

Exhibit A

Cost Breakdown Structure (CBS) Register
 KIEWIT CORPORATION
 Columbia Blvd WWTP Expan. GMP-1 100%
 9/23/2020

CBS Position Code	Description	Total Cost
	CBWTP 100% GMP1	\$79,607,637
1	Scope Area 1 - Site Resiliency (SECL, RAPU, Electrical Substation ONLY)	\$10,469,545
3	Scope Area 3 - SECL, RAPU, PS Manhole (SOE, EXC, Dewater, Monitoring ONLY)	\$21,221,692
6	Scope Area 6 - Aeration Basins (AEBA) 7 & 8 (REHAB ONLY)	\$3,187,038
8	Scope Area 8 - Phase 1 Demolition (Composter & Non-process Bldgs)	\$2,230,584
9	Scope Area 9 - Phase 1 Utility Relocations (Temp Bypass & Utility Removals)	\$1,057,475
11	Scope Area 11 - Temporary Odor Control System (INSTALL ONLY)	\$522,329
12	Scope Area 12 - Sitewide (Flagging, SWPPP, Site-prep)	\$3,112,743
14	Scope Area 14 - Main Substation (MASU) - MOVED TO ALLOWANCE	\$0
15	Scope Area 15 - Skid Mounted Centrifuge (INSTALL ONLY)	\$1,634,075
16	General Conditions - LUMP SUM	\$4,914,719
17	General Conditions - REIMBURSABLE	\$12,569,975
18	CM/GC Contingency	\$2,234,167
19	Allowance (includes GC REIMBURSABLE)	\$7,100,295
20	Bond	\$334,000
21	Builders' Risk Insurance	\$36,000
22	Gross Receipt Tax (0.57%)	\$454,000
23	Fee (12%)	\$8,529,000

1. BASIS OF ESTIMATE

The GMP 1 100% Design Cost Estimate is based on the following documents:

- DRAFT Construction Manager/General Contractor Construction Services Contract for City of Portland Columbia Boulevard Wastewater Treatment Plant Secondary Treatment Expansion Program (Draft – Undated)
- DRAFT Appendices to the Construction Manager/General Contractor Construction Services Contract for City of Portland Columbia Boulevard Wastewater Treatment Plant Secondary Treatment Expansion Program (Draft – Undated)
- DRAFT Columbia Boulevard Wastewater Treatment Plant Secondary Treatment GMP1 Division 1 Specifications dated July 1, 2020
- Bidding Requirements and Contract Documents for the construction of the Columbia Blvd Wastewater Treatment Plant (CBWTP) STEP – GMP1 BES Project No. E07947 Volume 2 Specifications Divisions 02 Through 49 dated July 2020
- File: E10897 CBWTP MASU Replacement 90 pct Specs (Untitled, Undated Document)
- City of Portland Bureau of Environmental Services, CBWTP Secondary Treatment Expansion Program (STEP) BES Project No. E07947 GMP 1 Permitting Volume 3 (Drawings)
- City of Portland Bureau of Environmental Services, CBWTP Main Substation (MASU) Replacement Site Package 90% Design (Drawings)
- Request for Information (RFI Log) dated September 18, 2020.

It is noted that Final 100% Contract Documents, including but not limited to the Construction Services Contract, Division 1 Specifications, Technical Specifications, and Contract Drawings have not been provided to the CM/GC. It is expected that these documents will be provided on/about mid-October 2020 and will be located full and complete on the CBWTP Share Point site. Once reviewed, CM/GC reserves the right to modify or amend the GMP 1 100% Design Cost Estimate Deliverable.

Other documents provided that were used in the preparation of this Cost Estimate include:

- Columbia Boulevard Wastewater Treatment Plant Secondary Treatment Expansion Program 60 Percent/90 Percent GMP 1 – Early Works, Volume 1 – Fact Sheets and Tech Memos dated June 1, 2020 (Jacobs)
- Draft Geotechnical Data Report dated May 15, 2020 (RhinoOne Geotechnical)
- Geotechnical Recommendations Report: Process Facilities dated May 29, 2020 (Jacobs STEP Team)
- Other Reference documents as noted in each scope area below.
- CM/GC Construction Procurement Plan (60% Design, Draft) dated May 2020.

Basis of Estimate Conditions:

1. The GMP 1 100% Design Cost Estimate is based on finalization of mutually agreeable terms and conditions of all Contract Documents including, but not limited to, the Construction

Manager/General Contractor Construction Services Contract, Appendices to the Construction Manager/General Contractor Construction Services Contract, and Division 1 Specifications.

2. The GMP 1 100% Design Cost Estimate is based on the DRAFT Geotechnical Data Report (RhinoOne Geotechnical) and Geotechnical Recommendations Report: Process Facilities dated May 29, 2020 (Jacobs STEP Team). It is noted that final, stamped geotechnical reports were received on August 26, 2020 and are currently under review.
3. The GMP 1 100% Design Cost Estimate is based on mutual agreement of all Reference documents provided by the Owner and included in the Construction Services Contract.

2. GENERAL ASSUMPTIONS

The GMP 1 100% Design Cost Estimate is based on the following general assumptions:

1. Work is performed on an 8-hour per day, 5-day per week basis unless otherwise noted. Schedule-critical operations or operations with CBWTP Plant constraints may require extended or multiple shifts.
2. Work is planned to be performed in accordance with the GMP 1 Construction Schedule included in this Deliverable.
3. Completion of Preconstruction Services for specific scopes of work prior to the start of Construction Services.
4. Permits on-hand at the time of Notice to Proceed for Construction Services.
5. No hazardous materials (i.e. Regulated Site Conditions) present on site beyond that disclosed in the Pre-Demolition Hazardous Materials Survey Report, April 2019. Cost estimate excludes hazardous material testing and mitigation. Owner will be considered "Generator" for any/all existing Regulated Site Conditions.
6. No hazardous or contaminated materials (i.e. Regulated Site Conditions) present on site beyond that disclosed in the Technical Memorandum "Soil and Groundwater Sampling Results Review" by Jacobs dated November 19, 2019. It is noted that an additional report on soil and groundwater sampling for clarifier road dated August 25, 2020 was recently received and is under review.
7. Construction access through the east gate for project access with security guard provided by the Owner from 6:00 am to 6:00 pm at access point during all hours of construction.
8. Restricted access to the project site for no more than 5 hours per week during working hours due to train traffic. Security guard at east gate (provided by Owner) will be responsible for recording restricted access to site from train traffic during construction working hours and providing such information to CM/GC on a weekly basis.
9. No excessive impact or lost time to construction operations due to CBWTP operations is included in Cost Estimate.
10. No impact or lost time beyond requirements set forth as of date of submission of this Cost Deliverable associated with pandemics, including but not limited to COVID-19 has been included in Cost Estimate.

11. Considerations associated with compliance with the City of Portland's Community Benefits Agreement including community contracting and workforce goals.
12. Contingency is available as a total amount to the project; individual risk and contingency line item totals are for identification and tracking only.
13. Various Risk/Contingency items have been re-classified as Allowance Items. Allowance Item work will be performed under mutually agreeable terms and conditions. Base considerations for Allowance Item work include: (1) no shared savings on Allowance Item work, and (2) any overrun in Allowance Item cost will be reimbursed to CM/GC by Owner.

3. BASE PRICING CONDITIONS

The 100% Design GMP 1 Cost Estimate is based on the following base pricing assumptions:

1. Craft wages have been based on current local trade agreements unless specialized craft noted in the Cost Estimate. A listing of craft wages has been provided in the Cost Deliverable.
2. Construction equipment cost including ownership and operating rates have been based on rates determined or developed from the Equipment Watch Rental Rate Bluebook.
3. Subcontract and supplier quotations based on the 1090% Design have been solicited and received for various scopes of work. Where applicable, subcontractor and supplier pricing has been included in the Cost Estimate.
4. Escalation of labor and construction equipment based on recent cost indices has been included.
5. Cost exclusion(s) and inclusion(s) required by the provisions of the Owner Controlled Insurance Program (OCIP) provided in the DRAFT Division 1 Specification included in the Cost Estimate. Costs for terms and conditions not included in DRAFT Division 1 Specification but required based on OCIP Policy documents have been excluded in the Cost Estimate.
6. Cost of bonding and tax have been included in the Cost Estimate as noted.
7. CM/GC risk and contingency has been evaluated separately and included in this Deliverable.
8. All excavated spoils materials have been considered contaminated and have been hauled and disposed offsite.
9. Groundwater to be handled or disposed of is considered non-contaminated and disposed directly to the CBWTP system. Cost Estimate includes installation of dewatering header discharge piping to the following locations:
 - Stormwater and construction water discharge during construction will tie into the 6-inch PD line installed during GMP1. From this point, flow is directed to the Stormwater Pump Station onsite and then to the Headworks for treatment by CBWTP. No treatment of stormwater or construction water discharge has been accounted for in the Cost Estimate.
 - Dewatering discharge during construction will tie into the existing Inverness Force Main near the pedestrian bridge on the NE corner of the Plant. From this point, flow is directed to the Headworks for treatment by CBWTP. No treatment of dewatering discharge has been accounted for in the Cost Estimate.

10. All usage and consumption cost associated with electrical power, water, and sewer will be provided by the Owner at no cost to CM/GC.
11. Unless otherwise required by Contract Document, all design/engineering of permanent facilities including responsibility for performance, conflicts, errors, or omissions is excluded from Cost Estimate.

4. SCOPE AREA ASSUMPTIONS AND CLARIFICATIONS

The 100% Design GMP 1 Cost Estimate is based on the following assumptions and clarifications for each scope area:

4.1 Scope Area 1: Seismic Resiliency (Ground Improvement)

- 4.1.1 Basis of Cost Estimate includes cutter (deep) soil mixing on the exterior of each secondary clarifier and jet grouting of the interior of the secondary clarifier.
- 4.1.2 Basis of Cost Estimate includes cutter (deep) soil mixing for the return activated sludge pump house and electrical substation.
- 4.1.3 Basis of Cost Estimate includes jet grouting of the medium voltage ductbank adjacent to SECL 9 and SECL 10 as depicted on Drawing EXH107A-1 as manually marked up by Designer.
- 4.1.4 Basis of Cost Estimate excludes any other ground improvement including utilities, duct banks, or other facilities or structures unless stated otherwise. No productivity impact to ground improvement operations has been included in the Cost Estimate from existing facilities, structures, or utilities unless stated otherwise in CM/GC Cost Estimate Deliverables.
- 4.1.5 Design of ground improvement has been provided by the Owner and included in the Contract Documents in order to achieve required design criteria.
- 4.1.6 The location and quantity of existing composter piles have been based on information provided in the Documents. It has been assumed that piling alignment, depth, condition, and in-situ soils will enable removal by conventional, low-impact means and methods (i.e. pile over drill and pulling from ground) and that existing composter piles will not impact installation of CM/GC construction features including, but not limited to, ground improvements.
- 4.1.7 It is noted that post-verification coring is destructive to a low-strength improved soil mass. Accordingly, recovered cores may not be conducive to compressive strength testing.
- 4.1.8 Spoils generation factor(s) of 0.33 have been used for cutter (deep) soil mixing and 0.75 for jet grouting ground improvement methods.
- 4.1.9 All ground improvement work to be self-performed by CM/GC or its affiliates.
- 4.1.10 Specialized craft will be utilized to perform ground improvement work. Travel expenses, per diems, and/or subsistence costs paid by CM/GC shall be considered Reimbursable Cost.
- 4.1.11 Ground improvement work is performed on a 10-hour per day, 5-day per week basis.

4.3 Scope Area 3: SECL, RAPU

- 4.3.1 Design of the secant pile wall by the CM/GC is based on functionality as a temporary support of excavation system only and CM/GC does not warrant its performance as a permanent design feature.
- 4.3.2 Demolition of secant pile guide walls have been included to a depth of 5-ft below ground surface.
- 4.3.3 The location and quantity of existing composter piles have been based on information provided in the Documents. It has been assumed that piling alignment, depth, condition, and in-situ soils will enable removal by conventional, low-impact means and methods (i.e. pile over drill and pulling from ground) and that existing composter piles will not impact installation of CM/GC construction features including, but not limited to, secant pile installation, clarifier excavation, construction dewatering.
- 4.3.4 All secant pile work to be self-performed by CM/GC or its affiliates.
- 4.3.5 Specialized craft will be utilized to perform secant pile construction work. Travel expenses, per diems, and/or subsistence costs paid by CM/GC shall be considered Reimbursable Cost.
- 4.3.6 Basis of cost and contract is encountering groundwater at el. 15.0 with maximum groundwater inflow during SECL excavation to be 330-gpm for each Clarifier.
- 4.3.7 All excavation for the RAPU will be performed above groundwater level.
- 4.3.8 Monitoring of instrumentation to be performed by Kiewit engineering staff.

