert "Hard" before "Goal"

Molly's response: We do not have the legal support for hard goals and as such, our goals are aspirational but the efforts are required

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B. Five percent (5%) minimum shall be Women-Owned Business Enterprise (WBE); and

C. The remaining percentage shall be Emerging Small Business (ESB).

**Comment [WM33]:** Vicqui's comment: 22% of hard construction costs shall be disaggregated as follows: Change 12% DBE/MBE to 15% DBE/MBE; 5% WBE (no change); and 2% ESBs.

Molly's response: That seems reasonable to me. Others will need to weigh in.

### 7.3 Requirements for Contractor and Subcontractors:

A. Provide subcontracting opportunities, including the following:

1. Identify subcontracting opportunities that will provide opportunities for D/M/W/ESBs to successfully bid, and which would build the capacity of these firms to bid for larger contracts on future Owner projects.
2. In order to allow smaller qualified contractors to successfully bid on subcontracts, the Owner shall require Contractor and Subcontractors holding subcontracts in excess of \$200,000 to provide targeted Work scopes where feasible as determined by the Owner.
3. Utilize the Owner's Prime Contractor Development Program (PCDP) participants as a first source in soliciting for scopes of Work for the Project that fall within the amounts subject to the PCDP (INSERT ACTUAL AMOUNTS???).
4. Any D/M/W/ESB 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:
  - i. Inability of the company to perform the Work as required.
  - ii. Refusal of the company to perform the Work as required.
  - iii. Mutual agreement of Contractor and the Subcontractor not to perform the Work due to reasons beyond the control or influence of Contractor or Subcontractor.
5. The Contractor shall not add, delete, or replace any Subcontractor after the bid is submitted or the Contract is awarded without the consent of the Owner's Chief Procurement Officer. The Contractor shall make good faith efforts to contract with a D/M/W/ESBs for the Work to be performed and submit along with documentation of their efforts, a Subcontractor Change/Request Form to the Owner's Contract Compliance Specialist for approval prior to making any changes.

**Comment [WM34]:** Do we need insert the more detailed provision from CBA 13.1?

B. Utilize equitable procurement procedures which shall consist of an open, fair, and competitive solicitation process, including the following:

1. Early identification of bidding opportunities, including:
  - i. Contractor shall identify all divisions of Work that will be subcontracted.

**Comment [WM35]:** Vicqui's comment: If OBE Prime contractors are still reluctant/unwilling for any reasons, there is a need for them to prequalify all subs and strictly require performance bonding, financial statements, project references

Molly's response: What issues are you seeing in this regard? The City will sometimes exempt DMWESB subs from bonding and insurance requirements. If this provision is inserted, that would no longer be an option.



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- ii. Outreach shall start during the pre-construction services phases to provide advance notice to D/M/W/ESBs, including:
  - a. Advance notice will also be sent to key trade and business organizations that promote utilization of minorities and women in public works projects.
  - b. Contractor shall contact firms by email and/or fax notifying them of the anticipated Work available on the Project.
  - c. Information shall be posted on the Contractor's website to facilitate assessment of the interest of D/M/W/ESBs for the Work on the Project.
  - d. Outreach shall continue during the life of the Project and will be tailored to specific opportunities made available in solicitation packages.
- iii. Contractor shall conduct pre-bid/pre-proposal meetings for all solicitation packages, including:
  - a. Fulfilling the purpose of the meeting which is to provide clarity and understanding of the Project and solicitation requirements, view the jobsite, and to advise bidders of the importance of the commitment to and expectations for D/M/W/ESB utilization.
  - b. Bidders/Proposers will be offered assistance in conducting effective solicitation steps to obtain D/M/W/ESB participation.
  - c. Contractor is required to notify the Owner's Contract Compliance Specialist and Owner of all pre-bid/pre-proposal meetings.
  - d. For solicitation packages with an estimated value greater than \$200,000, Contractor shall coordinate meetings with the Owner's Contract Compliance Specialist who must attend all pre-bid/pre-proposal meetings.
- iv. During the construction services phase, the Contractor shall conduct outreach conferences apprising the construction industry and D/M/W/ESBs of the subcontracting procurement process and approach to D/M/W/ESB utilization, including:
  - a. Information on anticipated solicitation dates and divisions of Work identified for D/M/W/ESB participation.
  - b. Conference attendees shall be informed of the resources that will be available to them during the bidding and construction phases.

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- c. A networking forum shall be included for prospective D/M/W/ESB Subcontractors and major and/or specialty Subcontractors.

2. Targeted solicitation methods, including:

- i. Contractor shall provide a solicitation package to interested D/M/W/ESBs and/or make it available for pick-up including all of Owner’s contracting requirements as referenced in the Project’s Contract Documents, including:
  - a. Before a solicitation is released, the Owner’s Contract Compliance Specialist and the Owner’s Representative will be provided with a copy of the solicitation package for review and comment.
  - b. Contractor will make themselves available to assist prospective D/M/W/ESB bidders in understanding solicitation requirements.
- ii. Subcontractors of any tier bidding or providing quotes on any package, division of Work and/or Work element having an estimated value greater than \$200,000 shall be required to meet the requirements of the Plan. Contractor shall deem bid proposals not meeting this requirement to be non-responsive

iii. If the Contractor or an Affiliate or subsidiary of the Contractor will be participating in the solicitations as a bidder or intends to self-perform a scope of the Work, the Contractor shall disclose that fact in the selection process and announcements. In addition, the Contractor shall identify the conditions, processes, and procedures the Contractor will utilize in that competitive process in order to make the process impartial, competitive and fair, including but not limited to, objective independent review and opening of bids or proposals for the bid package involved by a representative of the City (“Contractor’s Bid Plan”), and the Contractor’s participation in solicitations as a bidder or in self-performing a scope of the Work is subject to the City’s approval of the Contractor’s Bid Plan.

Comment [WM36]: Addresses 5.34.890 E11

iii.iv. Contractor shall procure all Subcontractors and Suppliers for all divisions of Work in the completion of the Project by selecting the lowest bidder who is in compliance with the Plan and the City Racial Equity Plan using one or more of the following methods:

Comment [WM37]: Addresses lowest bidder requirement

- a. Informal Solicitations - Work packages estimated between \$50,000 up to \$200,000

Comment [WM38]: Wouldn’t this fall in the PCDP – See 7.3A(3)

1. No public advertisement. Project solicitation packages shall 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).

Comment [WM39]: Might not be possible to omit advertisement as that is required to be “competitive” subcontractor selection process per 5.34.890 E 11 (a)

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2. Solicit bids utilizing the City's PCDP. If less than two responsive bids are received, proceed to the following steps.
  3. Target a minimum of five D/M/W/ESBs in each division of Work.
  43. Contractor or Subcontractor shall send outreach letters to D/M/W/ESBs who specialize in the type of work that will be subcontracted and shall provide adequate information for submission of a bid, along with the date and time that sub-bids are due. Contractor shall obtain a total of three (3) bids from D/M/W/ESBs who specialize in the type of work that will be subcontracted.
- b. Formal Price-Based Solicitations - Work packages estimated at greater than \$200,000
1. Project solicitation packages shall 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*).
  2. Contractor or Subcontractor shall send outreach letters to D/M/W/ESBs who specialize in the type of work that will be subcontracted and shall provide adequate information for submission of a bid, along with the date and time that sub-bids are due. Contractor shall obtain a total of three (3) bids from D/M/W/ESBs who specialize in the type of work that will be subcontracted.
  3. Contractor shall 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*, *Oregon Association of Minority Entrepreneurs (OAME) Plan Center*, *Metropolitan Contractors Improvement Partnership (MCIP)*, and *Ford Graphics*. Confidential drawings must be handled separately and will only be distributed following the Owner's Confidentiality Policy.
- c. Formal Qualification-Based Solicitations ("QBS") - Work packages estimated at greater than \$200,000
1. Where the Work package involved requires specialized knowledge, skill, experience and expertise a Request for Proposal (RFP) may be used. RFPs must include the following criteria for diversity in contracting:
    - i. Describe your company's policy and practice of contracting with D/M/W/ESBs including the number of individual D/M/W/ESBs contracted, the dollar amount contracted and amount paid to D/M/W/ESBs over the past three years. List the name, nature of work, and dollar amount of each D/M/W/ESB for the cited projects.
    - ii. Describe objectives for increasing D/M/W/ESB subcontracting capacity in the Work of the Project, including an estimate of the

**Comment [WM40]:** Addresses 7.3A which requires utilizing PCDP

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dollar volume of D/M/W/ESB utilization you will aspire to achieve.