4.6 Scope Area 6: Aeration Basins

- 4.6.1 Rehabilitation of AEBA 7 and 8 is based on the following scopes of work:
 - Rehabilitation of vertical basin walls
 - Pipe coatings for existing wall spools in each basin
 - Removal of existing 4-inch sludge drain in each basin
 - Removal and reinstall existing mechanical items in each basin
 - Epoxy coating of new vertical mortar surfaces in each basin
 - Minor concrete repairs (construction joint repair, crack injection, rebar repair, and spall repair) in each basin
- 4.6.2 Aeration basin rehabilitation scope of work is based on documents provided in Item 1 above and includes the following reference documents.
 - Columbia Boulevard Wastewater Treatment Plant Aeration Basins 1 through 6 Structural Evaluation, Berger ABAM, February 12, 2016
 - Testing of Concrete Repair Products, West Yost Associates, December 12, 2019
 - Structural Assessment and Seismic Evaluation, Secondary Treatment Enhancement Program Design, Permitting, and Construction Support Engineering Services, Jacobs Engineering, September 18, 2019
 - Aeration Basins 3 and 4 Condition Assessment – Site Visit, Jacobs Engineering, September 18, 2019

- Fact Sheet: Structural Design Criteria for Aeration Basin (AEBA) Repair and GMP 1 Work Elements
 - Technical Memorandum: Aeration Basin Rehabilitation Product Prequalification
- 4.6.3 New mortar depth for rehabilitation of AEBA 7 and 8 walls assumed to be an average of 1-inch.
- 4.6.4 Demolition depth of existing concrete surface assumed to be an average of $\frac{3}{4}$ " -in depth from existing surface.
- 4.6.5 New epoxy coatings are only installed on vertical wall surfaces and not on the floors of AEBA.
- 4.6.6 Diffusers and piping will be removed and re-installed as needed, but no diffuser or piping material replacement cost has been included in the Cost Estimate.
- 4.6.7 No replacement cost of miscellaneous metals, including railings, gratings, and stairways has been included in the Cost Estimate.
- 4.6.8 Assumed quantities for AEBA 7 and 8 rehabilitation included the following:
- Wall Rehabilitation: approximately 38,000 square feet
 - Crack injection: 1,000 linear feet
 - Spall Repair: 450 square feet
 - Reinforcing Repair: 400 square feet
 - Joint Repair: 3,000 square feet
- 4.6.9 Cost estimate is based on the following products:
- Wall rehabilitation mortar: SIKACEM 226 CI
 - Wall epoxy: SIKAgard 62
- 4.6.10 Existing wooden bulkheads located at the south end of AEBA 7 and 8 are assumed to still be in place during the dry season of 2021.
- 4.6.11 Work for AEBA 7 and 8 takes place per Specification 01 12 16 during the dry season between May 1, 2021 and October 15, 2021.
- 4.6.12 AEBA 7 and 8 is scheduled to take 3 months per individual basin and per Specification 01 12 16.
- 4.6.13 AEBA 7 and 8 will be taken out of service by CBWTP between July 1, 2021 and July 15, 2021 per Specification 01 12 16.
- 4.6.14 No noise or work hour restrictions have been accounted for in AEBA construction activities.
- 4.6.15 Need for AEBA 5 and 6 to be drained in order to place/wet cure mortar on the shared wall between AEBA 7 and 6 has been accounted for per Specification 01 12 16 Construction Constraints.
- 4.6.16 Cure periods for mortar repairs and epoxy coatings are assumed to be per manufacturer recommendation for work in AEBA 7 and 8 and will not follow any pre-qualification of material requirements listed in the Volume 1 Technical Memos or Fact Sheets.
- 4.6.17 AEBA 7 and 8 have been assumed to be classified as non-permit required confined spaces for the duration of the rehabilitation work.
- 4.6.18 No stainless-steel piping or out of service piping will be re-coated in AEBA 7 and 8.

- 4.6.19 Existing Chain and Flight system in AEBA 7 and 8 will not be removed during AEBA 7 and 8 work, only individual flights will be removed.
- 4.6.20 Existing 30" HDPE piping and supports in AEBA 7 and 8 zones 1-4 will remain in place.
- 4.6.21 Sections of existing baffle walls will be removed and then reinstalled to improve access between AEBA 7 and 8 zones 1-7.
- 4.6.22 Diffuser anchors in AEBA 7 and 8 will remain in place and not be replaced during this scope of work.
- 4.6.23 As needed, aeration basin work will be performed with extended hours and additional shifts.
- 4.6.24 No work has been accounted for in any channels of AEBA 7 and 8.
- 4.6.25 No hydro-demolition or mortar repair has been accounted for on the floors of AEBA 7 and 8.

4.8 Scope Area 8: Phase 1 Demolition

- 4.8.1 Demolition of the composter facility is based on documents provided in Item 1 above and includes the following Reference documents:
 - Updated Decommissioning and Deconstruction plan, May 19, 2020
 - Pre-Demolition Hazardous Materials Survey Report, April 2019
 - 9ESEN0000099RM – Composter Area DWGs
 - 1420 Composter Structural
 - Composter PLC IO List
 - Composter PLSC SYMAX
 - PN1420-COMP
 - PN4622-COMP
 - PN4649-COMP
- 4.8.2 Contaminated or hazardous materials present in the composter and non-process facilities are limited to those described in the Pre-Demolition Hazardous Materials Survey Report, April 2019.
- 4.8.3 Cost Estimate includes the removal and disposal of composter facility media filter materials as provided under RFI No. 41. Any testing of reactor media prior to disposal will be performed by others and no cost has been included in the Cost Estimate for such testing. All media filter and related materials are considered non-hazardous and do not require special waste landfill disposal.
- 4.8.4 Cost Estimate includes provision for certain salvage, transport, and delivery of existing I&C equipment to CBWTP operations within the confines of CBWTP.
- 4.8.5 Removal of all feeders to and from electrical gear to be removed included in Cost Estimate excluding all branch circuits and devices to be removed by others.
- 4.8.6 Disconnect medium voltage from above ground equipment and splice through manholes as noted on Drawing D107. Other underground fiber optic and/or medium voltage duct bank, conduit, wire, vaults not specifically noted on Drawings are excluded from Cost Estimate.

4.8.7 Underground conduit from Truck Loadout to Composter Facility that may need to be removed is excluded from the Cost Estimate.

4.9 Scope Area 9: Utilities

4.9.1 Cost Estimate includes installation of five (5) temporary bypass pipelines as shown on the documents. Removal of bypass pipelines to be considered part of GMP 2.

4.9.2 Potholing of existing utilities has been included based on the following:

- Electrical, communication every 10 ft
- Utilities less than 8-inches every 25-ft
- Utilities less than 24-inches every 50-ft
- All utility lines receive pothole at start and end of line

4.9.3 Utility removal depth has been assumed to be 5-ft or less in depth. No deep excavations (> 5-ft) requiring extensive support of excavation trench work has been included. If utilities are located at depths requiring support of excavation, alternatives to physical removal will be allowed.

4.9.4 Excavation spoils from utility removals will be used as backfill materials. Removed pipe, manhole, and catch basins will be disposed off-site.

4.11 Scope Area 11: Temporary Odor Control

4.11.1 Cost Estimate includes scope of work presented in Documents.

4.11.2 Pressure Indicators are gauges only, requiring no electrical.

4.11.3 Existing power for fans to remain unchanged.

4.12 Scope Area 12: Sitewide

4.12.1 Cost Estimate includes 1 each on-site flagger for maintenance of construction traffic for 65 weeks during site resiliency, secant pile wall and excavation activities.

4.12.3 No cost for railroad flagging is included in the Cost Estimate.

4.12.4 Cost Estimate includes installation of SWPP BMPs and maintenance for 104 weeks.

4.12.5 Cost Estimate includes 77 weeks of a street sweeper.

4.12.6 Cost Estimate includes preparation and development of staging/stockpile areas shown on Contract Drawings. Topsoil and excess spoils are hauled to landfill, and 6-inch thick gravel surfacing applied.

4.12.7 Cost for any restoration and final landscaping to be included in GMP 2.

4.14 Scope Area 14: Main Substation (MASU)

4.14.1 All construction services required for the replacement of the main substation will be performed under an Allowance Item.

4.14.2 Allowance Item work will be performed under mutually agreeable terms and conditions.

4.14.3 Cost included is a budgetary amount based on current MASU documents.

4.15 Scope Area 15: Skid Mounted Centrifuge, Other General Electrical Items

4.15.1 Cost Estimate includes scope of work presented in documents.

4.15.2 Electrical work included for the skid mounted centrifuge and bio-solids truck loadout facility includes the following:

- New NEMA 3R 400amp 480v MCC fed from new switchboard in SLPR. Reuse some of the existing (2) sets of 2" rigid conduit. Bypass the junction box at top of tower and junction box at bottom of incline conveyor, to enable isolation of feeders and control wiring.
- New NEMA 4X CP3 control panel. Power fed from new MCC.
- Re-route all conduits and wiring for controls throughout truck loadout facility via CP3 as shown on Drawings, previously performed by PLC in composter facility.
- Reroute all power for equipment at bio-solids truck loadout facility, away from current source in composter facility, to the new MCC as shown on Drawings.
- Fiber optics between SLPR-PLC, and control panel CP3 as shown on Drawing I102A.
- 15kva 480-120/208v transformer, 100amp 120/208v SLRP-LP panelboard inside SLPR.
- Power and controls to new skid centrifuge in SLPR. All instrumentation shown on P&ID as part of skid portion provided under pre-construction services.
- Power to (4) new fans in SLPR Breezeway for ventilation. Provision of Go/No Go lights and alarms will be integrated to signal, if fans are not running.
- Fiber Optics between SLPR-PLC, and Skid mounted SLPR-CFG1-LCP1 as shown on Drawing I102A.
- Outfit a new switch position at the 15kv Switchbank (TUSI-SES001 P003) in the spare compartment, a new 1,000kva 12.47kv-480v transformer outside SLPR. 2,000amp 480v switchboard.
- Power to the 2,000A 480V switchboard in SLPR via the new switch and 1,000kva transformer. Routing of the 15kv pathway in the Silver Tunnel to coordinate to avoid any conflicts. Routing of transformer secondaries to Switchboard will travel in basement under SLPR.
- Switchboard will feed new Skid Centrifuge (60% of load) and the new MCC at the Bio-solids Truck Loadout Facility (40% of load).
- Arc Flash Studies, Short Circuit Studies, Coordination Studies, testing, and commissioning function checks per Specification.
- Corrections to existing electrical installations that are not compliant with current electrical or seismic codes are not included in the Cost Estimate.
- All conduits, boxes, and devices to be rated in accordance with the Area Classification Table shown on Drawing G082A.

General Conditions

GC.1 Cost of the Difference in Conditions (DIC) Builder's Risk insurance is included in the Cost Estimate.

GC.2 Cost of gross receipts tax for (2020 Oregon 0.57%) is included in the Cost Estimate.

- GC.3 Cost of the performance and payment bond and two-year warranty bond are included in the Cost Estimate.
- GC.4 Staffing costs are based on the GMP 1 Baseline Construction Schedule included in this Deliverable.
- GC.5 Cost Estimate includes the installation, rental and janitorial services for the CM/GC trailers only.
- GC.6 Cost Estimate includes quality control staff only. All 3rd party inspection and Testing for Quality Control and Quality Assurance is by others.

CITY OF PORTLAND
COMMUNITY BENEFITS
AGREEMENT

For the
Columbia Boulevard Wastewater Treatment Plant
Secondary Treatment Expansion Program (STEP)

April 2020

City of Portland Community Benefits Agreement

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This Community Benefits Agreement ("Agreement") is entered into this 19th of May, 2020 by and between the City of Portland ("Owner"); Kiewit Infrastructure West Co. ("Project Contractor") on behalf of all contractors and subcontractors of all tiers (hereinafter identified collectively as the "Employer" or "Employers"), the signatory unions (hereinafter identified collectively as the "Union" or "Unions"), and the signatory community based organizations with a strong record of accomplishment of serving racial and ethnic minorities, women and low-income people and state approved pre-apprenticeship programs (hereinafter identified collectively as the "Community Based Organizations" or "CBOs") to set out uniform standard working conditions for the efficient performance of construction work on the Columbia Boulevard Wastewater Treatment Plant Secondary Treatment Expansion Program (CBWTP STEP) of Owner (hereinafter identified as the "Project") and the assurance that public money spent by the Owner benefits its goals of providing beneficial working conditions and increased workforce and contracting diversity on its construction projects.

PREAMBLE

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 Unions, Community Based Organizations, Employers, Project Contractor and the Owner (hereinafter identified collectively as the "Parties") recognize that strikes, pickets, work stoppages, slowdowns, lock outs, or other labor disruptions on Owner's construction projects significantly hinder the ability of Owner to achieve its institutional mission.

Whereas, the Parties recognize that 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 responding to its Invitations to Bid, including all prime contractors and subcontractors, with the corresponding right to hire or reject such potential contractors on its public works projects.

Whereas, the Parties recognize that securing the contracting diversity and apprenticeship objectives of this Agreement should not impose undue administrative burdens on Owner, or its contractors and subcontractors.

Whereas all of the Parties recognize that they play an integral and critical role in ensuring that historically underrepresented racial or ethnic minorities and women be fairly represented in the building and construction trades and to be fairly represented in the project's use of contractors and subcontractors.

NOW, THEREFORE, IT IS AGREED:

ARTICLE 1

Purpose

1.1 The purpose of this Agreement is to ensure that the public served by the Owner receives the fullest benefit of the public works construction project undertaken by the Owner, to ensure that the Owner does not indirectly perpetuate the under-inclusion of racial and ethnic minorities and women in the construction industry and trades, and to ensure that the Owner receives the benefit of a highly skilled, well-trained and diverse workforce and prime contractor and subcontractor pool without the disruptions caused by labor unrest, including strikes, lock-outs, pickets, and other disruptions in the progress of such projects.

1.2 The Parties to this Agreement acknowledge that the construction of the Project is a critical part of the Bureau of Environmental Services approved plan to add new secondary clarifiers and biosolids processing facilities at the Columbia Boulevard Wastewater Treatment Plant. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management-community cooperation and stability.

1.3 The Parties agree that 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. They will work together to furnish skilled, efficient craft workers for the construction of the Project.

1.4 Further, the Parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on this construction 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 Agreement.

1.5 Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the Parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Employer(s) agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, interruption or other disruption of or interference with the work covered by this Agreement.

1.6 The Parties further understand and agree that circumstances may arise which were not anticipated that could cause unforeseen difficulties for owners, labor or community. In such case all signatories agree to work with the Labor-Management-Community Oversight Committee (hereinafter "Committee") to obtain advice and direction on how to resolve these issues.

1.7 The Parties agree that, as used herein, the term "good-faith efforts" is defined as an honest and genuine effort to meet the obligations imposed by this Agreement, free from any intention or effort to avoid by any means such obligations. The requirement of "good-faith

efforts" shall also include the obligation to take all objective and verifiable steps outlined in the plans and strategies developed pursuant to Articles 10, 11, and 12 of this Agreement.

ARTICLE 2
Scope of Agreement

2.1 This Agreement shall cover and be applied 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 Employers and is generally described as "CBWTP STEP Program", or "STEP").

2.2 The terms of this Agreement shall also apply to that work performed at temporary facilities, such as fabrication yards and/or assembly plants located at or adjacent to the Project site, which are integrated with and set up for, the purpose of servicing the construction project rather than to serve the public generally.