- iii. Describe your company's hiring policy and practice for hiring, retaining and advancing minorities and women in your workforce.
2. RFP's shall be publicly-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*).
  3. Contractor or Subcontractor shall send outreach letters to D/M/W/ESBs who specialize in the type of work that will be subcontracted and shall provide adequate information for submission of a bid, along with the date and time that sub-bids are due. Contractor shall obtain a total of three (3) bids from D/M/W/ESBs who specialize in the type of work that will be subcontracted.
  4. Contractor shall 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. Confidential drawings must be handled separately and will only be distributed following the Owner's Confidentiality Policy.

C. Provide equitable assistance, including the following:

1. <sup>Assist</sup> Provide technical assistance to qualified potential D/M/W/ESB bidders in the bidding and estimating process.
2. Once subcontracts are awarded and secured, Contractor shall offer all successful D/M/W/ESB Subcontractors, regardless of tier, technical assistance as necessary to ensure the successful completion of the subcontract. Such technical assistance shall be provided as requested by the Owner, which may include, but is not limited to, the following:
  - i. Establishing a schedule of values for the Work to be performed.
  - ii. Preparation of cash flow projections required for successful performance of the Work.
  - iii. Correctly calculate and submit pay requests, invoices, and required documentation to obtain progress payments consistent with the Owner's twice-monthly payment provisions.
  - iv. Advance payment for materials on hand where appropriate to facilitate successful participation of all tier D/M/W/ESBs.

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- v. 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.
  - vi. Provide technical assistance and training in the use of BIM as needed and as it relates to specific scopes of Work for Subcontractors for the Project.
  - vii. Look for opportunities to increase the utilization of small D/M/W/ESB firms on incidental Project Work such as flagging, trucking/hauling, landscaping, or cleanup. Contractor may establish unit price Project packaging for Work such as trucking, erosion control, and flagging through which a pool of D/M/W/ESBs can profitably perform.
  - viii. Provide mentoring opportunities, including, but not limited to, teaming agreements with D/M/W/ESBs to partner on the Project through the sharing of general contractor duties and commensurate profits/losses on the Project, in order for the D/M/W/ESB to gain knowledge and experience not commonly passed on through the General Contractor/Subcontractor relationship.
3. All subcontracts are subject to the Owner's accelerated payment requirements specified in the General Conditions within the Contract Documents. In addition, Contractor shall release a Subcontractor's retainage upon completion and acceptance of the Subcontractor's Work, irrespective of whether the Owner has released any of the Contractor's retainage, except to the extent a claim or dispute exists as to that Subcontractor's Work. These provisions are mandatory on all Project subcontracts at any tier.
  4. Negotiate pricing and secure a material Supplier or group of Suppliers for eligible participants on particular aspects of the Project to purchase supplies and materials at the same cost in order to decrease or eliminate material pricing as a factor in the award of contracts to D/M/W/ESB firms.
  5. Purchase Subcontractor Default Insurance meeting the requirements of payment and performance bonds as set forth in the statute, instead of requiring surety bonds from D/M/W/ESB Subcontractors. If an OCIP/CCIP is executed on this Project, this condition may become a part of that policy.
  6. Contractor's designated diversity manager shall participate during the life of the Project and provide assistance to the Contractor and Subcontractors in the utilization of equitable procurement procedures and compliance with the Plan requirements.
  - 6.7. Upon the request of an unsuccessful bidder, Contractor shall provide unsuccessful bidders with information on the qualification and selection process and on the Contractor's selection decisions to enable the unsuccessful bidders to understand the reasons why they were not selected and to improve the bidders' substantive



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qualifications or methods of competing. This includes, but is not limited to, briefing meetings held with individual bidders or, if agreed upon by the bidder, in groups of bidders who all bid on the same bid package.

Comment [WM41]: Addresses 5.34.890 E  
14

D. Documentation of Equity Efforts to be maintained and submitted, as set forth below:

1. Contractors and Subcontractors will exercise best efforts and work in good faith to achieve the D/M/W/ESB goals and to fulfill the requirements as set forth above for the life of the Project, with particular emphasis on subcontracting opportunities for historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income people.
2. Contractor and Subcontractors shall comply fully with the provisions of this Plan in the solicitation and award of subcontracts during the life of the Project. Contractor will submit all bid results, responses to RFP's, and other supporting documentation to the Owner after each solicitation, but prior to subcontract award to review and verify compliance with established procurement procedures.
3. Contractor shall establish and maintain contact with all participating D/M/W/ESBs, 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 D/M/W/ESB(s).
4. Submit a Monthly Subcontractor Payment and Utilization Reports to the Owner's Project Manager and Owner's Contract Compliance Specialist by the 15<sup>th</sup> of each month.
5. On a quarterly-monthly basis, Contractor shall compile disaggregated racial, ethnic, and gender data of Subcontractors and provide such data to the Owner for verification. Reports will be made available to the public quarterly.
6. All required documentation of Equity Efforts to fulfill the requirements set forth in section 7.3 (including Forms 1 & 2 attached hereto) will be provided to the independent oversight committee and the Owner's Project Manager and Owner's Contract Compliance Specialist and are subject to review by the EOPC.

#### 7.4 Exemptions:

- A. Should the Contractor or Subcontractors fail to meet the goals set forth in Section 7.2, good faith efforts shall be submitted in Form 2 and reviewed by the independent oversight committee and Owner for compliance with the Equity Efforts.
- B. Should the Contractor or Subcontractors fail to obtain three (3) responsive bids as set forth in Section 7.3 (B)(2), good faith efforts shall be submitted in Form 2 and reviewed by the independent oversight committee and Owner for compliance with the Equity Efforts.

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## **ARTICLE 8 – REPORTING REQUIREMENTS AND ADMINISTRATION**

**8.1 Purpose:** Recognition that documentation provides a useful resource for compliance review of Equity Efforts and as a historical reference tool.

**8.2 Goals:** Obtain and assess objective evidence of Equity Efforts for evaluation by the independent oversight committee, the Owner, and the ECPC to verify Equity Efforts and compliance with the Plan.

**A. A baseline will be established and tracking will be done via progress metrics at monthly independent oversight committee meetings with quarterly progress reports available to the public.**

### **8.3 Requirements for Contractors and Subcontractors:**

- A. Contractor and Subcontractors shall maintain documentation of compliance throughout the terms of Contract.
- B. Contractor and Subcontractors shall submit their completed documentation and provide reports to the Owner within the timeframe set forth below. Such documentation includes the following:
  - 1. All solicitation packages within thirty (30) days of sending out such solicitation;
  - 2. All solicitation results, including disaggregated racial, ethnic, and gender data, within thirty (30) days following award of the Subcontract;
  - 3. Inquiries of D/M/W/ESB interests in bidding, bid amounts, and contract awards, as requested by the Owner;
  - 4. Subcontractor & Supplier payments by the 15<sup>th</sup> of each month;
  - 5. Subcontractor replacement requests/decisions, as applicable;
  - 6. Technical assistance requested/provided and/or referred shall be provided quarterly;
  - 7. Apprenticeship results, including disaggregated racial, ethnic, and gender data by the 5<sup>th</sup> of each month;
  - 8. Workforce diversity results, including disaggregated racial, ethnic, and gender data by the 5<sup>th</sup> of each month;
  - 9. Problems and successes experienced in outreach and utilization of D/M/W/ESBs shall be provided quarterly;

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10. Electronic spreadsheet of all awards, material expenditures and supplier purchases, including disaggregated racial, ethnic, and gender data shall be provided monthly;
  11. Charts and Graphs as requested by the Owner;
  12. Form 1 and 2, as applicable; and
  13. Other reports as requested by Owner.
- C. All parties that participate in the Project and perform work on the Contract will be expected to comply with the rules governing the Owner's access to records, including the following:
1. Copies of applicable records shall be submitted as required or made available upon request, as indicated in this Plan.
  2. The Owner, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Plan at any time in the course of the Project and during the three (3) year retention period, following Final Payment. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

#### **ARTICLE 9 – COMPLIANCE**

**9.1 Purpose:** Failure to meet the requirements of this Plan impairs the Owner's efforts to promote workforce and contracting diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, failure to meet the requirements set forth in this Plan will constitute a material breach of the Contract.

**9.2 Remedies for Breach:** In the event of a breach of this Plan, 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 Contractor has remedied the breach of Contract. In the event that progress payments are withheld, the Contractor and Subcontractors shall not be entitled to interest on said payments.

B. **Liquidated Damages:**

1. The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for Contractor's or Subcontractors' failure to comply with the requirements of this Plan. The parties further agree that it is

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difficult, if not impossible, to determine the cost to the Owner when, due to a lack of Equity Efforts, workforce diversity or D/M/W/ESB subcontracting opportunities are not provided in accordance with the Plan. Contractors that do not demonstrate satisfactory performance as determined by the independent oversight committee and the Owner will be prohibited from obtaining future City of Portland contracts.