2.3 This Agreement shall supersede all other labor agreements between the Parties or between any Employer and any Union for work covered herein except that if any craft's relevant Local Master Collective Bargaining Agreement contains provisions that are not covered by this Agreement, such collective bargaining agreement provisions shall bind the parties to the collective bargaining agreement and the employees covered thereby. Attached to and inclusive of this Agreement are copies of all relevant signatory Unions' current Local Master collective bargaining agreements which shall constitute addenda to this Agreement and may be modified from time to time during the course of the Project.

2.4 In the event a signatory union's collective bargaining agreement is subject to negotiation during the term of this Agreement, the terms and provisions of the expired contract shall be maintained in effect until such time as the Owner, Project Contractor and Employers are notified in writing of the changes made and the ratification of the modified collective bargaining agreement, subject to Article 8 of this Agreement. Upon such notification, the changes shall be recognized and made effective on the Project under the same terms and effective date(s) as for the parties to the collective bargaining agreement. This includes retroactivity, where applicable.

2.5 The provisions of this Agreement shall apply to the Parties performing work covered by the provisions of this Agreement and notice shall be included in all contracts and/or subcontracts at every tier level pertaining to the Project. The Project Contractor and Employers agree to secure from subcontractors at every tier level an executed Letter of Assent to this Agreement in a form identical to that in Exhibit A prior to the commencement of their work on the Project. This Agreement shall only be binding on the signatory parties hereto, and shall not apply to their parents, affiliates or subsidiaries provided they are not employed on the Project.

2.6 It is recognized that the Project Contractor or Employer has the right to execute a project-specific Project Labor Agreement (PLA) with various trade Unions and that such trade Unions will enter into such PLA, the terms of which shall adopt the Master Collective Bargaining Agreement(s). In this event, such PLA will serve in the same capacity as the Master Collective Bargaining Agreement(s) referenced in the Community Benefits Agreement. By executing this Community Benefits Agreement, it is acknowledged by the Owner and the trade Unions that the

Project Contractor and/or Employer is not required to be signatory to the local Master Collective Bargaining Agreements.

2.7 This Agreement shall be subordinate to any and all stipulated requirements in the relevant statutes enabling funding for financing of the Project.

2.8 This Agreement shall not apply to work of superintendents, supervisors (non-trade working), staff engineers or designers; quality control and quality assurance personnel; timekeepers; clerks; office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians; and other professional, engineering, administrative, environmental compliance employees and other non-construction trade labor which may be identified during the course of the Project, including but not limited to:

- a. Artists retained by the Owner, during the course of the Project and the work performed by the artists that does not involve work defined under the Bureau of Labor and Industries (BOLI) Prevailing Wage Scopes of Work classifications.
- b. Furniture, fixture and equipment installers retained by the Owner for work to be performed after signatory Employers have completed construction related work and or contract completion date.
- c. Employers and their Employees or other Contractors directly controlled by the Owner.
- d. Employees engaged in any work performed on or near, or leading to or into, the Project site by state, county, city or other governmental bodies, their other retained contractors, or by public utilities or their contractors, or by other public agencies or their contractors.
- e. Employees engaged in maintenance on, installation of, and/or removal of leased equipment and on-site supervision of such work.
- f. Employees engaged in warranty functions and warranty work, and on-site supervision of such work.
- g. Employees making deliveries to the Project.
- h. Employees fabricating, manufacturing or assembling products, materials and/or supplies away from the Project site.
- i. Specialty Contractors required to be prequalified by the Owner in the Contract Documents.

2.9 Nothing contained herein shall be construed to prohibit or restrict the Owner, or their employees from performing work not covered by this Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor and accepted by the Owner, the Agreement shall not have further force or effect on such items or areas, except when and if, the Project Contractor is directed by the Owner to engage in repairs, modifications, and checkout.

2.10 The provisions of this Agreement shall apply to the construction of the named Project, notwithstanding the provisions of local, area and/or national agreements which may conflict or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a conflicting provision of a collective bargaining agreement, the provisions of this Agreement shall "prevail": otherwise the terms of applicable collective bargaining agreements shall apply except that the work of the International Union of Elevator Constructors on this Project shall be performed under the terms of its National Agreements, with the exception of Article 5 and Article 9 of this Agreement, which shall apply to such work.

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

ARTICLE 3

Exclusive Representation and Authority

3.1 The Owner recognizes that the signatory Unions to this Agreement are the sole and exclusive bargaining representatives of all employees within the respective jurisdictions for the Project covered by this Agreement, except those excluded in Article 2. This Article shall not alter the pre-existing legal status of any bargaining relationship between any individual Employer and the Union.

3.2 The Unions and Employers recognize that the Employer retains and shall exercise full and exclusive authority for the management of its operations. The Project Contractor remains the sole judge in determining the competency and qualifications of all firms responding to its Invitation to Bid or alternative procurement method (best value) at every level. The Project Contractor has the absolute right to select any qualified bidder for the award of contracts on this Project provided that, such bidder shall be willing, ready, and able to execute and comply with this Agreement for the craft worker(s) that it employs in all work classifications for the Project for the duration of the Project. All Employers at every tier level performing work on this Project shall have a pre-job conference prior to beginning work with the Union(s) representing the craft worker(s) they intend to employ to discuss manpower, work dates, key employees including foremen, etc. The only exception to this provision is contained in Section 7.5.

ARTICLE 4

Jurisdictional Disputes

4.1 **Assignment of Work** - The assignment of work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with BOLI guidelines and the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

4.2 **Dispute Resolution** - All jurisdictional disputes of this Project, between or among Unions and employees party to this Agreement shall be settled and adjudicated according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Union parties to this Agreement.

4.3 No Disruptions - All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

ARTICLES
No Disruptions

5.1 No Disruptions - During the term of this Agreement, there shall be no strikes, pickets, work stoppages, slowdowns or other disruptive activity for any reason by the Unions or their members, and there shall be no lock out by the Employers. The Unions and Employers agree that they shall not incite or encourage participation in any such disruptive activity and shall undertake all reasonable means to prevent or terminate it. Participation by an employee or group of employees, in an act violating the foregoing provision will be cause for discharge, removal, or cancellation of contract by the Owner and/or Project Contractor. If there is any strike, work stoppage, slowdown, picketline, or other disruption in violation of this Agreement by any craft signatory, it is agreed that the other crafts shall be bound to ignore and shall not participate in such disruption and shall continue to staff the Project without interruption.

In the event the Project is not completed by the termination date of an applicable Local Master Collective Bargaining Agreement, the Union(s) agree that they will not strike the affected Employer(s), will not cause any job disruption of any kind on the Project, and that the expired collective bargaining agreement shall remain in full force and effect for purposes of the Project until a new or modified collective bargaining agreement is executed between such Union(s) and Employer(s).

5.2 Grievance Procedure - The Employers, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article. When a Union and Employer have a collective bargaining agreement, they may mutually agree to use the grievance procedure contained in said collective bargaining agreement (to distinguish from this Agreement).

Any question or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Employer stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Employer and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Employer shall keep the meeting

minutes and shall respond to the Union representative in writing, copying the Project Contractor and Owner, at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Union(s) or the Project Contractor or any Employer have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Union Representative and the involved Employer shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Employer and a copy provided to the Project Contractor and Owner. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Employer and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Employer and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE 6 **Subcontracting**

The Project Contractor agrees that neither it nor any of its Employers will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement, and except Employers that are exempt to the Agreement as

identified in Article 2. Any contractor or subcontractor subject to this Agreement, working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE 7 **Hiring Procedures**

7.1 The Employers agree to notify the Unions of all opportunities for employment on the Project. Nothing in this Agreement shall be deemed to limit an Employer's right to reject proposed employees or to use their own Core Employees (see 7.5). The Employer shall have 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. The Employer shall also have the right to reject any applicant referred by a union for any reason provided that such right is exercised in good faith, and in a nondiscriminatory manner subject to the diversity goals established in Articles 10, 11, 12, and 13.

7.2 The Employer shall request and the Union shall refer applicants for the various journeymen and apprentice classifications covered by this Agreement as required by the employer on its projects in accordance with each craft's local master collective bargaining agreement except as specified in Section 7.5.

7.3 The Union represents that its local unions administer and control their referrals in a nondiscriminatory manner and in full compliance with the Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination and the diversity provisions of this Agreement contained in Articles 10, 11, 12, and 13.

7.4 It is the intent of the parties to promote the use of locally available, skilled craft labor provided through the local hiring halls and in compliance with the Local Hiring provisions contained in Article 7 except as specified in Section 7.5.

7.5 Employers which do not have a collective bargaining relationship with the Unions signatory to this Agreement who become successful bidders on this project may employ their own Core Employees. "Core Employees" in this context refers to craft workers only including working foremen, lead (journey), working owner-operators, and apprentices and shall not be supervisory, management or non-working owners of non-signatory contractors.

- a. It is agreed by the Parties that the intent of the Core Employee definition is to protect fair and legal employment standards, and to secure opportunities for contractors, regular employees, and union craft workers.
- b. There shall be no limit on the use of Core Employees and no requirement to pay union benefits for certified Disadvantaged Business Enterprise (DBE) Contractors. However, they are governed by the Contract Documents and BOLI and must pay prevailing wages.
- c. DBE Core Employee benefits shall be in accordance with Article 8.6.

- d. For non-union Employers not certified under the DBE classifications, the limits on Core Employees shall be as follows: the first two workers may be Core Employees; the next two shall be union referrals. Thereafter, dispatch may alternate every other between Core Employees and union referrals, with the Core Employee number not to exceed 50% plus one worker of the Employer's craft workforce. Core Employee benefits will be in accordance with Article 8.5. This does not apply to Employers exempt under Article 2.
- e. Employees of non-DBE Employers shall be deemed Core Employees if they have been on the Employer's payroll prior to the execution of the Construction Services Contract for the Project, and on the Employer's active payroll a minimum of 60 days prior to the Employer's start of work on the Project. Employees of DBE Employers shall be deemed Core Employees if they have been on the Employer's payroll prior to the execution of the Construction Services Contract the Project. Core Employees shall meet the minimum journey or apprentice level qualifications of the craft they are performing, where required, and shall hold all required licenses and certifications for the work of their craft, if licenses and certifications are required by law.
- f. The Committee shall examine the data regarding each use of Core Employees and may suggest changes to the minimum number of hours an employee would have to have to be on the Employer's payroll to be deemed a Core Employee.
- g. Non-Core Employees shall be hired according to the appropriate union referral procedures.

7.6 It is agreed and understood that those specific terms and conditions governing hiring and assignment of current union trade workers to supplement Core Employees proposed for the project may be negotiated jointly by the Employer, and the appropriate trade union representatives.

7.7 It is agreed and understood by all parties that a drug-free workplace is of the highest priority and the owners and employers retain their rights to comply with their established drug testing policies and practices. Employers shall be bound by Project Contractor's Site Specific Health and Safety Plan and Drug and Alcohol Policy.

ARTICLE 8 **Wage Rates and Fringe Benefits**

8.1 The Project Contractor and Employers recognized the applicable Prevailing Wage Rates in effect at time of bid. The minimum wage scale for the duration of the work may be modified at such time as the Owner, Project Contractor and Employers are notified in writing of the changes made and the ratification of the modified collective bargaining agreement. Upon such notification, the wage and fringe changes shall be recognized and made effective on the Project under the same terms and effective date(s) as for the parties to the collective bargaining agreement. This includes retroactivity, where applicable.

8.2 In the event of nonpayment of wages despite the Unions reasonable attempts to collect from the Employer, the Union will not be considered in violation of Article 5 should a work

stoppage occur.

8.3 The Employer will be furnished appropriate trust documents by the Union covering funds into which contributions shall be made. The Employers will contribute to, and hereby become party to and is bound by bona fide pension, vacation, health and welfare, apprenticeship and training funds covering employees under this Agreement, Industry Advancement or Promotion Funds called for in the Area Master Collective Bargaining Agreements may be paid at the discretion of the Employer.

8.4 The Employers agree that all wages shall be subject to deduction for collection of Union dues, regardless of whether an employee is a member of a union, except for DBE Core Employees and exempt parties as defined in Article 2. The Union will not require initiation fees from a non-union Employer's Core Employees. Such deductions from the wages of non-union employees shall not be more than the amount necessary to cover the union's costs of collective bargaining, contract administration, and grievance adjustment. The Employers shall be required to pay contributions to Union employee benefit funds for non-union "core" employees only if the employee benefits immediately accrue to the direct benefit of such employees and do not require membership in the Union. Core Employees who do not participate in a specific Union benefit fund must have the benefit amount paid into a similar benefit fund that provides immediate benefit to the employee (see Section 8.5 Core Employee Benefit Program). Employers shall provide information to Project Contractor regarding wages and dues, and must submit weekly certified payrolls to Project Contractor and Owner.

It is recognized that the Project Contractor or Employer has the right to execute project-specific Project Labor Agreements with various trade Unions and is not required to be signatory to local Master Collective Bargaining Agreements; in this event such Project Labor Agreements will serve in the same capacity as the Master Collective Bargaining Agreement(s) referenced in the Community Benefits Agreement. This includes signing onto the Trust Fund related documents as part of this Agreement which does not require the Project Contractor or Employer to become signatory to the Master Collective Bargaining Agreement.

8.5 Core Employee Benefit Program. The Parties recognize the Owner's commitment to provide opportunities on the Project for contractors which may not have previously had a relationship with the Unions signatory to this Agreement. To ensure that Employers have the ability to employ their Core Employees on the Project without providing duplicate benefits to their Core Employees, such Employers may request a waiver of contributions to the appropriate Union Trust Funds, provided that the following requirements have been met:

- a. Such request shall be made to the Owner in writing.
- b. A copy of the Employer's medical, retirement, training, and any other fringe benefit program, along with Employer and employee costs for such programs, has been submitted to the Owner along with request for waiver.
- c. The medical, retirement, training and other fringe benefit programs were in existence at least 90 days before the bid application.
- d. Each Core Employee desiring to continue to receive their benefits under their Employer's existing program, in lieu of benefits which may be earned under the appropriate Union Trust Funds, must also request a waiver of contributions in writing.
- e. The Employer shall remit the required hourly contributions to the appropriate Union Trust Funds on behalf of all their craft employees on the Project, except Core Employees that have requested a waiver of contributions in writing.

- f. The Employer shall submit to the Project Contractor monthly copies of all remittance forms confirming compliance with all Trust or benefits program requirements.

8.6 The Parties recognize the Owner's commitment to provide opportunities on the Project for DBE contractors which may not have previously had a relationship with the Unions signatory to this Agreement. Accordingly, there shall be no requirement for certified DBEs to pay union health benefits where such firms otherwise provide their employees with comparable health benefits.

In such circumstances, a firm will be required to provide quarterly documentation of the provision of such comparable health benefits or paid fringe amounts to the Owner. In addition, each employee for whom such waiver is requested must also file a written request for a waiver of contributions with the Owner.

There shall be no requirement for non-signatory DBEs to contribute to other union trust funds.

8.7 Proof of payment and weekly certified payroll reports of affected employees shall be submitted once a month to the Project Contractor and Owner by the fifth business day of the following month. These documents must be submitted to the Project Contractor and to the Owner along with end of the month pay request in accordance with the Contract Documents. Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon 72 hours' notice, in writing, provided the Employer fails to show satisfactory proof that the required payments have been made.

8.8 The failure of an Employer to comply with the provisions of this Section shall constitute a breach of this Agreement. As a remedy for such violation, the Owner is empowered to require an Employer to pay into the appropriate Trust Fund any delinquent contributions to such funds which have resulted from the violation.

ARTICLE 9

Labor-Management-Community Oversight Committee

9.1 Labor-Management-Community Oversight Committee Purpose and Objectives - In recognition of the necessity for cooperation and communication between all parties to the Agreement in achieving the diversity goals of this Agreement, the prevention of disputes and misunderstandings and the implementation of this Agreement, the Parties agree to establish a Labor-Management-Community Oversight Committee ("Committee") and to hold periodic meetings to discuss and provide advice on issues and/or concerns which may arise during the life of the Agreement. The dates and times of these meetings will be determined by the parties but in no case shall they meet less than monthly.

9.2 Membership - The Committee shall include two representatives from each of the following groups: Owner, Project Contractor, the construction trade Unions, Employers and Community Based Organizations ("CBOs" including state approved pre-apprenticeship programs). The representatives from the Employer category shall be from the Disadvantaged Business Enterprise (DBE) contracting community, though not necessarily employed on the Project. The groups shall each have two representatives and two votes for each group, even if only one representative is present. A quorum for this committee is when all groups are represented. No official business can be transacted without a quorum.

9.3 Owner, Project Contractor, and Committee Roles and Responsibilities -

a. The following roles, responsibilities, and expected commitment shall set forth the guidelines for the work performed by the Owner and the Project Contractor with respect to the Committee's assistance in helping the Project Contractor and Employers achieve the goals and requirements of this Agreement:

1. Within sixty (60) days after council's vote to authorize the alternative contracting method for the Project, the Owner will present an overview of the Project to the Committee.
2. During the preconstruction services or design phase of the Project (as set forth in the Contract between the Owner and the Project Contractor) and no later than thirty (30) days prior to the submission of the Guaranteed Maximum Price ("GMP") or lump sum to council or no later than thirty (30) days prior to issuance of Notice to Proceed, the Owner and Project Contractor will present to the Committee the following information:
 1. Project Contractor's and Employers' outreach for M/W/DBE/ESB/SDVBE contracting opportunities and Harassment Free Workplace Policy;
 - ii. Proposed list of subcontractors, their anticipated scopes of Work, and the estimated subcontract amounts for subcontracts identified at that time; and
 - m. Identify scopes of Work and subcontracts, if known, that resulted from the breakdown of subcontracts in excess of \$150,000 into targeted Work scopes.
3. During the course of construction and at least one time every three months, the Owner and Project Contractor will present the prior three (3) month's data on the current utilization of women and minorities in apprenticeships, workforce, and subcontracting and will also present a three (3) month forecast for the Project. This information shall be given to the Committee within one (1) month of the anticipated presentation.

b. Review by the Committee will include the following:

1. Project Contractor's and Employers' Equity Efforts as set forth in this Plan.
2. Project Contractor's and Employers' compliance with recruitment and retention efforts set forth in this Agreement.
3. Project Contractor's and Employers' compliance with apprenticeship, workforce, and contracting goals and other goals and programs specific to the Project as set forth in this Agreement.

4. Any applicable audit performed, related to the provisions of this Agreement, by the Owner or on the Owner's behalf.
- c. On a quarterly basis and as needed per the Owner's request, the Committee will provide recommendations and information to the Owner and Project Contractor, including the following:
 1. Provide suggestions and recommendations for reaching the Agreement'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, when appropriate, between Project Contractor, Employers, subcontractors, unions, non-union organizations, community organizations, and workers.
- d. On a quarterly basis and as needed per the Owner's request, the Committee will report its findings to the Owner.
- e. All Work Product provided, used or produced for Committee review of the Agreement or for the Project are the exclusive property of the City of Portland.

ARTICLE 10
Community Apprenticeship Goals

10.1 Apprenticeship Hours - In recognition of the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry all Employers winning contracts of \$300,000 or more shall employ state registered apprentices with an aggregate Project goal of twenty percent (20%) of all covered work hours to be worked by BOLI registered apprentices or federally registered apprentices

Employers shall pay apprentices at the rate required by the applicable Collective Bargaining Agreement or in accordance with the state or federal prevailing wage rate applicable to the project. The apprentices must be enrolled in state-approved apprenticeship programs during all of the hours worked on the project by the apprentices.

Employers shall not utilize workers previously employed at a journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of this provision.

Recognized Pre-Apprenticeship Programs and CBOs which have been approved by the Owner and the labor union for which entry is sought, shall be used as a "first source" for entry into apprenticeship programs for hiring to meet the Apprenticeship Hour Goals required under this

Section. To be approved as a first source entry, the program must have a proven track record of serving women or people of color.

10.2 Alternative Methods to Fulfill Project Goal - If the Employer is unable to fulfill its 20% Project goal, then the Employer may also use methods (a) or (b) below.

- a. Including 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 can be counted, but only if the apprentice is rehired by the same employer after completion of related training; or
- b. Including hours worked on the project by graduates of state-registered apprenticeship programs, provided that such hours are worked within the 12-month period following the apprentice's completion date.

10.3 Apprenticeship Diversity-The parties agree 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. To that end, the Parties agree to set target goals for the recruitment and retention of apprentices from historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income people. To that end, the Parties agree to goals for the recruitment and retention of apprentices from these communities. The goal for minority apprentices shall be twenty-two percent (22%) of apprenticeship project hours, and a separate goal for women apprentices shall be nine percent (9%) of apprenticeship project hours.

Employers shall maintain records of the diversity of their on-site workforce, such as certified payroll or other required reporting forms, sufficient to allow the Owner to determine whether a Project is meeting this goal and to assess the rates of apprenticeship hiring of racial and ethnic minorities and women. Employers shall submit this information to the Owner on a monthly basis.

Employers shall maintain documentation of their good-faith efforts to meet the apprenticeship project hour goals for the duration of the project and shall submit such documentation to the Owner electronically in LCP Tracker via weekly certified payroll reports by the 5th of each month. Information related to contractor access of the system will be provided to a designated point of contact upon award of the contract. LCP Tracker is web-based and can be accessed at the following Internet address: www.lcptracker.net.

10.4 Outreach, Training and Retention Strategies - The Committee shall develop a plan in conjunction with existing community groups to recruit and employ historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people, into a pool of pre-qualified applicants that may be made available for immediate employment on Projects as allowable under a crafts apprenticeship standards.

The Union agrees to engage in active recruitment of historically disadvantaged or underrepresented members, including racial and ethnic minorities, women, and low-income people and to refer to the Employer in sufficient numbers of such members to assist in meeting required employment goals.

The Committee shall also suggest specific strategies to ensure that apprentices recruited under this policy shall be fully trained and prepared to enter into the workforce as journey level skill workers in their respective trades. These strategies shall include mentoring minority and women apprentices, removing barriers to entry into the apprenticeship programs where such barriers are not a bona fide occupational requirement, and providing financial assistance in purchasing the tools and supplies necessary to successfully complete an apprenticeship in the trades.

Employers shall maintain documentation of their good-faith compliance with the strategies suggested by the Committee and shall submit such documentation to the Owner and the Committee monthly.

ARTICLE 11 **Community Workforce Goals**

11.1 Workforce Diversity- The Parties agree to facilitate the recruitment, retention and promotion of historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people, at the journey-level who are interested in careers in the construction industry. To that end, the Parties agree to set target goals for the recruitment and retention of journey-level workers from historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income people. To that end, the Parties agree to goals for the recruitment and retention of journey-level workers from these communities. The goal for minority workers shall be twenty-two percent (22%) of total project hours, and a separate goal for women workers shall be six percent (6%) of total project hours. These workforce diversity goals apply to the workforce of all Employers on the project, including the Core Employees and workforce of certified small disadvantaged, women owned, and minority businesses who do not have a collective bargaining relationship with the Unions and who become successful bidders on the project as allowed by Section 7.5 above.

Employers shall maintain records of the diversity of their on-site workforce to allow the Owner to determine whether a Project is meeting this goal and to assess the rates of journey-level hiring of racial and ethnic minorities, women, and low-income people. Employers shall submit this information to the Owner electronically in LCP Tracker via weekly certified payroll reports by the 5th of each month. Information related to contractor access of the system will be provided to a designated point of contact upon award of the contract. LCP Tracker is web-based and can be accessed at the following Internet address: www.lcptracker.net.

Employers shall maintain documentation of their success in maintaining such journey-level target percentages for the duration of the project and shall submit such documentation to the Owner and the Committee monthly. If an Employer is unable to meet this objective, the Employer shall document its good-faith efforts according to Section 11.2, and shall develop additional strategies and make additional efforts as outlined in Section 11.3.

11.2 Recruitment and Retention Strategies - Employers and Unions shall make their best efforts to recruit and retain historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people by providing a detailed Recruitment and Retention Strategy which describes its history and its project-specific plans to:

a. Work aggressively to recruit racial and ethnic minorities, women, and low-income people and to refer racial and ethnic minorities, women, and low-income people to Employers. Prior to the start of construction, the Project Contractor and each Employer then selected shall meet with the construction trade unions, the Committee, and the awarding or contracting

authority for the purpose of reviewing this Agreement and the projection of the workforce needs over the course of construction.

b. Assist the Committee in annually conducting workshops with minority and women employees to enlist their assistance as recruiters and request their ideas on how to increase employment of underutilized groups.

c. Provide all apprentices referred to the Employer a fair chance to perform successfully, allowing for possible lack of previous experience. Recognize that the Employer is responsible for providing on-the-job training, and that all apprentices should not be expected to have previous experience.

d. Participate in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades. Owner and Project Contractor will participate at least semi-annually for the duration of the project.

e. 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.

f. Employers will keep applications from qualified women and minorities for the duration of the project, and contact them when an opening occurs. Keep applications of those who were qualified and not selected for an opening, and contact those persons when an opening occurs. This will not circumvent the appropriate union referral process.

g. Employers will maintain a harassment-free work place by conducting a pre-ground breaking review using the Wider Opportunities for Women harassment-free workplace check list, and repeating annually.

h. Employers will ensure that employees are knowledgeable about the Employer's policies if they need to report a harassment problem. Employers will provide a complete orientation to the job site to all workers, including procedures for reporting problems, and expected crew behaviors.

i. Employers will make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards. The Committee will review training plans, apprentice work progress reports and hiring/worker retention.

j. Employers will review and disseminate, at least annually, the Employer's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.

k. Regularly provide 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 Employer's EEO policies, affirmative action obligations, and cultural competencies.

l. Employers will 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.

m. Employers will provide adequate toilet facilities for women on the job site, by maintaining a clean, accessible and locked toilet for female crew members, and by removing graffiti immediately to help create a respectful environment.

n. Employers will match minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a late-term or journey-level mentor.

o. Employers, Unions and Joint Apprenticeship Training Council (JATC) shall maintain documentation of their good-faith compliance with the retention strategies set forth above and shall submit such documentation to the Owner and the Committee as requested.

11.3 Failure to Meet Goals - Whenever there is a documented failure to meet goals, the involved Employer must develop additional specific outreach strategies and report its plan for achieving compliance to the Committee to improve future performance.

ARTICLE 12 **Community Contracting Goals**

12.1 Subcontractor Goals - There shall be a utilization goal for firms that have been certified by the State of Oregon as a Minority-Owned Business Enterprise, a Women-Owned Business Enterprise, a Disadvantaged Business Enterprise, or an Emerging Small Business (M/W/DBE/ESB/SDVBE). The overall utilization goal for M/W/DBE/ESB is twenty-two percent (22%) of the Hard Construction costs for the project, with a further goal that at least twelve percent (12%) of this overall utilization goal be M/DBE firms and at least five percent (5%) of this overall utilization goal be WBE. "Hard Construction Costs" is 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 profit, overhead, administration or taxes, or other professional services shall not be considered as part of the Hard Construction Costs.

Project Contractor shall develop a plan to achieve the 22% goal, which shall be submitted to the Committee and approved by the Owner. Project Contractor shall undertake and maintain documentation of good-faith efforts to achieve these goals for the duration of the project and shall submit such documentation to the Owner monthly and the Committee quarterly.

12.2 Mentoring - The Parties recognize that one of the barriers to entry for many M/W/DBEs is a lack of proven success on commercial construction projects of the type generally contracted for by Owner. The Parties therefore agree that, in consultation with the Committee, the Owner and Project Contractor shall identify subcontracting opportunities that will provide opportunities for M/W/DBEs to successfully bid, and which would build the capacity of these firms to bid for larger contracts on future Owner projects. These subcontracts will be known as "Opportunity Contracts." Alternative procurement (best value) methods are encouraged to maximize participation in the Opportunity Contracts process.

As a component of these Opportunity Contracts, Project Contractor and non-M/W/DBE Employers in conjunction with the Owner shall agree to assist qualified potential M/W/DBE bidders in the bidding and estimating process. Once such Opportunity Contracts are secured, the Parties shall also assist the successful M/W/DBE bidder by providing technical assistance as necessary to ensure the successful completion of the Opportunity Contract. The Committee shall be responsible for coordinating these mentoring activities at the pre- and post-bid stages.