2. If Contractor or a Subcontractor fails to fulfill the requirements set forth in Section 4 “Hiring Procedures” or Section 5 “Community Apprenticeship” of this Plan, the Owner may assess and the Contractor or Subcontractor agrees to pay the sum of \$250 per day for each day of missed apprenticeship hours until the breach is remedied or, if the breach cannot be remedied, \$2,000 for each violation.
  3. If Contractor or a Subcontractor fails to fulfill the requirements set forth in Section 6 “Community Workforce Recruitment and Retention” of this Plan, the Owner may assess and the Contractor or Subcontractor agrees to pay damages of \$50 per day for each violation of noncompliance until the breach is remedied or, if the breach cannot be remedied, \$2,000 for each violation.
  4. If Contractor or a Subcontractor fails to fulfill the requirements set forth in Section 7 “Subcontracting” of this Plan, the Owner may assess and the Contractor or Subcontractor agrees to pay damages of \$50 per day for each violation of noncompliance until the Project is complete or until the breach is remedied or, if the breach cannot be remedied, \$2,000 for each violation.
  5. These damages are independent of any other damages that may be assessed under other provisions of the Contract.
- C. Termination. If the Contractor or Subcontractor(s) are found to be minimizing their Equity Efforts or otherwise failing to comply with the spirit or intention of this Plan in order to minimize their obligation, the Contractor or Subcontractor(s) may be removed from the Project and may pay liquidated damages and direct damages related to the cost of work stoppage, construction delays, re-advertising the Request for Proposals, and restarting the Work.
- D. Other Remedies. The Owner’s foregoing rights and remedies shall not be deemed exclusive and shall be in addition to any and all rights otherwise available at law or in equity. The exercise by the Owner of one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or of any of its remedies for any other default by the Contractor, including, without limitation, the right to compel specific performance.

**Comment [WM42]:** Maurice’s comment: Why is the penalty for not fulfilling the Hiring Procedure or Community Apprenticeship requirement so low? Why isn’t it \$500 instead of \$250? The same goes for failure to meet Community Workforce Recruitment and Retention and Subcontractor requirements; \$50 a day is too low.

Molly’s response: This is a liquidated damage clause. Penalties are not upheld in contracts and the courts strike those. Liquidated damages must be based upon a reasonable estimate of what actual damages might be. In calculating the cost of actual damages, we look only to the damages that would be sustained by the City due to the Contractor’s failure to fulfill these efforts. In doing so, we looked at the cost for City staff to implement these programs and these were the amounts that were calculated based on hourly rates, hours worked, and costs for programs. Do you anticipate that the City incurs other costs that were not taken into consideration?

**Comment [WM43]:** Vicqui’s comment: Accountability. Primes should be accountable have honor system for fair contracting practices; They should have a penalty such as losing contract if they don’t meet subcontracting goals and also workforce goals

Molly’s response: Hard goals on workforce or subcontracting are not an option based on the information we have from the disparity study, however, if the contractor fails to fulfill the Equity Efforts which are all of the items in each section labeled “Requirements” then the contract may be terminated

**ARTICLE 10 - SEVERABILITY**



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**10.1** If any clause, sentence or any other portion of the terms and conditions of this Plan becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.



# East Portland Action Plan

January 11, 2017

Dante James, Esq.  
 Director  
 Portland Office of Equity and Human Rights  
 421 SW Sixth Avenue #500  
 Portland, OR 97206

**Re:** Input on the DRAFT Community Equity and Inclusion Plan

Dear Mr. James,

The East Portland Action Plan (EPAP) has reviewed the City of Portland's "Community Equity and Inclusion Plan" (CEIP). We appreciate the work that has gone into the drafting of this document and appreciate this opportunity to contribute to such an important City of Portland policy statement.

We have seen the difference Community Benefits Agreements can make in terms of addressing historical inequities in contracting and workforce representation of people of color, women, and local hiring in disadvantaged areas of the City of Portland. We know that the City of Portland also wants to ensure significant improvement in addressing these historical inequities.

Please see the comments below that we integrated via track changes into the attached CEIP document.

EPAP believes the following elements are essential to advance equity:

- Local utilization goals. East Portland contains the City's largest share of disadvantaged workers and businesses. Portland Parks and Recreation recently adopted a 25% utilization goal for two new parks that are currently under construction.
- Disaggregated data. Performance should be tracked separately – by trade, apprentice and journey-level status - for minorities, women, and disadvantaged area emerging small businesses.
- Accountability. The process should hold city bureaus, their management and contractors accountable for performance. An independent oversight committee that meets monthly over the duration of the project should be required for all City contracts above a 10 million dollar threshold. Stages of Completion

Assessments should be made public quarterly. Contractors that do not demonstrate compliance with the contract equity performance commitments should be prohibited from obtaining future City contracts.

- Contract inclusion of a signature page.
- Technical assistance. For contracts meeting the 10 million dollar threshold, the City should dedicate funds for community outreach, worker training, and small business technical assistance during the bidding and compliance process.
- Establishing a process similar to the Housing Bureau N/NE Preference Program, wherein application assessment criteria weights the applicants commitment to representation of minority, women-owned, and local hires from disadvantaged areas of the city in businesses and workforce representation.

EPAP is deeply troubled by the City's poor record on equitable contracting: City disparity studies in 2009 and 2011, and a 2015 Auditor's report titled, "City Procurement: Contractor Process Needs Council Intervention". For example, the 2011 report found that over a five-year period, minority-owned firms received only 2.8% out of \$875 million in construction contracts. This year the City's own Equitable Contracting and Purchasing Commission issued a vote of no confidence in the City's procurement process.

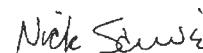
It is evident that this "Community Equity and Inclusion Plan" is long overdue and cannot afford to be a half measure that makes no significant change. EPAP believes that the Metropolitan Alliance for Workforce Equity's Community Benefits Agreement with a signature page is a much better framework to improve the City's poor equity and inclusion performance. It would serve the credibility of the Office of Equity to incorporate as much guidance from this work as possible.

EPAP's Civic Engagement, Economic Development and Housing Subcommittees identified Community Benefits Agreements as an important tool to prevent involuntary displacement of East Portland residents and businesses: this recommendation was approved by consensus of the full EPAP in November 2015. Construction trades offer access to family-wage employment that is attainable for many of our residents. Now – while Portland is experiencing explosive growth – is a great time to create a pipeline of projects that will create career paths for communities of color and women in East Portland and other disadvantaged communities in our city.

Sincerely,



Frieda Christopher



Nick Sauvie

On Behalf of the East Portland Action Plan  
Economic Development and Housing Subcommittees

**EAST PORTLAND ACTION PLAN**

[www.eastportlandactionplan.org](http://www.eastportlandactionplan.org)

East Portland Neighborhood Office 1017 NE 117<sup>th</sup> Ave. Portland, OR 97220  
503.823.4035 or [lore.wintergreen@portlandoregon.gov](mailto:lore.wintergreen@portlandoregon.gov)



July 12th, 2017

Dear Mayor Wheeler, City Commissioners:

Oregon Tradeswomen, Inc. urges the Portland City Council to adopt the MAWE amendments to the proposed resolutions, to consider extensive edits of the CEIP, and to take Council action to strengthen the City's Workforce Training and Hiring Program.

While City Workforce Training and Hiring Program staff are working hard and doing their best, they need stronger tools and leadership support in order to administer an effective program. For instance, in the most complete snapshot report on the City's web site, for projects awarded in FY 12-13 (which includes worker hours as late as August 2016) only 6 of the 42 projects had met all of the City's utilization goals. Fourteen of the projects did not meet any of the goals. And only 11 met apprenticeship goals.

Equally concerning is that 16 of 42 projects had zero female participation at all and 15 projects had zero African-American work hours.

Overall the report showed that the City did not meet goals for apprenticeship and female utilization during that period, and while it met minority utilization goals, several ethnic groups were underutilized as compared to their percentage of the workforce (African-American @ 4.4%, Asian @ 1.8%).

	Apprenticeship Utilization	Minority Utilization	Female Utilization
City Goals	20%	18%	9%
Report on projects awarded in FY 12-13	19%	25%	7.9%

Several champions stand out in the data, with the two Hoffman CBA projects taking the lead, meeting and exceeding all goals and also having 6.2% African-American utilization.

There has been expressed concern that if the goals are raised that they would not be able to be reached because there would not be enough availability of women and minority workers. Here are two arguments for raising the goals:

- 1) There were 42 City projects awarded in FY 12-13, reporting a total of 720,652 hours or about enough hours for 320 individuals to work full time for a year. In the Portland Metropolitan Statistical Area, as of March 2016 there were 314 diverse female apprentices, enough to work about 628,000 full-time annual hours, and 832 minority male apprentices, enough to work about 1,664,000 full-time annual hours. Certainly enough available work hours for City projects and many more.



- 2) There are currently over 9% female apprentices in 10 major apprenticeship programs, and over 22% minority apprentices in 14 major apprenticeship programs, and over 6% completing journey-women in 16 programs and over 22% completing minority journey-workers in 14 programs. (2016 data from the Bureau of Labor and Industries, Apprenticeship and Training Division)

It's clear that the availability of women and minority workers is there for both apprentices and journey-workers. It's equally clear that additional measures should be taken in order for all of the City's residents to benefit equitably from investments in the City's built environment and infrastructure.

We urge that the following recommendations are considered for implementation to ensure economic equity for our broader community:

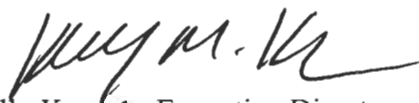
- Implementation of an oversight committee representative of the community;
- More frequent, consistent and transparent monitoring combined with problem solving/technical assistance provided to the contractor to assist them to meet goals;
- Posting more detailed data and outcomes to the City's website on workforce hours and utilization of targeted community members;
- Stronger up-front commitment and planning from contractors as part of the bid mechanism;
- Stronger post-award planning with contractors;
- Real consequences for not meeting goals or performance standards.

Thank you so much for your consideration and commitment to strengthening City policy and implementation for an equitable outcome for all.

Sincerely,



Connie Ashbrook, Executive Director *Emeritus*  
503.335.8200 Ext. 22



Kelly Kupcak, Executive Director  
503-335-8200 Ext. 39

## Analysis of the City of Portland workforce diversity results

as of 7/9/17

### City of Portland Goals:

20% apprentice hours : 18% minority hours : 9% female hours

### Analysis of City of Portland Project Workforce Utilization for FY 12-13

Note about the data: this was taken from a report on the City's web site:

<https://www.portlandoregon.gov/brfs/article/592681> The format of the report shows work hours over multiple years, with some hours being reported as late as August 2016, on projects approved by Council in FY 12-13, thus it is the most recent report that is comprehensive as to project hours.

Out of 42 projects in FY 12-13, the number of projects that met:

Met All of Goals*	Met Goal for Apprenticeship	Met Goal for Minorities	Met Goal for Women	Met None of Goals
6	11	23	11	14

\*Includes both CBA projects

	Total Hours/Percentage	Community Benefit Agreement Projects*	Non-CBA Projects	Additional hours that would have been worked if compliance had been enforced and goals met
Project hours	720,652	387,367	333,285	
Apprentice	136,217/19%	8,3524/22%	52,693/16%	7,207
Minority	179,477/25%	115,242/30%	64,235/19%	Overall minority goals exceeded
African American/6%**	32,094/4.4%	23,920/6.2%	8,174/2.4%	11,530
Asian/7%***	13,028/1.8%	6076/1.6%	6952/2%	37,418
Hispanic/9%	101,619/14%	62,313/16%	39309/12%	Exceeds % of population
Native American/1%	26,352/3.7%	19,324/5%	7,028/2.1%	Exceeds % of population
Female	57,159/7.9%	40,013/10.3%	17,146/5.1%	7,927

\*CBA projects exceeded goals in all categories. Only four non-CBA projects met goals. Only 52% of non-CBA projects met minority goals; but then only for some ethnic groups.

\*\*projecting that workforce should reflect the 6% African American portion of Portland's population.

\*\*\* projecting that workforce should reflect the 7% Asian American portion of Portland's population.

Equally concerning is that 16 of 42 projects had zero female participation at all – the biggest non-performers were Emery & Sons with three projects with 48,125 work hours and three projects of R & R Construction with 13,613 work hours, and Canby Excavating with 8,852 hours. Using the rough

calculation of \$25 dollars per work hour, women and their families would have gained \$198,175 more in wages and benefits if goals had been monitored for equity.

Overall 15 projects had zero African-American work hours. Biggest non-performers for African Americans were again Emery & Sons with zero African American participation on two projects with 37,731 hours, R & R with three projects of 13,613 hours, and Canby Excavating with 8,852 hours. Moore Excavating worked a 41,959 hour project with only 245 hours worked by African Americans. Using the rough calculation of \$25 dollars per work hour, African-American households would have gained \$288,250 more in wages and benefits if goals had been monitored for equity.

Several champions stand out in the data, with the two Hoffman CBA projects taking the lead. Also worthy of recognition are, for African-Americans, Brown Contracting with 12% African-American hours on a 6,487 hour project and NOMARCO with 17% African American hours on a 3,205 hour project. Twelve of 42 projects met or exceeded 6% African American work hours. For women, Baseline Industrial Construction had 11% women on a 4,470 hour project, Talisman Construction Services had 19% women on a 4,991 hour project, and Dirt & Aggregate Interchange had 24% women on an 8,595 hour project. Only eleven of 42 projects met or exceeded the City's 9% goal for women hours.

There has been expressed concern that if the goals are raised that they would not be able to be reached because there would not be enough availability of women and minority workers. Here are two arguments for raising the goals:

- 1) There were 42 City projects awarded in FY 12-13, reporting a total of 720,652 hours or about enough hours for 320 individuals to work full time for a year. In the Portland Metropolitan Statistical Area, as of March 2016 there were 314 diverse female apprentices, enough to work about 628,000 full-time annual hours, and 832 minority male apprentices, enough to work about 1,664,000 full-time annual hours.
- 2) There are currently over 9% female apprentices in 10 major apprenticeship programs, and over 22% minority apprentices in 14 major apprenticeship programs, and over 6% completing journey-women in 16 programs and over 22% completing minority journey-workers in 14 programs. (2016 data from the Bureau of Labor and Industries, Apprenticeship and Training Division)

It's clear that the availability of women and minority workers is there for both apprentices and journey-workers. It's equally clear that additional measures should be taken in order for all of the City's residents to benefit equitably from investments in the City's built environment and infrastructure.

There is a need for:

- Stronger up-front commitment and planning from contractor as part of the bid mechanism.
- Stronger post-award planning with contractor.
- More frequent monitoring combined with problem solving/technical assistance provided to the contractor.
- Real consequences for not meeting goals or performance standards.



Portland Metropolitan Statistical Area Active Apprentices, Construction only, March 2016. (Bureau of Labor & Industries)