Successful M/W/DBE bidders on these "Opportunity Contracts" shall agree to mentoring assistance. The Project Contractor and Owner, shall have the responsibility and discretion for establishing criteria for the inclusion of M/W/DBE firms in the pool of potential candidates for Opportunity Contracts, and shall conduct the evaluation process in a transparent application process open to all firms seeking to bid on the Project.

12.3 Segmentation - In order to allow smaller qualified contractors to successfully bid on subcontracts, the Project Contractor shall require Employers holding subcontracts in excess of \$250,000 to provide targeted work scopes where feasible as determined by the Project Contractor. For purposes of this Section, targeted work scopes may be broken into discrete subcontracts where feasible as determined by the Project Contractor.

12.4 Price Efficiency - In situations where the Employers provide materials, the Employers shall negotiate with Suppliers to purchase supplies and materials on a project-by-project basis and shall require Suppliers to make available to all bidders those materials and supplies at the same cost.

12.5 Implementation -The Owner and Project Contractor, in consultation with the Committee, shall develop policies and procedures to implement the 22% goal plan, including determining whether an Employer has made good faith efforts to meet the goal; whether the certified firm is performing a commercially useful function; substitutions, additions or deletions of certified firms during contract performance; payments to certified firms; worksite disputes between Employers and certified firms; and any other necessary provisions.

12.6 Documentation - Employers shall maintain documentation of their compliance with these requirements and shall submit such documentation monthly to the Project Contractor, and the Project Contractor in turn shall submit to the Owner.

12.7 Exclusive Representation and Authority - The Parties recognize the importance of retaining Core Employees to the continuity of operations in DBE firms. Accordingly, there will

be no limit on the use of Core Employees for certified DBEs. Additionally, there shall be no requirement for certified DBE Employers to pay union health benefits where such firms otherwise provide their employees with comparable health benefits or add the fringe amount of these health benefits to employee wages.

In such circumstances, a firm will be required to provide quarterly documentation of the provision of such comparable health benefits or paid fringe amounts to the Owner. In addition, each employee for whom such waiver is requested must also file a written request for a waiver of contributions with the Owner.

There shall be no requirement for non-signatory DBEs to contribute to other union trust funds.

ARTICLE 13 **Helmets to Hardhats**

13.1 The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

13.2 The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 14 **Reporting Requirements**

Employers shall cooperate with the Owner with respect to its reporting requirements for financial and programmatic data resulting from the expenditure of Owner funds and shall fulfill its reporting obligations as directed by Owner, including use of the City's Contract Compliance Reporting System where applicable. During the life of the Project, Employers will document information regarding the implementation of this Agreement and will provide reporting to the Owner on a monthly basis and as requested. Documentation includes but is not limited to:

- a. The creation of M/W/DBE/ESB/SDVBE solicitation packages
- b. M/W/DBE/ESB/SDVBE results
- c. Utilization Plan(s), including Form 2
- d. Inquiries of M/W/DBE/ESB/SDVBE interests in bidding, bid amounts, and contract awards

- e. Subcontractor payments
- f. Subcontractor replacement requests/decisions
- g. Technical assistance requested/provided and/or referred
- h. Apprenticeship and Workforce Diversity results
- i. Problems and successes experienced (mentorship)
- j. Capacity building results
- k. Monthly Electronic Spreadsheet of M/W/DBE/ESBA awards

The following City software shall be used for reporting purposes:

- Contract Compliance Reporting System (B2G Now <https://www.portlandoregon.gov/brfs/75932>)
- LCP Tracker(www.lcptracker.net)

ARTICLE 15 **Compliance**

15.1 Breach - The Owner's commitment to this program is reflected, in part, by the cost of administering the program. Failure to meet the requirements of this Agreement negates such funding and 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, the parties mutually agree that failure to meet the requirements of this Agreement, including but not limited to the submission of required documentation, constitutes a material breach of the contract.

15.2 Remedies for Breach - In the event of a breach of this Agreement on a particular Project Contract, the Owner may take any or all of the following actions:

a. **Withholding Progress Payments** The Owner may withhold all or part of any progress payment or payments from the Contractor until the Parties have remedied the breach of this Agreement. In the event that progress payments are withheld; the Project Contractor and Employer shall not be entitled to interest on said payments.

If an Employer(s) is responsible for noncompliance with the Workforce Program requirements (Articles 10 and 11), the Owner may choose to withhold only their portion of the progress payment.

b. **Liquidated Damages** The Parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for an Employer's failure to comply with the Good Faith Efforts requirements. The parties further agree that it is difficult, if not impossible, to determine the cost to the Owner when, due to a lack of Good Faith Efforts, workforce or subcontracting opportunities are not provided.

Therefore, if an Employer fails to make the Good Faith Efforts required by Articles 10, 11, 12, or 13 of this Agreement, the Project Contractor or Employer agrees to pay liquidated damages of \$500 per day for each day of noncompliance or until the breach of contract is remedied.

These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by Project Contractor's or an Employer's failure to comply with other provisions of the Project Contract. Such liquidated damages shall be the Owner's sole and exclusive remedy for failure to comply with the Good Faith Efforts Requirements.

c. **Notification of Possible Debarment** By executing this Agreement, the Project Contractor and Employers agree that they have been notified that failure to comply with this Agreement may lead to the Project Contractor's and Employer's disqualification from bidding on and receiving other Owner contracts.

d. **Other Remedies** The remedies that are noted above do not limit any other remedies available to the Owner in the event that the Project Contractor fails to meet the requirements of this Agreement.

ARTICLE 16 **Severability**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of the State of Oregon or the United States, that provision or those provisions shall be deemed to be null and void and shall be deemed severed from the Agreement, and the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

In witness whereof, the parties have caused this Agreement to be executed and effective as the day and year first above written:


CITY OF PORTLAND SIGNATURES:

By: Michael Jordan Digitally signed by Michael Jordan
Date: 2020.05.19 09:31 -0700 Date: May 19, 2020
(Bureau)
By: Lester Spitler Digitally signed by Lester Spitler
Date: 2020.05.21 16:25 -0700 Date: _____
Chief Procurement Officer
By: Eric Shaffner Digitally signed by Eric Shaffner
Date: 2020.05.28 09:53.15 -0700 Date: _____
City Attorney

PROJECT CONTRACTOR:


By:  Date: 6/17/2020
(Construction Consultant Eric M. Scott, Sr. Vice President
Kiewit Infrastructure West Co.)

UNION (As Applicable to Project):

By:  Date: 6/18/20
NUW CARPENTERS (Union)

By:  Date: 6.18.20
IUDE Local 701 (Union)

By:  Date: 6/24/2020
LIUNA 737 (Union)

By:  Date: 6-25-20
IW Local 29 (Union)

By:  Date: 7/6/20
Cement Masons #555 (Union)

By: _____ Date: _____

(Union)

By: _____ Date: _____

(Union)

By: _____ Date: _____

(Union)

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_____(Union)

By: _____ Date: _____
_____(Union)

COMMUNITY BASED ORGANIZATIONS (As Applicable to Project):

By: _____ Date: _____
_____(CBO)

By: _____ Date: _____
_____(CBO)

By: _____ Date: _____
_____(CBO)

By: _____ Date: _____
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_____(CBO)

By: _____ Date: _____
_____(CBO)

EXHIBIT

EXHIBIT A

**LETTER OF ASSENT TO THE COMMUNITY BENEFITS AGREEMENT
FOR THE *(insert name of project)***

The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the *(insert name of project)* ("Project"), for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Community Benefits Agreement, a copy of which was received and is acknowledged, hereby:

- 1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Community Benefits Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 2) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Community Benefits Agreement.
- 3) Agrees to secure from any Contractor(s) (as defined in said Community Benefits Agreement) which is or becomes a Subcontractor(s) (of any tier) a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Dated: _____

(Contractor/Company Name)

(Signature of Authorized Representative)

(Print Name and Title)

(Address)

Exhibit C

**Columbia Boulevard Wastewater Treatment Plant
Secondary Treatment Expansion Program**

**D/M/W/ESB/SDVBE SUBCONTRACTOR AND SUPPLIER PLAN
WORKFORCE HIRING AND TRAINING PLAN**

**CM/GC Services
Kiewit Infrastructure West Co.**

September 2020

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D/M/W/ESB/SDVBE SUBCONTRACTOR AND SUPPLIER PLAN WORKFORCE HIRING AND TRAINING PLAN

PART A OBJECTIVE AND OVERVIEW

Kiewit Infrastructure West Co. (KIWC) is committed to the City of Portland’s (City or Owner) Community Benefits Agreement (CBA) and has prepared this Subcontracting/Supplier and Workforce Plan for the Columbia Boulevard Wastewater Treatment Plant STEP Project (Project) to improve contracting and employment opportunities for racial and ethnic minorities, women, and economically disadvantaged individuals. KIWC is committed to increasing the market capacity and expertise of professional service and construction firms and the development of a skilled workforce that reflects the diversity of the City of Portland.

The procurement of subcontracts, supplies and services will consist of a fair and competitive solicitation process that incorporates the City’s commitment to the utilization of DBE and COBID firms. Identifying opportunities, local outreach, contract packaging, and technical assistance will result in responsive bids from certified first and sub-tier firms.

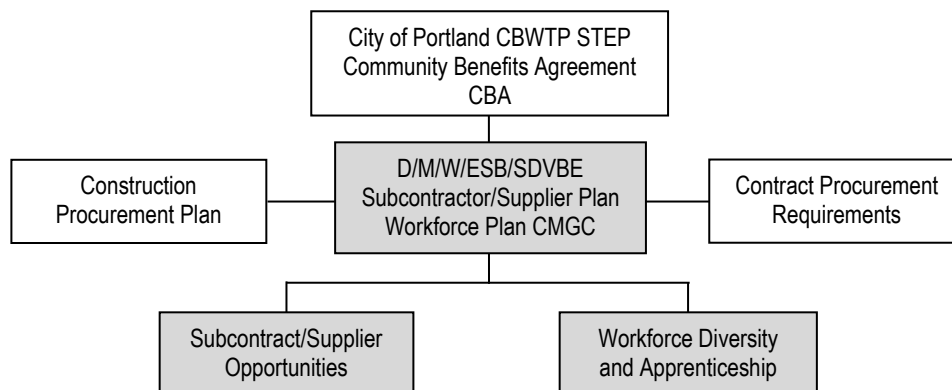
To assist in plan development and implementation KIWC has contracted with Group AGB, a locally owned certified MBE firm. Working closely with Group AGB, KIWC management will take an active role in ensuring implementation of the Plan and success of the program. KIWC and Group AGB will in turn work with City’s Compliance Specialist (CS) throughout and provide required documentation.

This Subcontracting/Supplier and Workforce Plan will be part of KIWC’s overall Community Commitment Program which will also include the following documents:

- City of Portland, CBWTP STEP Community Benefits Agreement
- Subcontract and Supplier List of Opportunities
- Workforce Diversity and Apprenticeship Plan
- Other Contract procurement requirements including Construction Procurement Plan

The CBA will be the governing document that sets forth goals and oversight through the Labor-Management-Community Oversight Committee (LMCOC). Subcontractors at all levels will be required to assent to the CBA and adhere to all provisions included therein. Project opportunities will reflect scopes of work targeted for DBE and COBID participation while the workforce schedule presents and tracks workforce diversity and apprenticeship.

CBWTP STEP Subcontractor & Supplier Program (CMGC)



PART B PROGRAM OBJECTIVES

KIWC's objective is to use the spirit of the CBA to maximize utilization of D/M/W/ESB/SDVBE contractors and to employ a diverse workforce across all trades. To achieve this, KIWC will work closely with historically under-utilized racial and ethnic minorities, women, and economically disadvantaged individuals in the local construction industry, trade unions, and pre-apprenticeship programs. Accordingly, this Plan will adhere to the following key fundamentals:

1. Determine subcontracting, supply, and service opportunities available for D/M/W/ESB/SDVBE firms and pursue opportunities throughout construction.
2. Promote expansion of contractor capacity, maximize firms involved, and reduce barriers to participation through appropriate bid packaging and a streamlined procurement process.
3. Foster positive business relationships and develop D/M/W/ESB/SDVBE capacity that will benefit future area projects.
4. Work closely with each local trade union to determine diversity and apprentice requirements and resources well in advance to maximize opportunity for success.
5. Create a positive, safe workplace that fosters teamwork and provides training for all craft.

PART C SUBCONTRACTOR AND SUPPLIER PLAN

1. Project Goal for Diversity in Contracting

As presented in the CBA, the utilization goal for D/M/W/ESB/SDVBE firms certified by the State of Oregon is twenty-two percent (22%) of Hard Construction costs¹, with a goal that at least twelve percent (12%) of this overall utilization goal be M/DBE firms and at least five percent (5%) of this overall utilization goal be WBE. KIWC is committed to achieving the CBA goals for contracting and will set the goal as a floor on which to build higher participation as set forth in the Subcontracting/Supplier Opportunities included with this document.

2. Identifying Opportunities

Opportunities for D/M/W/ESB/SDVBE participation will be established at both the first and sub-tier levels for all procurements on the Project. Division of work scopes will be cross referenced with State of Oregon Certification (COBID) Lists to ensure market availability and capacity. Construction, supply, and professional service scopes will be identified during pre-construction cost estimating and GMP development and used as the basis for determination of value and percentage participation.

While certain scopes will result in evident D/M/W/ESB/SDVBE bids, KIWC will strive to also capture non-traditional work that may afford additional opportunities through targeted packaging or possibly mentored technical transfer. The goal of pursuing these types of opportunities is to expand the breadth of experience and capability in the local contracting market for future projects.

To promote involvement by D/M/W/ESB/SDVBE firms, opportunities will be packaged to maximize participation by firms of all sizes. Thresholds will be established at the \$150,000 and \$300,000 level to specifically target D/M/W/ESB/SDVBE firms.

¹ Hard Construction Costs is 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 profit, overhead, administration or taxes, or other professional services shall not be considered as part of the Hard Construction Costs.

Contract packages with estimated value over \$300,000 will be required to perform outreach, define opportunities, and commit to sub-tier D/M/W/ESB/SDVBE firms in the bid response. To support this effort, KIWC may identify sub-tier opportunities and share D/M/W/ESB/SDVBE contractor lists to ensure that all bidders actively participate in performing outreach and using these firms.² All contractors bidding work at a value greater than \$300,000, regardless of the sub-tier level in which the work is to be performed, are committed to achieving the 22% community contracting goal. This will be a requirement in all subcontract procurement packages.

KIWC may perform initial outreach to facilitate communication between first tier bidders and the D/M/W/ESB/SDVBE market. However, each bidder will ultimately be responsible for performing outreach, documenting efforts, and ensuring commitment as part of its bid.

On qualification-based procurements, a proposer’s commitment to the use of D/M/W/ESB/SDVBE firms will be an evaluation factor in selection and award. Proposers will be required to submit documentation of effort, number of opportunities, and commitment dollars to be subcontracted to D/M/W/ESB/SDVBE firms.

Scopes of work and opportunities will be identified during the GMP development process and will primarily occur during the 60% and 90% design GMP submission. Development of design specifications and drawings will define scopes and provide details of potential subcontract and supply opportunities. As part of cost estimating, quantities will be developed and refined, scopes of work grouped together, and packaging determined. KIWC will involve the City’s Compliance Specialist (CS) in discussion of potential D/M/W/ESB/SDVBE opportunities once contract documents have adequately advanced during the design stage.

3. Contract Packaging

One of the Project’s goals will be to increase contracting opportunities and capacity of the local market. To facilitate this, contract packages will be right-sized to encourage and maximize D/M/W/ESB/SDVBE participation based on the following cost of services structure.

Package Type	Value	Procurement Method	Focus Market
1	< \$150k	Directed	D/M/W/ESB/SDVBE
2	< \$300k	Limited	D/M/W/ESB/SDVBE
3	> \$300k	Open, Low-Bid	Local, Experience, Specialty
4	> \$300k	Open, Best Value	Local, Experience, Specialty

Packaging work into reasonable contract values will maximize the number of firms afforded the opportunity to participate in the STEP Project. While proper packaging will promote broad D/M/W/ESB/SDVBE involvement, KIWC will remain focused on an overall cost-effective solution which may involve larger packages on certain scopes and utilizing other local firms for specialty work. KIWC will be guided by the following with bid packaging:

1. Unbundle larger bid packages to create the largest number of opportunities – targeting opportunities below \$150,000.
2. Research local market to align scopes, values with D/M/W/ESB/SDVBE firms.
3. Utilize the Prime Contractor Development Program ("PCDP") participants as a first source where possible, in direct contracting or soliciting scopes of work.

² The CBA requires targeted work scopes for sub-tier procurements at a first-tier value of \$250,000 (re: Article 12.3).

4. Contract with more than one D/M/W/ESB/SDVBE for areas of high availability to expand subcontract pool and increase number of opportunities.
5. Require sub tier outreach and incorporate participation commitments into selection criteria.

Procurements will be packaged into categories to maximize D/M/W/ESB/SDVBE opportunity and participation while meeting contract procurement requirements. The procurement method will be determined based on opportunity/market resource, expertise/experience, and value/price.

Package Type 1 – Direct Procurement

Package Type 1 may be used for construction services with an estimated value under \$150,000. For procurements on the lower end of the range, and those that are not specialty in nature, scopes of work can be contracted directly with D/M/W/ESB/SDVBE firms. The advantage of this method is that procurements can be expedited to D/M/W/ESB/SDVBE firms qualified to do the work. Direct procurement will be identified in advance and the Owner's representative will be notified accordingly.

In order to ensure that direct procurements are competitive, an estimated cost will be determined by KIWC. If the bid is outside the reasonable range (generally 15%), KIWC has the option to contact another firm or expand the procurement to multiple firms. Depending on contract size, it will be KIWC's intent to manage this process to build capacity and expertise through multiple awards to the same firm, while also providing different firms the opportunity to participate on the STEP Project.

Opportunity Contracts

Specific subcontracting opportunities will be identified that provide opportunities for M/W/DBEs to successfully bid in order to build capacity for larger contracts on future projects. These subcontracts will be known as "Opportunity Contracts."³ Opportunity Contracts will largely be determined by the scope of work and may not be limited by procurement value.

For Opportunity Contracts, KIWC and non-certified subcontractors (in conjunction with the Owner) may assist qualified potential M/W/DBE bidders in the bidding and estimating process. This assistance will be limited to technical issues and not compromise the competitive element of the procurement. Once an Opportunity Contract is secured, the M/W/DBE subcontractor may be provided further technical assistance as necessary to ensure the successful completion of work. Successful M/W/DBE bidders on Opportunity Contracts shall agree to mentoring assistance.

Package Type 2 – Limited Procurement

Package Type 2 will be used for construction services with an estimated value between \$150,000 and \$300,000. On Type 2 Packages, work may not be formally advertised and will initially be solicited directly to D/M/W/ESB/SDVBE firms.

To generate a competitive procurement, KIWC will outreach with the intent of receiving multiple proposals from D/M/W/ESB/SDVBE firms. A variety of source documents will be used including certification lists, past working experience, and demonstrated interest in the project (through a Letters of Intent). If initial outreach efforts indicate that it is unlikely that adequate D/M/W/ESB/SDVBE bids will be obtained, outreach will be expanded to the open market to maintain the procurement schedule.

If initial outreach indicates adequate D/M/W/ESB/SDVBE interest, however less than three (3) bids are received from certified firms, KIWC may negotiate a contract award with the lowest responsive bidder provided the bid is within the estimated cost value reasonable range (generally 15%). Contract award

³ Re: CBA Article 12.2 for further information on Opportunity Contracts.

will be based on the firm's price, responsiveness, and qualifications and will typically be based on lump sum or unit price agreements. As available, bidders will be required to perform outreach and utilize sub-tier D/M/W/ESB/SDVBE firms based on scopes included in the procurement.

Package Type 3 – Open Procurement

This Package Type will be used for construction services on larger scopes of work or where work is specialty in nature⁴. In general, it is expected that this Package will be used for solicitations valued in excess of \$300,000. For Open Solicitations, either a price-based or qualitative Request for Proposal (RFP) procurement method will be used.

Open solicitations will include a bidder's commitment to diversity in subcontracting and workforce. Bidders will be required to submit scopes and value that will be performed by D/M/W/ESB/SDVBE firms along with documentation of outreach. Required compliance forms will be provided with bid documents to determine level of outreach and effort to meeting project goals.

As part of bid selection and/or award, KIWC may request that the bidder designate a management individual as the firm's community contracting and workforce liaison. This would not be an additional requirement but rather a duty of the subcontractor's Project Manager or other key staff. The liaison must have knowledge of this Plan and scopes of work identified for participation at the sub-tier level. The subcontractor's Project Manager will work closely with sub-tier firms including technical assistance, project coordination, safety and quality, and project management.

4. Outreach

KIWC will initiate a formal Outreach Program to communicate and promote involvement in the STEP Project. The outreach effort will require multiple steps to encourage and involve participation. Direct contact, written, and electronic outreach will be used to make initial contact with firms. KIWC will work with local minority/women community organizations and participate in forums to promote STEP and assist with outreach efforts to local firms.

KIWC will involve the City's Compliance Specialist (CS) in the approach, implementation, and execution of outreach efforts on the project.

Primary elements of the Outreach Plan will include:

Early Identification of Bidding Opportunities

- Divisions of work to be subcontracted based on scope of work developed during pre-construction. Includes estimate of cost and schedule for performance.
- Reference DBE and COBID capacity through state certified list and local market canvassing.
- Formalize road map for success based on scopes to meet/exceed goals set forth in CBA.

Outreach During Preconstruction Provide Advance Notice of Procurement

- Initial outreach presentations at community-based organizations to introduce the project and team, procurement packaging and method, and scopes with timelines.
- Advance notice to key trade and business organizations that promote the utilization of minorities and women in public works projects.
- Providing early site visits to interested firms for scopes of work to be performed during initial stages of project.

⁴ Specialty Contractors will be identified in advance and be required to be prequalified by the Owner in the Contract Documents.

- One-one meetings with potential D/M/W/ESB/SDVBE firms to discuss procurement packaging and methods, scopes of work, technical assistance, and schedule for advertisement.
- Coordination with first tier subcontractors to implement outreach elements of this Plan; Align first tier efforts with overall project communication and outreach effort.
- Information posted on a project website to facilitate communication and notice of bids.
- Establish reporting and documentation procedures for maintaining outreach efforts.

Continuing Outreach During Construction

- Outreach shall continue during the life of the project and will be tailored to specific opportunities made available in solicitation packages.
- Utilize all available resources to communicate and notify the market of potential bidding opportunities including direct contact, project website notifications, and one-one meetings.
- Attend local construction industry meetings to present upcoming opportunities, anticipated solicitation dates, and estimated value of procurements, generally for upcoming 3 to 6 months.
- Monitoring and working with first tier subcontractors in sub tier outreach and commitment to meeting project goals.
- Documentation and reporting of outreach efforts and project performance to Owner and community contracting organizations.

Pre-Bid Meetings for all Solicitation Packages

- Advertised as part of initial contact, outreach forum for prospective bidders to learn more on scope of services and respond to specific questions.
- Provide clarity on solicitation requirements, view the jobsite, and advise bidders of importance and commitment to D/M/W/ESB/SDVBE utilization at all levels.
- Offer solicitation assistance to obtain D/M/W/ESB/SDVBE participation.
- Notify City representative of pre-bid meeting.

Targeted Solicitations (Package Type 1, Type 2)

- Provide solicitation package to interested D/M/W/ESB/SDVBE firms and/or make available for pick-up including contracting requirements.
- Be available to assist prospective D/M/W/ESB/SDVBE bidders in understanding solicitation requirements.

Outreach – Direct Procurement

Due to the expedited approach and limited scope of services targeted for Type 1 procurements, outreach will be limited to D/M/W/ESB/SDVBE firm(s) with experience and capabilities on the work to be performed. Contact through email or phone call will be made in order to obtain interest.

As discussed above, direct procurements will be identified in advance and the Owner will be notified as to the proposed scope and estimated value of work required.

Outreach – Limited Procurement

Prior to solicitation of a limited procurement, an Outreach Letter of Inquiry will be sent to D/M/W/ESB/SDVBE firms identified as being qualified to perform the work. This letter will be sent electronically with direct telephone contact to confirm receipt.

The letter will request a response stating whether the firm is interested in bidding on the work. Responses will be retained to monitor the firm's interest for future opportunities.

If less than three certified firms respond as having interest, KIWC may contact other certified firms. Subsequent outreach may proceed for a reasonable period until a total of three firms have responded. If less than three certified firms are likely bidders, outreach may be expanded to the open market.

Outreach – Open Procurement

On scopes of work in excess of \$300,000, KIWC will publicly advertise work as part of its overall Outreach Plan. For procurements that require unique expertise, specialty scopes will be identified and firms may be contacted directly in lieu of a public advertisement. Advertisement for open solicitations will include details associated with the scope of work, bidding information, availability of documents, and points of contact.

All open procurements will include scopes of work identified as potential M/W/D/ESB/SVDBE opportunities with specific references to the CBA, goals, and documents to be included or referenced. Those scopes will be specifically targeted in the solicitation for outreach by the first tier subcontractor in accordance with Article 12.3 of the CBA (procurements of \$250,000).

Sub-Tier Outreach

KIWC will perform initial outreach efforts on all procurements including Type 2 Limited and Type 3 Open Package solicitations. Documentation of all outreach efforts will be retained to identify D/M/W/ESB/SDVBE opportunities including sub-tier scopes of work with such information provided to bidders. Further, certain scopes of work may be identified to be targeted to the local certified market with the expectation that such scopes will be committed to D/M/W/ESB/SDVBE firms.

5. Procurement of D/M/W/ESB/SDVBE Firms

Bid Packages

The initial step in the procurement process for any Package Type (Direct, Limited, Open) will be to prepare a Bid Package including an introductory letter detailing the scope of work, procurement process to be used, key dates, and Contract Documents. It is expected that Bid Packages for Direct Procurements will be less extensive than for Open Solicitations. Bid Packages will be provided to the City's Compliance Specialist (CS) prior to advertisement for review.

Other information included in the Bid Package may include:

- Availability / Location of Plans and Specifications
- Bid Form
- Form 1 Utilization Plan, Form 2 COBID Bids Received Log, Form 3 Workforce Commitment
- Project Schedule
- Insurance and Bonding Requirements
- Wage Rates
- Sample Contract Agreement
- Technical / Financial Assistance
- Project Programs including Safety & Health, Quality Control, Community Benefits Agreement

After Bid Packages have been released, KIWC may contact D/M/W/ESB/SDVBE firms that received documents to confirm continued interest in responding to the procurement and providing bids.

Pre-Bid Meeting

During procurement, a pre-bid meeting may be conducted to ensure that prospective bidders understand the solicitation requirements. KIWC will administer questions regarding technical issues, procurement process, contract matters, or insurance and bonding requirements. Any subsequent questions posed will be responded to in writing and transmitted to all Proposers as an Addendum. The City's Compliance Specialist (CS) will be notified of all pre-bid meetings that will occur.

For Package Types 1 and 2, pre-bid meetings may be conducted with certified firms to clearly define the procurement document, process, and requirements. In addition, the pre-bid meeting will provide an indication of the level of interest by D/M/W/ESB/SDVBE firms. Additional outreach may be required, or the solicitation may be expanded as previously detailed in this Plan.

For Open Solicitations, the need for a pre-bid meeting will be evaluated and will be considered if it is deemed necessary for bidders to see a restricted work site or reinforce important criteria associated with the procurement. A key consideration of an open procurement will be connecting subcontractors with potential D/M/W/ESB/SDVBE sub-tiers to ensure that all opportunities are pursued.