7-12-17 Submitted by  
OREGON TRADESWOMEN

MA#	Committee Name	American Indian			Asian			Black			Hispanic			White			All Program Total	Percent Female	Percent Minority
		Female - AI	Male - AI	Total - AI	Female - AS	Male - AS	Total - AS	Female - BL	Male - BL	Total - BL	Female - HI	Male - HI	Total - HI	Female - WH	Male - WH	Total - WH			
0000	ALL TRADES REGISTERED APPRENTICESHIP PROGRAMS	15	131	146	13	112	125	23	169	192	30	509	539	259	3,426	3,685	4,687	7.3%	21.4%
N	1046 AREA I INSIDE ELECTRICAL JATC	0	18	18	0	10	10	0	7	7	0	30	30	16	439	455	520	3.1%	12.5%
N	1038 AREA I PLUMBERS JATC	0	3	3	1	4	5	0	4	4	0	17	17	8	177	185	214	4.2%	13.6%
N	1074 OREGON/COLUMBIA CARPENTERS JATC	0	3	3	0	3	3	3	15	18	1	18	19	6	41	47	90	11.1%	47.8%
N	1080 AREA I HVAC JATC	0	1	1	0	3	3	0	4	4	0	7	7	2	61	63	78	2.6%	19.2%
N	1277 SHEET METAL JATC	0	0	0	0	0	0	1	4	5	0	8	8	3	57	60	73	5.5%	17.8%
N	2023 OREGON COLUMBIA LABORERS JATC	0	3	3	0	2	2	0	4	4	0	6	6	3	24	27	42	7.1%	35.7%
N	1100 PROTECTIVE SIGNALING JATC	0	0	0	0	1	1	0	2	2	0	1	1	0	33	33	37	0.0%	10.8%
N	1175 OR/COLUMBIA HEAVY EQUIP OPERATOR JATC	0	0	0	0	1	1	0	2	2	0	1	1	1	19	20	24	4.2%	16.7%
N	1065 OREGON COLUMBIA MASONS TATC	0	0	0	0	0	0	0	0	0	0	5	5	0	17	17	22	0.0%	22.7%
N	1062 AD DISPLAY SIGN MAKER/ERECTOR JATC	1	0	1	0	1	1	0	0	0	0	1	1	1	9	10	13	15.4%	23.1%
N	1056 AREA I PAINTERS JATC	1	0	1	0	0	0	0	1	1	0	3	3	0	7	7	12	8.3%	41.7%
N	1280 OR COLUMBIA TILE TRADES JATC	0	0	0	0	0	0	0	0	0	0	0	0	0	5	5	5	0.0%	0.0%
	<b>Non-Union Totals</b>	<b>2</b>	<b>28</b>	<b>30</b>	<b>1</b>	<b>25</b>	<b>26</b>	<b>4</b>	<b>43</b>	<b>47</b>	<b>1</b>	<b>97</b>	<b>98</b>	<b>40</b>	<b>889</b>	<b>929</b>	<b>1,130</b>	<b>48</b>	<b>193</b>
U	1057 OREGON SW WASHINGTON CARPENTERS JATC	1	54	55	8	19	27	6	41	47	13	158	171	63	546	609	909	10.0%	33.0%
U	1004 NECA-IBEW ELECTRICAL JATC	0	9	9	1	12	13	6	15	21	1	28	29	50	384	434	506	11.5%	14.2%
U	1071 OR SW-WA NW-CA PLMBR & STMFITTR JATC	1	13	14	1	5	6	0	8	8	1	13	14	23	313	336	378	6.9%	11.1%
U	1028 PORTLAND SHEET METAL WORKER JATC	1	0	1	0	4	4	0	2	2	1	8	9	11	140	151	167	7.8%	9.6%
U	1050 OR/SW-WA ROOFERS & WATERPROOFERS JATC	1	3	4	0	3	3	0	9	9	1	47	48	2	72	74	138	2.9%	46.4%
U	1013 PACIFIC NW IRONWORKER & EMPLOYER JATC	0	4	4	0	2	2	0	4	4	0	23	23	7	92	99	132	5.3%	25.0%
U	1058 OREGON LABORERS JATC	4	3	7	1	1	2	4	7	11	3	30	33	10	65	75	128	17.2%	41.4%
U	1099 LTD ENERGY ELECTRICIAN JATC	1	1	2	1	10	11	0	1	1	0	8	8	0	102	102	124	1.6%	17.7%
U	1053 LTD ENERGY TECHNICIANS JATC	1	1	2	0	2	2	0	2	2	0	4	4	9	68	77	87	11.5%	11.5%
U	1008 OR SW-WA MASON TRADES JATC	0	3	3	0	2	2	0	1	1	0	7	7	5	41	46	59	8.5%	22.0%
U	1052 OR SW-WA HEAT/FROST INSUL/ WRKRS JATC	1	1	2	0	0	0	0	0	0	0	6	6	2	43	45	53	5.7%	15.1%
U	1024 WESTERN-OR SW-WA PAINTERS JATC	0	1	1	0	0	0	2	2	4	1	4	5	6	37	43	53	17.0%	18.9%
U	1017 OR SW-WA GLAZR ARCH METL GLASS WRKR JATC	0	1	1	0	0	0	0	3	3	1	6	7	1	38	39	50	4.0%	22.0%
U	1047 OREGON SW-WA ELEVATOR INDUSTRY JATC	0	0	0	0	2	2	0	1	1	0	2	2	0	44	44	49	0.0%	10.2%
U	1041 OR SW-WA IUOE LOCAL #701 & AGC JATC	0	1	1	0	1	1	0	2	2	0	2	2	4	35	39	45	8.9%	13.3%
U	1015 OREGON & SW-WA CEMENT MASONS JATC	1	2	3	0	0	0	0	3	3	1	9	10	3	26	29	45	11.1%	35.6%
U	1077 OR & SW-WA SPRINKLER FITTERS JATC	0	0	0	0	1	1	0	0	0	0	2	2	0	31	31	34	0.0%	8.8%
U	1016 OR & SW-WA DRYWALL FINISHERS JATC	0	0	0	0	1	1	0	1	1	3	12	15	0	11	11	28	10.7%	60.7%
U	1020 OR & SW-WA FLOOR COVERING JATC	0	0	0	0	1	1	0	0	0	0	4	4	1	9	10	15	6.7%	33.3%
U	1019 OREGON SW WASHINGTON PLASTERERS JAC	0	0	0	0	0	0	0	1	1	0	0	0	1	5	6	7	14.3%	14.3%
	<b>Union Totals</b>	<b>12</b>	<b>97</b>	<b>109</b>	<b>12</b>	<b>66</b>	<b>78</b>	<b>18</b>	<b>103</b>	<b>121</b>	<b>26</b>	<b>373</b>	<b>399</b>	<b>198</b>	<b>2,102</b>	<b>2,300</b>	<b>3,007</b>	<b>314</b>	<b>832</b>



7-12-17  
Submitted by  
OREGON TRAINED

CITY OF PORTLAND  
Project Workforce Utilization for FY 12-13  
Hours Worked

Project Name	General Contractor	Council Approval	End Date	Total Hours	Asian	African American	Caucasian Male	Caucasian Female	Hispanic	Native American	Pacific Islander	Other	Total Minority	Minority Females	Total Females	Total Apprentice	Total Minority Apprentice*	Total Female Apprentice**
SUMP REHAB WORK	DUKE CONSTRUCTION & EXCAVATION LLC	7/5/2012	6/19/2013	1,269	0	94	1,175	0	0	0	0	0	94	0	0	94	94	0
					0%	7%	93%	0%	0%	0%	0%	0%	7%	0%	0%	7%	100%	0%
FOREST PARK LOW TANK	EMERY & SONS	7/11/2012	10/2/2015	29,037	385	107	26,156	534	1,569	287	0	0	2,347	0	534	3,589	787	350
					1%	0%	90%	2%	5%	1%	0%	0%	8%	0%	2%	12%	22%	10%
City of Portland Police Facilities Re-Roofing Project Rebid	Skyward Construction Inc.	7/20/2012	6/10/2014	7,393	0	85	4,827	28	1,971	483	0	0	2,539	30	58	1,681	529	47
					0%	1%	65%	0%	27%	7%	0%	0%	34%	0%	1%	23%	31%	3%
2012 LOCAL IMPROVEMENT DISTRICT - PHASE 1	KODIAK PACIFIC CONSTRUCTION	7/31/2012	2/14/2014	2,009	13	0	1,197	204	597	0	0	0	609	69	273	459	13	0
					1%	0%	60%	10%	30%	0%	0%	0%	30%	3%	14%	23%	3%	0%
SIDEWALK INFILL PROJECTS PACKAGE A	Brown Contracting Inc.	7/31/2012	10/7/2013	6,487	471	760	4,205	0	1,052	0	0	0	2,283	262	262	1,107	708	261
					7%	12%	65%	0%	16%	0%	0%	0%	35%	4%	4%	17%	64%	24%
NE ALBERTA ST LOCAL IMPROVEMENT DISTRICT	PORTLAND EXCAVATING INC.	7/31/2012	9/27/2013	1,000	0	0	1,000	0	0	0	0	0	0	0	0	0	0	0
					0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
OAKS BOTTOM BLUFF TRAIL RESTORATION PROJECT	Daryl L Hoyt	8/13/2012	1/31/2013	5,882	0	243	4,136	0	1,065	0	0	438	1,746	438	438	438	438	438
					0%	4%	70%	0%	18%	0%	0%	7%	30%	7%	7%	7%	100%	100%
Station 21 Boathouse Pilings	Hickey Marine Enterprises, Inc.	8/20/2012	1/18/2013	95	0	0	95	0	0	0	0	0	0	0	0	0	0	0
					0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2012 LOCAL IMPROVEMENT DISTRICTS - PHASE 2	Civilworks NW, Inc.	8/29/2012	1/6/2013	3,984	0	78	3,022	82	802	0	0	0	880	0	82	525	193	0
					0%	2%	76%	2%	20%	0%	0%	0%	22%	0%	2%	13%	37%	0%
KELLY BUTTE RESERVOIR CM/GC - CONSTRUCTION	HOFFMAN CONSTRUCTION CO OF OREGON	9/1/2012	9/21/2016	227,754	2,547	18,346	136,754	14,195	38,290	14,043	2,623	957	76,805	11,222	25,417	51,549	25,916	14,547
					1%	8%	60%	6%	17%	6%	1%	0%	34%	5%	11%	23%	50%	28%
NE KLINKITAT NEIGHBORHOOD GREENWAY	Landis & Landis Construction LLC	9/5/2012	1/23/2014	4,578	0	138	3,930	0	499	12	0	0	648	0	0	528	138	0
					0%	3%	86%	0%	11%	0%	0%	0%	14%	0%	0%	12%	26%	0%
PORTLAND HEIGHTS PUMP STATION ELECTRIC WORK	Stettler Supply Co Inc.	9/12/2012	7/25/2014	2,381	0	0	2,347	0	34	0	0	0	34	0	0	218	0	0
					0%	0%	99%	0%	1%	0%	0%	0%	1%	0%	0%	9%	0%	0%

\* Includes minority apprentices who are not yet fully trained.  
\*\* Includes female apprentices who are not yet fully trained.