Bid Review/Selection

In reviewing bids KIWC will evaluate award based on the following:

- Competitive, lowest responsive price
- Ability to meet project schedule
- Technical ability
- Available resources including staff, equipment, and insurances
- Commitment to safety
- Commitment to use of D/M/W/ESB/SDVBE sub-tier firms
- Commitment to a diversified workforce and the use of apprentices
- Ability to execute a formal agreement with KIWC

In most instances, KIWC will award subcontracts to the lowest responsive bidder. However, bid documents will be evaluated to ensure that the bidder has been responsive to all aspects of the procurement. Under a Request for Proposal procurement other evaluation factors – including those listed above – will be considered in selection and award.

Throughout the procurement process, KIWC will involve the Owner in the review and selection of subcontracts, suppliers, and services. The City's Compliance Specialist (CS) will have access to all RFP documents, bid packages, and bid documents to monitor compliance with this Plan. In addition, the City may approve subcontracts in accordance with the terms of the Prime Contract.

6. Post Award Requirements and Technical Assistance

Technical Assistance Prior to Bid Solicitation

KIWC will provide technical assistance to firms without compromising the integrity of the competitive process. On a case-by-case basis, information provided will be evaluated as if information should be provided to all Proposers.

The following technical assistance will be provided prior to bid submission:

- Estimated value of the package and schedule

- Contractual, procurement, and referral to other services.
- Insurance and bonding
- Owner-Controlled Insurance Program
- Workforce assistance in apprenticeship and diversity goal
- D/M/W/ESB/SDVBE sub-tier opportunities including list of certified firms
- Other services afforded Opportunity Contracts (re: Section above)

Subcontractor Default Insurance Program

Qualifying subcontractors may have access to a Subcontractor Default Insurance Program (SDI)⁵ that provides an alternative to surety bonds used to mitigate the risk of subcontractor or supplier defaults. The insurance is controlled and managed by KIWC and is designed to cover non-completion of work or defaults by subcontractors. If utilized on the project, SDI ensures that default coverage is provided to subcontractors and that the difficulty of obtaining and cost of bond premiums does not become an impediment to working on the project.

Post Award Technical Assistance

As required, KIWC will offer post-award assistance to D/M/W/ESB/SDVBE firms while facilitating timely enrollment in the Owner Controlled Insurance Program.

KIWC and all subcontractors will be subject to the requirements of the General Conditions regarding monthly payments. First-tier subcontractors will receive payment within ten (10) calendar days from the date payment is sent by the Owner and will be required to pay sub-tier subcontractors within ten (10) calendar days of receiving payment from KIWC.

KIWC may offer an advance on regular progress payments as provided by the Owner under the Prime Contract. If necessary, KIWC will offer advance payment to D/M/W/ESB/SDVBE firms prior to receipt of Owner payment upon detailed review of the invoice submitted. To the extent payments are required in advance, joint checks may be executed between KIWC and the D/M/W/ESB/SDVBE firm to ensure prompt payment.

As part of construction monitoring, KIWC will involve each D/M/W/ESB/SDVBE firm in schedule meetings, safety meetings, and other coordination functions at the site. This may extend to jobsite training programs including safety, quality, and equipment operations. An operational manager will be assigned to each D/M/W/ESB/SDVBE firm to assist and coordinate the planning and execution of the firm's work activities. This includes reviewing work plans, determining equipment usage and availability, labor conditions, and proper sequencing of the work.

If any issues arise with the performance of a D/M/W/ESB/SDVBE firm, KIWC will first attempt resolution directly with the firm. If the matter continues, KIWC will involve the Owner, the City's Compliance Specialist (CS), and LMCOC to aid and advice.

On-Boarding

KIWC will onboard all subcontractors by scheduling a pre-job startup meeting to review requirements and expectations of the project programs, expectations and requirements, technical assistance, and pre-activity submittals.

⁵ SDI coverage excluded for subcontractors in excess of \$50 million or work performed on the Project critical path.

7. Replacement of Subcontractors

While affording maximum opportunities for D/M/W/ESB/SDVBE subcontractors to participate on the project, it is imperative that the overall project schedule be maintained. Any D/M/W/ESB/SDVBE subcontractor deemed to warrant replacement will be terminated in accordance with the relevant subcontract provisions. The basis for termination will be on the basis of one of the following items:

1. Inability of the company to perform the work as required
2. Refusal of the company to perform the work as required
3. Mutual agreement not to perform the work due to reasons beyond the control or influence of either party.

The successful bidder, regardless of tier, will not be permitted to substitute any D/M/W/ESB/SDVBE subcontractor without the consent of the City's Compliance Specialist (CS) or KIWC. The D/M/W/ESB/SDVBE is considered substituted or replaced when any portion of the work identified in the bidder's Utilization Plan is performed with the resources of any firm other than the D/M/W/ESB/SDVBE. Resources include supplying the labor, supervision, material, equipment, technical and management expertise to perform the D/M/W/ESB/SDVBE's work.

If any subcontractor is added or replaced after the bid is submitted, the successful bidder shall make good faith efforts to contract with an D/M/W/ESB/SDVBE for the work to be performed by that subcontractor. Documentation of these efforts is required and must be submitted to City's Contract Compliance Specialist (CS) regardless of tier.

KIWC and subcontractors at all tiers will not terminate any D/M/W/ESB/SDVBE company without adhering to the criteria set forth in this Plan. Prior to termination, KIWC and subcontractors at all tiers will notify the City's Contract Compliance Specialist in a written statement of the decision and the basis upon which the D/M/W/ESB/SDVBE is to be terminated. In so doing, KIWC and its subcontractors will seek the advice and consent of the City's Contract Compliance Specialist to avoid termination of the D/M/W/ESB/SDVBE if possible.

8. Labor Management Community Oversight Committee

To promote cooperation and communication between all parties in achieving the diversity goals of the Project, the prevention of disputes and misunderstandings and the implementation of the CBA and this Subcontract Plan, a Labor-Management-Community Oversight Committee will hold periodic meetings to discuss and provide advice on issues and/or concerns which may arise during the Project.

The LMCOC will consist of selected members as defined in the CBA and will have the role, responsibilities, and commitment as set forth by the City and will work in a proactive and positive manner to assist KIWC and the Project to achieve the goals and requirements of the CBA.

During the course of construction and at least one time every three months, the City and KIWC will present the prior three month's data on current utilization of women and minorities in apprenticeships, workforce, and subcontracting and will also present a three (3) month forecast for the Project. This information shall be given to the Committee within one (1) month of the anticipated presentation.

PART D WORKFORCE HIRING AND TRAINING PROGRAM

1. Community Workforce Program Objective

KIWC is committed to facilitating 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. KIWC commits to maintain a harassment-free workplace, in which all work must be assigned in a manner that respects training objectives for apprentices and ensures an equitable distribution of meaningful work, training, and assignments.

To implement these recruitment efforts, KIWC and its subcontractors will make maximum effort to contact public and private sector workforce training programs on employment opportunities associated with the project. To promote a positive workplace culture, KIWC will require its managers, supervisors, subcontractors, and employees to be fully accountable for adherence to all workforce training and hiring goals and Equal Employment Opportunity policies on the CBWTP STEP Project.

2. Community Workforce Program Goals

Workforce Diversity KIWC recognizes and is fully committed to 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.

The goal for minority workers shall be twenty-two percent (22%) of total project hours, and a separate goal for women workers shall be six percent (6%) of total project hours. These workforce diversity goals apply to the workforce of all Employers on the project, including the Core Employees and workforce of certified small disadvantaged, women owned, and minority businesses who do not have a collective bargaining relationship with the Unions and who become successful bidders on the project.

Workforce Apprenticeship All Employers winning contracts of \$300,000 or more shall employ state registered apprentices with an aggregate Project goal of twenty percent (20%) of all covered work hours to be worked by BOLI registered apprentices or federally registered apprentices.

The goal for minority apprentices shall be twenty-two percent (22%) of apprenticeship project hours, and a separate goal for women apprentices shall be nine percent (9%) of apprenticeship project hours.

3. Harassment Free Workplace

KIWC's goal is a harassment free workplace that is appropriate, productive, safe, free from bullying, hazing or harassment. The workplace will be free from behaviors that may impair production or undermine the integrity of the work conditions including but not limited to job performance, safety, productivity, or efficiency of workers. Subcontractors at all tiers will be equally responsible to endure a harassment free workplace and will be contractually obligated to this requirement.

KIWC will complete a comprehensive jobsite Project orientation for all workers who will enter the Project site. The training is required to be complete and documented by a signed completion form before any worker enters the site or starts work. Harassment free workplace training will be one hour paid for all who participate and is required as part of the KIWC onboarding process.

Harassment Free Workplace Behaviors Behavior that violate a harassment free workplace include but are not limited to:

- Persistent conduct that to the reasonable person would be perceived as offensive and unwelcome;
- Conduct that a reasonable person would perceive to be harassing or bullying in nature;

- Conduct that a reasonable person would perceive to be hazing;
- Verbal references that a reasonable person would perceive to be offensive stereotypes or racial/gender slurs;
- Jokes about race, gender, or sexuality that a reasonable person would perceive to be offensive;
- Task assignments that stratify, or give a perception of stratification, based on race, gender, or other defining characteristics;
- Language that a reasonable person would perceive to be offensive based on race, gender, or oriented towards sexuality;
- Name-calling, cursing, or unnecessary yelling, including from a supervisor, foreman, or other more senior person, that a reasonable person would perceive as offensive;
- Repeating rumors about individuals in the Work Site that a reasonable person would perceive as harassing or harmful to the individual's reputation;
- Refusal to hire someone based on race, gender, sexuality, or any other protected class; and
- References to or requests for immigration status other than those required by law, religious affiliation, gender affiliation, criminal background, or other related aspects of a worker unless mandated by federal law.

Subcontract Obligation to Harassment Free Workplace Subcontractors will have accountability for performance in sustaining and managing their worksite and a contractual obligation to maintain a harassment free workplace. KIWC will monitor the worksite to ascertain whether risk or circumstance exists that may merit a remedy. Monitoring may include proactive observations of the worksite, interviews of individuals familiar with the worksite, collection of data that may evidence disparities, investigation of complaints by an individual familiar with the worksite, or collection of other evidence.

If risks or circumstances that may merit a remedy are discovered, KIWC will notify and collaborate with the City of Portland to discuss appropriate remedies, and may likewise notify Subcontractors and appropriate workforce providers when necessary for the resolution of the situation, except when unusual circumstances require confidentiality.

KIWC will work to 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. KIWC will 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 jobsite by informing such workers of available support systems. Information will be provided about grievance procedures and complaint processes available via the City of Portland, BOLI, and other resources.

Equal Employment Opportunity KIWC is committed to supporting EEO initiatives and will do the following:

- Review and disseminate, at least annually, KIWC and Subcontractor's EEO policy and affirmative action obligations under the CBA with all employees having any responsibility for hiring, assignment, layoff, termination and other employment decisions.
- Provide cultural competency training, or provide access to such training, to all managers, supervisors, and owners, and conduct a review, at least annually, of all managers' and supervisors' adherence to and performance under KIWC and subcontractor's EEO policies, affirmative action obligations, and cultural competencies.
- Provide the number of toilet facilities in an amount proportional to the ratio of women working on the project – and will maintain a clean and free from graffiti, accessible and locking toilet for crew members who identify as women to help create a respectful environment.

- Provide clean, accessible, private, and locking lactation facilities separate from toilet facility.
- Documentation will be maintained by KIWC of best efforts of compliance with all EEO strategies, workplace training participants, and KIWC and all subcontractors shall exercise best efforts and work in good faith to achieve the workforce diversity goals and fulfill the requirements set forth for the life of the project.

4. Recruitment and Retention

KIWC and subcontractors of all tiers shall make their best efforts to recruit and retain historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people through the following recruitment and retention strategy:

- a. Prior to the start of construction, KIWC and each Subcontractors shall meet with the various trade unions and review the projection of workforce needs over the course of construction. This task will be performed as frequently as needed but is expected to occur annually. During this trade meeting, alignment of specific project needs with trade union capacity regarding apprentices and diversity of workforce will be discussed.

The outcome will be proactive measures with each union to ensure requirements are communicated and workforce obligations understood. In the event shortcomings are projected with any trade, KIWC will advise the Owner and LMCOC to determine best course of action to maintain project goals.

- b. Participate in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades at least semi-annually for the duration of the project. KIWC will participate in the Oregon Tradeswomen Career Fair and other local fairs that promote a diverse workforce in the construction industry.

As part of this effort, allow scheduled job site visits by participants in community programs to increase awareness of job and training opportunities in the construction trades.

- c. Provide all apprentices a fair chance to perform successfully, allowing for possible lack of previous experience. Providing on-the-job training, recognizing that all apprentices should not be expected to have previous experience. Make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards.
- d. Work closely with each KIWC field supervisor on all elements of this Plan so that a full appreciation and understanding of importance of a successful apprenticeship and workforce diversity program. Specific training will be provided to all KIWC staff personnel on all portions of the CBA and Program annually.

Provide 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 Employer's EEO policies, affirmative action obligations, and cultural competencies.

Review and disseminate, at least annually, the EEO policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions.

- e. Conduct workshops with or otherwise solicit input from employees to enlist suggestions and ideas on how to increase employment of underutilized groups.
- f. Match minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a late-term or journey-level mentor.
- g. Keep applications from qualified women and minorities for the duration of the project and notify them when an opening occurs.

- h. Maintain a harassment-free workplace by conducting corporate training and/or pre-ground-breaking review using the Wider Opportunities for Women harassment-free workplace check list and repeating annually.

Ensure that employees are knowledgeable about site policies if they need to report a harassment problem. Provide a complete orientation to the job site to all workers, including procedures for reporting problems, and expected crew behaviors.

Provide toilet facilities for women on the job site, by maintaining a clean, accessible and locked toilet for female crew members, and by removing graffiti immediately.

It will be KIWC's mission to establish a worksite that provides all workers, including apprentices, the best possible introduction to construction through effective training programs, daily mentorship and interaction, and an ability to learn, grow, and assume more responsibility. Success requires commitment from the top of the management team with a specific emphasis on front line field supervisors who are responsible for crew safety, performance, and compliance.

It will be KIWC's goal to grow apprentices to the journey level on the CBWTP STEP Project with the duration of work creating an environment for this to occur. Retention of apprentices is critical to achieving the employee's career path and will serve as a benefit to the Project through a healthy, diverse, and experienced workforce functioning in a team environment. Through implementation and commitment, KIWC will strive for a workplace where minority and women employees are recruiters for the industry and the Project to increase employment of underutilized groups.