Project Name	General Contractor	Council Approval	End Date	Total Hours	Asian	African American	Caucasian Male	Caucasian Female	Hispanic	Native American	Pacific Islander	Other	Total Minority	Minority Females	Total Females	Total Apprentice	Total Minority Apprentice*	Total Female Apprentice**
INTERSTATE MAINTENANCE FAC RENOVATION CMGC -CONSTRUCTION	HOFFMAN CONSTRUCTION CO OF OREGON	9/12/2012	9/21/2016	150,613	3,529 2%	5,574 4%	104,542 69%	7,633 5%	24,023 16%	5,281 4%	0 0%	31 0%	38,437 26%	6,963 5%	14,596 10%	31,975 21%	12,255 38%	10,579 33%
ROSE CITY SEWER REHABILITATION	MOORE EXCAVATION INC	10/17/2012	7/25/2014	41,959	1,462 3%	245 1%	30,824 73%	2,859 7%	6,412 15%	157 0%	0 0%	0 0%	8,275 20%	0 0%	2,859 7%	7,349 18%	2,594 35%	1,098 15%
NE 41ST BETWEEN NE KNOTT & NE BRAZEE SEWER REPLACEMENT	Titan Utilities, LLC	10/29/2012	6/19/2013	1,493	0 0%	0 0%	1,232 82%	220 15%	42 3%	0 0%	0 0%	0 0%	42 3%	42 3%	262 18%	183 12%	0 0%	0 0%
Emergency NE 47th & NE Couch St Combined Sewer Replacement	MOORE EXCAVATION INC	11/5/2012	6/11/2013	344	6 2%	0 0%	250 73%	36 10%	53 15%	0 0%	0 0%	0 0%	59 17%	0 0%	36 10%	22 6%	22 100%	0 0%
NW WESTOVER RD & 25TH AVE SEWER REPLACEMENT	EMERY & SONS	11/14/2012	2/10/2014	3,083	47 2%	131 4%	2,008 65%	104 3%	629 20%	165 5%	0 0%	0 0%	972 32%	98 3%	202 7%	404 13%	98 24%	98 24%
PITTOCK MANSION TERRACE RESTORATION PROJECT - REBID	Talisman Construction Services, Inc.	12/8/2012	12/22/2014	4,991	0 0%	0 0%	3,079 62%	952 19%	961 19%	0 0%	0 0%	0 0%	961 19%	0 0%	952 19%	1,103 22%	502 45%	0 0%
VERNON-SABIN-ALAMEDA SEWER REHABILITATION	Tapani Inc	1/2/2013	12/4/2015	22,623	14 0%	167 1%	18,342 81%	2,903 13%	637 3%	560 2%	0 0%	0 0%	1,379 6%	0 0%	2,903 13%	2,290 10%	526 23%	0 0%
Portland Police Bureau Central Precinct Tenant Improvements	Cedar Mill Construction Company LLC	1/10/2013	9/18/2013	734	0 0%	0 0%	404 55%	0 0%	331 45%	0 0%	0 0%	0 0%	331 45%	0 0%	0 0%	142 19%	0 0%	0 0%
NE GLISAN, 148TH TO 162ND SIDEWALK INFILL	Civilworks NW, Inc.	1/15/2013	2/13/2014	1,771	0 0%	164 9%	1,441 81%	114 6%	52 3%	0 0%	0 0%	0 0%	216 12%	0 0%	114 6%	235 13%	154 65%	0 0%
MULTNOMAH VILLAGE GREEN STREET	PHOENIX EXCAVATING	2/12/2013	11/3/2014	1,660	0 0%	75 5%	1,585 95%	0 0%	0 0%	0 0%	0 0%	0 0%	75 5%	0 0%	0 0%	75 5%	75 100%	0 0%
SOUTH AIRPORT BASIN PH IV PUMP STATIONS AND NE 47TH AVE FRONTAGE IMPROVEMENTS	EMERY & SONS	2/27/2013	12/14/2015	10,394	0 0%	104 1%	7,706 74%	0 0%	2,585 25%	0 0%	0 0%	0 0%	2,688 26%	0 0%	0 0%	1,927 19%	0 0%	0 0%
Overlook Sewer Replacement Project	EMERY & SONS CONSTRUCTION GROUP	2/27/2013	6/6/2016	53,522	484 1%	2,122 4%	39,504 74%	2,723 5%	6,545 12%	2,145 4%	0 0%	0 0%	11,295 21%	53 0%	2,776 5%	7,698 14%	677 9%	236 3%
UPPER HILLSDALE RDII PILOT PROJECT	EMERY & SONS CONSTRUCTION GROUP	3/13/2013	6/6/2016	8,694	0 0%	0 0%	7,284 84%	37 0%	775 9%	598 7%	0 0%	0 0%	1,373 16%	0 0%	37 0%	626 7%	594 95%	32 5%
EASTMORELAND GOLF COURSE CULVERT REPLACEMENT - REBID	Dirt and Aggregate Interchange Inc.	4/1/2013	8/28/2014	1,880	0 0%	407 22%	876 47%	0 0%	597 32%	0 0%	0 0%	0 0%	1,004 53%	41 2%	41 2%	483 26%	367 76%	0 0%

\* Includes the total number of apprentices for each project as reported in the project's final report.  
 \*\* Includes the total number of female apprentices for each project as reported in the project's final report.

Project Name	General Contractor	Council Approval	End Date	Total Hours	Asian	African American	Caucasian Male	Caucasian Female	Hispanic	Native American	Pacific Islander	Other	Total Minority	Minority Females	Total Females	Total Apprentice	Total Minority Apprentice*	Total Female Apprentice**
BES - FANNO PUMP STATION FIBER OPTIC CONSTRUCTION	STANDARD UTILITY CONTRACTORS, INC.	4/11/2013	4/21/2016	5,590	0	124	5,107	0	359	0	0	0	483	124	124	747	124	124
					0%	2%	91%	0%	6%	0%	0%	0%	9%	2%	2%	13%	17%	17%
Delta Park Maintenance Facility Improvements	NOMARCO INC	4/11/2013	12/12/2014	3,205	0	531	1,252	0	1,422	0	0	0	1,953	0	0	531	531	0
					0%	17%	39%	0%	44%	0%	0%	0%	61%	0%	0%	17%	100%	0%
SW Sunset Blvd Improvements SW 18th Dr to SW Dewitt St	R & R General Contractors Inc.	4/25/2013	6/11/2015	3,688	0	0	1,615	0	2,074	0	0	0	2,074	0	0	761	314	0
					0%	0%	44%	0%	56%	0%	0%	0%	56%	0%	0%	21%	41%	0%
NE 33RD DRIVE & BUFFALO SLOUGH CULVERT REPLACEMENT, PHASE 2	Dirt and Aggregate Interchange Inc.	5/1/2013	8/31/2016	8,595	3,144	387	3,970	12	1,082	0	0	0	4,613	2,041	2,053	1,418	1,254	0
					37%	5%	46%	0%	13%	0%	0%	0%	54%	24%	24%	16%	88%	0%
SW 86TH AVE PUMP STATION & APPURTENANCES	James W Fowler Co.	5/10/2013		66,347	883	520	57,519	730	2,097	2,298	16	2,284	8,098	964	1,694	11,849	3,548	1,074
					1%	1%	87%	1%	3%	3%	0%	3%	12%	1%	3%	18%	30%	9%
SE Oak Street Sewer Replacement 10th to 18th Ave	CANBY EXCAVATING INC	5/22/2013	9/15/2015	8,852	0	0	8,576	0	275	0	0	0	275	0	0	807	0	0
					0%	0%	97%	0%	3%	0%	0%	0%	3%	0%	0%	9%	0%	0%
SW SPRING GARDEN SIDEWALK INFILL PROJECT	Brown Contracting Inc.	5/22/2013	2/4/2015	3,734	0	368	3,016	0	351	0	0	0	718	0	0	584	368	0
					0%	10%	81%	0%	9%	0%	0%	0%	19%	0%	0%	16%	63%	0%
SW HUBER ST: SW 35TH AVE TO SW 43RD AVE	R & R General Contractors Inc.	5/29/2013	2/6/2015	1,961	0	0	702	0	1,259	0	0	0	1,259	0	0	277	269	0
					0%	0%	36%	0%	64%	0%	0%	0%	64%	0%	0%	14%	97%	0%
NE Prescott St from NE 105th Ave to NE 116th Ave Sidewalk Infill	Civilworks NW, Inc.	6/4/2013	3/13/2014	1,683	0	0	1,315	80	289	0	0	0	289	0	80	424	289	0
					0%	0%	78%	5%	17%	0%	0%	0%	17%	0%	5%	25%	68%	0%
SE CLAY GREEN STREET SE WATER AVE TO SE 12TH AVE	R & R General Contractors Inc.	6/5/2013	9/4/2014	7,964	0	0	6,361	0	1,603	0	0	0	1,603	0	0	971	101	0
					0%	0%	80%	0%	20%	0%	0%	0%	20%	0%	0%	12%	10%	0%
MULTNOMAH ARTS CENTER STORMWATER RETROFIT	Civilworks NW, Inc.	6/13/2013	9/4/2014	1,712	0	207	1,379	51	76	0	0	0	282	0	51	282	282	0
					0%	12%	81%	3%	4%	0%	0%	0%	16%	0%	3%	16%	100%	0%
CURRY CLOSURE SW MACADAM AVE AT CURRY ST	Dirt and Aggregate Interchange Inc.	6/13/2013	6/23/2014	877	43	122	399	256	57	0	0	0	222	49	305	176	116	0
					5%	14%	45%	29%	6%	0%	0%	0%	25%	6%	35%	20%	66%	0%
Portland Building Generator Infrastructure Upgrade	Cedar Mill Construction Company LLC	6/19/2013	5/1/2014	4,834	0	383	3,814	0	637	0	0	0	1,020	383	383	1,587	383	383
					0%	8%	79%	0%	13%	0%	0%	0%	21%	8%	8%	33%	24%	24%
ALDER CREEK FISH PASSAGE	Baseline Industrial Construction	6/20/2013	6/13/2014	4,470	0	179	3,476	0	492	323	0	0	994	481	481	950	453	354
					0%	4%	78%	0%	11%	7%	0%	0%	22%	11%	11%	21%	48%	37%

Project Name	General Contractor	Council Approval	End Date	Total Hours	Asian	African American	Caucasian Male	Caucasian Female	Hispanic	Native American	Pacific Islander	Other	Total Minority	Minority Females	Total Females	Total Apprentice	Total Minority Apprentice*	Total Female Apprentice**
SE DIVISION ST SIDEWALK INFILL SE 148TH AVE TO SE 156TH AVE	Cat Works, LLC	6/21/2013	9/22/2014	673	0	331	317	0	25	0	0	0	356	0	0	0	0	0
					0%	49%	47%	0%	4%	0%	0%	0%	53%	0%	0%	0%	0%	0%
SW CASCADE DRIVE	Oxbow Construction	6/24/2013	4/2/2014	837	0	103	691	0	0	0	43	0	146	146	146	153	103	102
					0%	12%	83%	0%	0%	0%	5%	0%	17%	17%	17%	18%	67%	67%



# CITY OF PORTLAND

## Project Workforce Utilization for FY 12-13

### Hours Worked

Project Name	General Contractor	Council Approval	End Date	Total Hours	Asian	African American	Caucasian Male	Caucasian Female	Hispanic	Native American	Pacific Islander	Other	Total Minority	Minority Females	Total Females	Total Apprentice	Total Minority Apprentice*	Total Female Apprentice**
SUMP REHAB WORK	DUKE CONSTRUCTION & EXCAVATION LLC	7/5/2012	6/19/2013	1,269	0	94	1,175	0	0	0	0	0	94	0	0	94	94	0
					0%	7%	93%	0%	0%	0%	0%	0%	7%	0%	0%	7%	100%	0%
FOREST PARK LOW TANK	EMERY & SONS	7/11/2012	10/2/2015	29,037	385	107	26,156	534	1,569	287	0	0	2,347	0	534	3,589	787	350
					1%	0%	90%	2%	5%	1%	0%	0%	8%	0%	2%	12%	22%	10%
City of Portland Police Facilities Re-Roofing Project Rebid	Skyward Construction Inc.	7/20/2012	6/10/2014	7,393	0	85	4,827	28	1,971	483	0	0	2,539	30	58	1,681	529	47
					0%	1%	65%	0%	27%	7%	0%	0%	34%	0%	1%	23%	31%	3%
2012 LOCAL IMPROVEMENT DISTRICT - PHASE 1	KODIAK PACIFIC CONSTRUCTION	7/31/2012	2/14/2014	2,009	13	0	1,197	204	597	0	0	0	609	69	273	459	13	0
					1%	0%	60%	10%	30%	0%	0%	0%	30%	3%	14%	23%	3%	0%
SIDEWALK INFILL PROJECTS PACKAGE A	Brown Contracting Inc.	7/31/2012	10/7/2013	6,487	471	760	4,205	0	1,052	0	0	0	2,283	262	262	1,107	708	261
					7%	12%	65%	0%	16%	0%	0%	0%	35%	4%	4%	17%	64%	24%
NE ALBERTA ST LOCAL IMPROVEMENT DISTRICT	PORTLAND EXCAVATING INC.	7/31/2012	9/27/2013	1,000	0	0	1,000	0	0	0	0	0	0	0	0	0	0	0
					0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
OAKS BOTTOM BLUFF TRAIL RESTORATION PROJECT	Daryl L Hoyt	8/13/2012	1/31/2013	5,882	0	243	4,136	0	1,065	0	0	438	1,746	438	438	438	438	438
					0%	4%	70%	0%	18%	0%	0%	7%	30%	7%	7%	7%	100%	100%
Station 21 Boathouse Pilings	Hickey Marine Enterprises, Inc.	8/20/2012	1/18/2013	95	0	0	95	0	0	0	0	0	0	0	0	0	0	0
					0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2012 LOCAL IMPROVEMENT DISTRICTS - PHASE 2	Civilworks NW, Inc.	8/29/2012	1/6/2013	3,984	0	78	3,022	82	802	0	0	0	880	0	82	525	193	0
					0%	2%	76%	2%	20%	0%	0%	0%	22%	0%	2%	13%	37%	0%
KELLY BUTTE RESERVOIR CM/GC - CONSTRUCTION	HOFFMAN CONSTRUCTION CO OF OREGON	9/1/2012	9/21/2016	227,754	2,547	18,346	136,754	14,195	38,290	14,043	2,623	957	76,805	11,222	25,417	51,549	25,916	14,547
					1%	8%	60%	6%	17%	6%	1%	0%	34%	5%	11%	23%	50%	28%
NE KLICKITAT NEIGHBORHOOD GREENWAY	Landis & Landis Construction LLC	9/5/2012	1/23/2014	4,578	0	138	3,930	0	499	12	0	0	648	0	0	528	138	0
					0%	3%	86%	0%	11%	0%	0%	0%	14%	0%	0%	12%	26%	0%
PORTLAND HEIGHTS PUMP STATION ELECTRIC WORK	Stettler Supply Co Inc.	9/12/2012	7/25/2014	2,381	0	0	2,347	0	34	0	0	0	34	0	0	218	0	0
					0%	0%	99%	0%	1%	0%	0%	0%	1%	0%	0%	9%	0%	0%

\*Represents the total minority apprentice participation as a percent of total apprentice hours

\*\*Represents the total female apprentice participation as a percent of total apprentice hours