KIWC and Subcontractors at all tiers shall pay apprentices at the rate required by the applicable Collective Bargaining Agreement or in accordance with the state or federal prevailing wage rate applicable to the project. The apprentices must be enrolled in state-approved apprenticeship programs during all hours worked on the project by the apprentices. Further, Employers shall not utilize workers previously employed at a journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of this provision.

KIWC, its Subcontractors, local trade unions and the Joint Apprenticeship Training Council (JATC) will maintain documentation of good-faith compliance with the retention strategies set forth above and shall submit such documentation as requested.

Training and Development KIWC is a BOLI registered Training Agent and will develop project-specific training programs for all craft, with a particular emphasis on early-career training for apprentices and individuals new to the construction industry. Both formal training and on-the-job training will occur so that employees are able to learn, implement, and gain experience with tools, tasks, and equipment employed on the project. Importantly, safety training will receive particular emphasis including not just required safety program elements but also how to develop safe working practices and a safe working culture.

KIWC field supervisors will receive 'train the trainer' skills so that both formal and on-the-job training is efficient and effective. Operations training is primarily on-the-job with apprentice crafts, and typically is limited to local trades people and does not include office or clerical staff.

Training will include BOLI approved and registered programs and are conducted by the employee's direct supervisor, site managers, and outside sources. Some of the formal training programs to be implemented on the project include:

- New Employee Orientation
- Tool and Equipment Training

- Daily Tool-Box Meetings
- Safety Training, Operations Hazard Analysis
- Project Mass Training Sessions and Meetings

Third-party training on critical safety and operational matters including trench safety, fall protection, confined and permit space requirements and practices, hoisting/lifting, and special hand tool/equipment operation will be conducted on a regular basis. Specific to CBWTP and in conjunction with plant operations, Plant Specific Procedures will be developed with each employee receiving specific training on logistical requirements of working within an operational facility.

In addition, harassment-free workplace training will be conducted to ensure the project maintains a positive culture for all employees, particularly apprentices and historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, low-income people, and those new to the construction industry.

Pre-Apprenticeship Recognized Pre-Apprenticeship Programs and CBOs which have been approved by the City and the labor union for which entry is sought shall be used as a "first source" for entry into apprenticeship programs for hiring to meet Apprenticeship Hour Goals. To be approved as a first source entry, the program must have a proven track record of serving women or people of color.

After the "first source," outreach is exhausted, KIWC and subcontractors will contact other CBOs, which may not be BOLI approved, to request information on individuals that are or may be interested in enrolling in an apprenticeship program.

As required by the CBA, local trade unions will engage in active recruitment of historically disadvantaged or underrepresented members, including racial and ethnic minorities, women, and low-income people and to refer to KIWC and subcontractors of all tiers sufficient numbers of such members to assist in meeting required employment goals.

Helmets to Hardhats

KIWC, its subcontractors, and the local trade unions recognize a desire to facilitate veterans who are interested in careers in the construction industry. The parties' agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

The Project will coordinate with the Center on an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities.

5. Subcontract Workforce – Procurement, Monitoring

KIWC will actively manage its Subcontractors and their performance and commitment to all workforce requirements from procurement to execution through contract closeout. At each step, Subcontractors of all tiers will be required to provide workforce certifications, formal plans, reporting data, and response actions in the event performance requires improvement. It is essential that Subcontractor participation in all aspects of the workforce program is required for the Project to achieve the stated apprenticeship and diversity goals.

Subcontract Procurement All subcontract procurement packages will include documents regarding workforce and diversity requirements including, but not limited to, the City of Portland's CBWTP STEP Project Community Benefits Agreement, the CBWTP STEP Program Workforce Plan, and any other

project-specific program regarding employment and safe workplace. It will be made clear in each procurement that potential subcontractors will be required to comply with all project programs and that each program will be made part of the formal subcontract agreement with KIWC.

Under best-value procurements, a commitment to the stated goals for the use of apprentices and workforce diversity may be an evaluation factor in selection; with those firms planning to exceed the goal(s) receiving additional consideration for award.

As part of each procurement, bidders will be required to state their status with regard a registered Training Agent; and if not currently, their plan for achieving this status.

Workforce Conditions for Subcontract Agreement Subcontractors bidding work on the Project and prior to award of an agreement will be required to provide projected hiring needs fifteen (15) calendar days after bid opening or prior to award of the Contract, whichever occurs first. The document shall clearly demonstrate how its workforce will fulfill all program requirements, including utilization of apprentices and diversity in employment.

A condition for subcontract award performing work on the Project will be required to sign the Assent (CBA, Exhibit A) to the conditions set forth in the CBA including apprentice and workforce diversity requirements. While it is noted that subcontracts valued at less than \$300,000 are exempt from apprenticeship requirements, it is fully expected that all subcontractors will provide opportunities for apprentices. KIWC will work closely with exempted subcontractors, particularly if signatory with local trade unions, to encourage apprenticeship opportunities on subcontracts of all values on the Project.

In the event a subcontract is awarded at less than \$300,000 and during its work increases to over \$300,000 through change order or scope modification, the amount in excess of \$300,000 will be subject to apprenticeship requirements. This requirement will be clearly stated in both the subcontract procurement document and subsequent agreement.

Workforce diversity goals apply to the workforce of all subcontractors on the project, including the workforce of certified small disadvantaged, women owned, and minority businesses who do not have a collective bargaining relationship with the Unions and who become successful bidders on the project. Likewise, this requirement will be clearly stated in both the subcontract procurement document and subsequent agreement.

DBE Subcontractor Core Employees In accordance with the terms of the CBA, certified DBE subcontractors who may not have a relationship with a local trade union signatory to this Agreement are not required to pay union health benefits where such firms otherwise provide their employees with comparable health benefits. In such circumstances, a firm will be required to provide quarterly documentation of the provision of such comparable health benefits or paid fringe amounts. In addition, each employee for whom such waiver is requested must also file a written request for a waiver of contributions.

As further stated in the CBA, there shall be no requirement for non-signatory DBEs to contribute to other union trust funds.

Subcontracts at all tiers will be required to submit proof of payment and weekly certified payroll reports of affected employees once a month to KIWC and the Owner by the fifth business day of the following month. These documents must be submitted to KIWC and to the Owner along with end of the month pay request in accordance with the Contract Documents. Subcontractors who fail to remit shall be additionally subject to having their agreement terminated upon 72 hours' notice, in writing, provided it fails to show satisfactory proof that the required payments have been made.

These requirements will be clearly stated in subcontract procurement documents and Agreements.

Sub-Tier Subcontracts It will be each subcontractor's responsibility to ensure that all sub-tier subcontracts comply with the CBA and CBWTP STEP Workforce Plan. Consistent with first-tier subcontractors, each sub-tier firm will be required to be signatory to the CBA through execution of the Assent included under Exhibit A.

While KIWC will assign this responsibility to the first-tier entity, it likewise will monitor performance of all sub-tiers to ensure compliance with the program.

Subcontractor Performance and Workforce Monitoring Subcontractors will be responsible to manage the apprenticeship program in accordance with the requirements of the CBA and this Plan; and KIWC will monitor Subcontractor performance of meeting such requirements. Specific steps that will be taken by KIWC and its Subcontractors will include:

1. Monitor that all apprentices are enrolled in a state or federally registered apprenticeship program. KIWC will get a workforce/apprenticeship plan before each Subcontractor starts work.
2. Ensure that Subcontractors are registered with BOLI as approved training agents in all trades of work being performed. If a subcontractor is not approved, KIWC will work with the Subcontractor to become an approved training agent to ensure that there are no barriers to the apprenticeship goal being met.
3. Engage Subcontractors to work with the union and non-union hiring resources and CBOs for open apprenticeship opportunities.
4. Use a Worker Request Form, Subcontractors will request female and minority apprentices from the union or open shop apprenticeship program to ensure a diverse workforce.
5. If the apprenticeship program is unable to satisfy Subcontractor's request, contact pre-apprenticeship programs, and/or CBOs which have been approved by BOLI, as a "first source" for referrals and seek to enroll individuals in apprenticeship programs.
6. Collect from all Subcontractors and keep a list of late-term apprentices or journey workers that are working on the project site who are willing to serve as mentors for apprentices and pre-apprentices.
7. Ensure that apprentices are paid in accordance with state or federal prevailing wage rates applicable with the project.
8. Maintain and submit documentation of equity efforts as outlined in the CBA.

Failure to Meet Goals Whenever there is a documented failure to meet goals, the Subcontractor must develop additional specific outreach strategies and report its plan for achieving compliance to KIWC, Owner, and LMCOC to improve future performance.

PART E COMPLIANCE

The Owner and KIWC's commitment to community contracting and community workforce programs as defined in the CBA is reflected, in part, by the cost of administering the program. Failure to meet the requirements of the CBA negates such funding and impairs the Owner and KIWC'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, the parties mutually agree that failure to meet the requirements of the CBA, including but not limited to the submission of required documentation, constitutes a material breach of the contract.

In the event of a breach of the CBA on a particular subcontract, the Owner and/or KIWC may take any or all of the following actions as defined in the CBA including withholding progress payments, assessing liquidated damages, or possible debarment from further Owner contracts.

PART F DOCUMENTATION, REPORTING, PROGRAM EVALUATION

During the life of the Project, KIWC and Subcontractors of all tiers will document information regarding the implementation of the CBA and will provide reporting to the Owner on a monthly basis and as requested. Documentation includes but is not limited to:

- a. The creation of D/M/W/ESB/SDVBE solicitation packages
- b. D/M/W/ESB/SDVBE results
- c. Utilization Plan(s)
- d. Inquiries of D/M/W/ESB/SDVBE interest bidding, bid amounts, and contract awards
- e. Subcontractor payments
- f. Subcontractor replacement requests/decisions
- g. Technical assistance requested/provided and/or referred
- h. Apprenticeship and Workforce Diversity results (see below)
- i. Problems and successes experienced (mentorship)
- j. Capacity building results
- k. Monthly Electronic Spreadsheet of M/W/DBE/ESB Awards

The following City software shall be used for subcontractor payment, certified firm participation and workforce utilization reporting purposes:

- Contract Compliance Reporting System (B2G now <https://www.portlandoregon.gov/brfs/75932>)
- LCP Tracker

Information related to contractor access of the system will be provided to a designated point of contact upon award of the contract.

Workforce Diversity Reporting

KIWC and subcontractors of all tiers shall maintain records of the diversity of their on-site workforce to determine whether the Project is meeting its goal(s) and to assess the rates of journey-level hiring of racial and ethnic minorities, women, and low-income people. This information will be submitted electronically in LCP Tracker via weekly certified payroll reports by the 5th of each month. LCP Tracker is web-based and can be accessed at the following Internet address: www.lcptracker.net.

Documentation of maintaining journey-level target percentages for the duration of the project shall be submitted to the Owner and the LMCOG monthly. If unable to meet the workforce diversity goals established by the Project, good-faith efforts shall be submitted, and additional strategies and efforts shall be developed and implemented.

Workforce Apprenticeship Reporting

KIWC and subcontractors of all tiers shall maintain records of the diversity of their on-site workforce, such as certified payroll or other required reporting forms, sufficient to allow the Owner to determine whether a Project is meeting goals and to assess the rates of apprenticeship hiring of racial and ethnic minorities and women. Employers shall submit this information on a monthly basis.

Documentation of good-faith efforts shall be maintained for the duration and shall be submitted to the Owner electronically in LCP Tracker via weekly certified payroll reports by the 5th of each month. LCP Tracker is web-based and can be accessed at the following Internet address: www.lcptracker.net.

PART G ATTACHMENTS

Attachment A Form 1 Utilization Plan, Form 2 COBID Bids Received Log, Form 3 Workforce Commitment

END OF DOCUMENT

FORM 1

CBWTP STEP Project Subcontractor Disclosure Utilization Plan

Bidder Name: _____

Bid Date: _____

Bid No. _____

List all sub-tier subcontractors to be used on the project. Failure to submit this Form with Bid may result in Bid deemed to be non-responsive.

Bidder is directed to CBA D/M/W/ESB/SDVBE community contracting goals of 22% of Hard Construction Costs (12% M/DBE, 5% WBE).

Sub	CCB #	Name of Firm	Scope of Work	Value (\$)	COBID (Y/N)	COBID Certification No.
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

Determination of Community Contracting D/M/W/ESB/SDVBE Goal

Total Hard Construction Cost	\$	
Total D/M/W/ESB/SDVBE Value	\$	
D/M/W/ESB/SDVBE Participation	%	

Total Hard Construction Cost	\$	
Total M/DBE Value	\$	
M/DBE Participation	%	

Total Hard Construction Cost	\$	
Total WBE Value	\$	
WBE Participation	%	

FORM 3

CBWTP STEP Project

Bidder's Commitment to Workforce Diversity and Apprenticeship

Bidder Name: _____

Bid Date: _____

Bid No. _____

Failure to submit this Form with Bid may result in Bid deemed to be non-responsive.

Bidder is directed to CBA D/M/W/ESB/SDVBE community workforce goals.

- | | | | | | |
|-----|--|---|--------------------------|---|--------------------------|
| Q.1 | Bidder is a registered training agent with the Oregon State Bureau of Labor and Industries Apprenticeship and Training Division. | Y | <input type="checkbox"/> | N | <input type="checkbox"/> |
| Q.2 | Bidder commits to 22% goal of its project hours for minority workers. | Y | <input type="checkbox"/> | N | <input type="checkbox"/> |
| Q.3 | Bidder commits to 6% goal of its project hours for women workers. | Y | <input type="checkbox"/> | N | <input type="checkbox"/> |
| Q.4 | Bidder commits to 20% goal of its project hours for apprentices | Y | <input type="checkbox"/> | N | <input type="checkbox"/> |
| Q.5 | Bidder commits to 22% goal of its project apprenticeship hours for minorities. | Y | <input type="checkbox"/> | N | <input type="checkbox"/> |
| Q.6 | Bidder commits to 9% goal of its project apprenticeship hours for women. | Y | <input type="checkbox"/> | N | <input type="checkbox"/> |