If End Date is blank project is still open

Project Name	General Contractor	Council Approval	End Date	Total Hours	Asian	African American	Caucasian Male	Caucasian Female	Hispanic	Native American	Pacific Islander	Other	Total Minority	Minority Females	Total Females	Total Apprentice	Total Minority Apprentice*	Total Female Apprentice**
INTERSTATE MAINTENANCE FAC RENOVATION CMGC -CONSTRUCTION	HOFFMAN CONSTRUCTION CO OF OREGON	9/12/2012	9/21/2016	150,613	3,529 2%	5,574 4%	104,542 69%	7,633 5%	24,023 16%	5,281 4%	0 0%	31 0%	38,437 26%	6,963 5%	14,596 10%	31,975 21%	12,255 38%	10,579 33%
ROSE CITY SEWER REHABILITATION	MOORE EXCAVATION INC	10/17/2012	7/25/2014	41,959	1,462 3%	245 1%	30,824 73%	2,859 7%	6,412 15%	157 0%	0 0%	0 0%	8,275 20%	0 0%	2,859 7%	7,349 18%	2,594 35%	1,098 15%
NE 41ST BETWEEN NE KNOTT & NE BRAZEE SEWER REPLACEMENT	Titan Utilities, LLC	10/29/2012	6/19/2013	1,493	0 0%	0 0%	1,232 82%	220 15%	42 3%	0 0%	0 0%	0 0%	42 3%	42 3%	262 18%	183 12%	0 0%	0 0%
Emergency NE 47th & NE Couch St Combined Sewer Replacement	MOORE EXCAVATION INC	11/5/2012	6/11/2013	344	6 2%	0 0%	250 73%	36 10%	53 15%	0 0%	0 0%	0 0%	59 17%	0 0%	36 10%	22 6%	22 100%	0 0%
NW WESTOVER RD & 25TH AVE SEWER REPLACEMENT	EMERY & SONS	11/14/2012	2/10/2014	3,083	47 2%	131 4%	2,008 65%	104 3%	629 20%	165 5%	0 0%	0 0%	972 32%	98 3%	202 7%	404 13%	98 24%	98 24%
PITTOCK MANSION TERRACE RESTORATION PROJECT - REBID	Talisman Construction Services, Inc.	12/8/2012	12/22/2014	4,991	0 0%	0 0%	3,079 62%	952 19%	961 19%	0 0%	0 0%	0 0%	961 19%	0 0%	952 19%	1,103 22%	502 45%	0 0%
VERNON-SABIN-ALAMEDA SEWER REHABILITATION	Tapani Inc	1/2/2013	12/4/2015	22,623	14 0%	167 1%	18,342 81%	2,903 13%	637 3%	560 2%	0 0%	0 0%	1,379 6%	0 0%	2,903 13%	2,290 10%	526 23%	0 0%
Portland Police Bureau Central Precinct Tenant Improvements	Cedar Mill Construction Company LLC	1/10/2013	9/18/2013	734	0 0%	0 0%	404 55%	0 0%	331 45%	0 0%	0 0%	0 0%	331 45%	0 0%	0 0%	142 19%	0 0%	0 0%
NE GLISAN, 148TH TO 162ND SIDEWALK INFILL	Civilworks NW, Inc.	1/15/2013	2/13/2014	1,771	0 0%	164 9%	1,441 81%	114 6%	52 3%	0 0%	0 0%	0 0%	216 12%	0 0%	114 6%	235 13%	154 65%	0 0%
MULTNOMAH VILLAGE GREEN STREET	PHOENIX EXCAVATING	2/12/2013	11/3/2014	1,660	0 0%	75 5%	1,585 95%	0 0%	0 0%	0 0%	0 0%	0 0%	75 5%	0 0%	0 0%	75 5%	75 100%	0 0%
SOUTH AIRPORT BASIN PH IV PUMP STATIONS AND NE 47TH AVE FRONTAGE IMPROVEMENTS	EMERY & SONS	2/27/2013	12/14/2015	10,394	0 0%	104 1%	7,706 74%	0 0%	2,585 25%	0 0%	0 0%	0 0%	2,688 26%	0 0%	0 0%	1,927 19%	0 0%	0 0%
Overlook Sewer Replacement Project	EMERY & SONS CONSTRUCTION GROUP	2/27/2013	6/6/2016	53,522	484 1%	2,122 4%	39,504 74%	2,723 5%	6,545 12%	2,145 4%	0 0%	0 0%	11,295 21%	53 0%	2,776 5%	7,698 14%	677 9%	236 3%
UPPER HILLSDALE RDII PILOT PROJECT	EMERY & SONS CONSTRUCTION GROUP	3/13/2013	6/6/2016	8,694	0 0%	0 0%	7,284 84%	37 0%	775 9%	598 7%	0 0%	0 0%	1,373 16%	0 0%	37 0%	626 7%	594 95%	32 5%
EASTMORELAND GOLF COURSE CULVERT REPLACEMENT - REBID	Dirt and Aggregate Interchange Inc.	4/1/2013	8/28/2014	1,880	0 0%	407 22%	876 47%	0 0%	597 32%	0 0%	0 0%	0 0%	1,004 53%	41 2%	41 2%	483 26%	367 76%	0 0%

Project Name	General Contractor	Council Approval	End Date	Total Hours	Asian	African American	Caucasian Male	Caucasian Female	Hispanic	Native American	Pacific Islander	Other	Total Minority	Minority Females	Total Females	Total Apprentice	Total Minority Apprentice*	Total Female Apprentice**
BES - FANNO PUMP STATION FIBER OPTIC CONSTRUCTION	STANDARD UTILITY CONTRACTORS, INC.	4/11/2013	4/21/2016	5,590	0 0%	124 2%	5,107 91%	0 0%	359 6%	0 0%	0 0%	0 0%	483 9%	124 2%	124 2%	747 13%	124 17%	124 17%
Delta Park Maintenance Facility Improvements	NOMARCO INC	4/11/2013	12/12/2014	3,205	0 0%	531 17%	1,252 39%	0 0%	1,422 44%	0 0%	0 0%	0 0%	1,953 61%	0 0%	0 0%	531 17%	531 100%	0 0%
SW Sunset Blvd Improvements SW 18th Dr to SW Dewitt St	R & R General Contractors Inc.	4/25/2013	6/11/2015	3,688	0 0%	0 0%	1,615 44%	0 0%	2,074 56%	0 0%	0 0%	0 0%	2,074 56%	0 0%	0 0%	761 21%	314 41%	0 0%
NE 33RD DRIVE & BUFFALO SLOUGH CULVERT REPLACEMENT, PHASE 2	Dirt and Aggregate Interchange Inc.	5/1/2013	8/31/2016	8,595	3,144 37%	387 5%	3,970 46%	12 0%	1,082 13%	0 0%	0 0%	0 0%	4,613 54%	2,041 24%	2,053 24%	1,418 16%	1,254 88%	0 0%
SW 86TH AVE PUMP STATION & APPURTENANCES	James W Fowler Co.	5/10/2013		66,347	883 1%	520 1%	57,519 87%	730 1%	2,097 3%	2,298 3%	16 0%	2,284 3%	8,098 12%	964 1%	1,694 3%	11,849 18%	3,548 30%	1,074 9%
SE Oak Street Sewer Replacement 10th to 18th Ave	CANBY EXCAVATING INC	5/22/2013	9/15/2015	8,852	0 0%	0 0%	8,576 97%	0 0%	275 3%	0 0%	0 0%	0 0%	275 3%	0 0%	0 0%	807 9%	0 0%	0 0%
SW SPRING GARDEN SIDEWALK INFILL PROJECT	Brown Contracting Inc.	5/22/2013	2/4/2015	3,734	0 0%	368 10%	3,016 81%	0 0%	351 9%	0 0%	0 0%	0 0%	718 19%	0 0%	0 0%	584 16%	368 63%	0 0%
SW HUBER ST: SW 35TH AVE TO SW 43RD AVE	R & R General Contractors Inc.	5/29/2013	2/6/2015	1,961	0 0%	0 0%	702 36%	0 0%	1,259 64%	0 0%	0 0%	0 0%	1,259 64%	0 0%	0 0%	277 14%	269 97%	0 0%
NE Prescott St from NE 105th Ave to NE 116th Ave Sidewalk Infill	Civilworks NW, Inc.	6/4/2013	3/13/2014	1,683	0 0%	0 0%	1,315 78%	80 5%	289 17%	0 0%	0 0%	0 0%	289 17%	0 0%	80 5%	424 25%	289 68%	0 0%
SE CLAY GREEN STREET SE WATER AVE TO SE 12TH AVE	R & R General Contractors Inc.	6/5/2013	9/4/2014	7,964	0 0%	0 0%	6,361 80%	0 0%	1,603 20%	0 0%	0 0%	0 0%	1,603 20%	0 0%	0 0%	971 12%	101 10%	0 0%
MULTNOMAH ARTS CENTER STORMWATER RETROFIT	Civilworks NW, Inc.	6/13/2013	9/4/2014	1,712	0 0%	207 12%	1,379 81%	51 3%	76 4%	0 0%	0 0%	0 0%	282 16%	0 0%	51 3%	282 16%	282 100%	0 0%
CURRY CLOSURE SW MACADAM AVE AT CURRY ST	Dirt and Aggregate Interchange Inc.	6/13/2013	6/23/2014	877	43 5%	122 14%	399 45%	256 29%	57 6%	0 0%	0 0%	0 0%	222 25%	49 6%	305 35%	176 20%	116 66%	0 0%
Portland Building Generator Infrastructure Upgrade	Cedar Mill Construction Company LLC	6/19/2013	5/1/2014	4,834	0 0%	383 8%	3,814 79%	0 0%	637 13%	0 0%	0 0%	0 0%	1,020 21%	383 8%	383 8%	1,587 33%	383 24%	383 24%
ALDER CREEK FISH PASSAGE	Baseline Industrial Construction	6/20/2013	6/13/2014	4,470	0 0%	179 4%	3,476 78%	0 0%	492 11%	323 7%	0 0%	0 0%	994 22%	481 11%	481 11%	950 21%	453 48%	354 37%

\* Includes the total hours of apprenticeship training for all apprentices on the project.  
 \*\* Includes the total hours of apprenticeship training for all apprentices on the project who are female.

Project Name	General Contractor	Council Approval	End Date	Total Hours	Asian	African American	Caucasian Male	Caucasian Female	Hispanic	Native American	Pacific Islander	Other	Total Minority	Minority Females	Total Females	Total Apprentice	Total Minority Apprentice*	Total Female Apprentice**
SE DIVISION ST SIDEWALK INFILL SE 148TH AVE TO SE 156TH AVE	Cat Works, LLC	6/21/2013	9/22/2014	673	0	331	317	0	25	0	0	0	356	0	0	0	0	0
					0%	49%	47%	0%	4%	0%	0%	0%	53%	0%	0%	0%	0%	0%
SW CASCADE DRIVE	Oxbow Construction	6/24/2013	4/2/2014	837	0	103	691	0	0	0	43	0	146	146	146	153	103	102
					0%	12%	83%	0%	0%	0%	5%	0%	17%	17%	17%	18%	67%	67%