

CONTRACT FOR SERVICES

between

CITY OF PORTLAND, HUMAN RESOURCES BUREAU, TRAINING AND EMPLOYMENT DIVISION (TED),
Yeon Building, 522 S. W. Fifth Avenue, 8th Floor, Portland, Oregon 97204

and

BOILERMAKERS TRAINING TECH (Contractor), 5655 N. W. St. Helens Road, Portland,
Oregon 97210

This contract will serve 17 CETA participants at a total cost not to exceed
\$73,125 funded by Title II-B and Title VII of the Comprehensive Employment and
Training Act (CETA).

The project is to provide training and placement into unsubsidized employment
within the Boilermaker trade for minorities, women and economically disadvantaged
persons referred from the Human Resources Bureau, Training and Employment Divi-
sion.

Contract performance shall commence on March 22, 1982. Contract costs must be
incurred between the commencement date and the termination date, August 20, 1982,
to be payable under this contract.

The parties agree to all the terms of this contract, including the attached
exhibits, by signing below:

Approved:

Ernest E. Hebburn by *gll*
Executive Director
Human Resources Bureau

BOILERMAKERS TRAINING TECH

By _____
Title _____

Approved:

Joseph P. [Signature]
Director
Training and Employment Division

CITY OF PORTLAND

Commissioner of Public Utilities

City Auditor

Approved as to Form:

City Attorney

Section I: Agreed Contractor

A. General Provisions

Contractor shall:

1. operate the employment and training project described in Exhibit "A";
2. comply with all CETA provisions, rules, regulations, and fiscal requirements;
3. comply with City of Portland and County of Multnomah ordinances and State statutes;
4. comply with TED policies and procedures;
5. deliver to the City Auditor prior to the commencement of this contract evidence satisfactory to the Auditor:
 - a. that all persons handling funds received or disbursed under this contract are covered by a \$ 28,000 Fidelity Bond effective before the contract commences and for at least six months after it terminates;
 - b. of a Standard Liability Insurance Policy including contractual liability coverage in the single limit amount of \$300,000, with an endorsement naming the City as an additional insured, which protects its agents and employees from claims for damages arising in whole or in part out of Contractor's performance under this contract; or, if Contractor is approved as self-insured by the City, satisfactory written evidence that Contractor agrees to hold harmless, defend, and indemnify the City, its agents and employees, from any and all claims for damages, including costs and attorney's fees, arising in whole or in part out of the performance of this contract, except such claims due to the negligence of the City alone;
 - c. that all property and equipment purchased or received by Contractor under this contract is insured against fire, theft, and destruction equal to the full replacement cost;
 - d. that these insurance policies are in force and will not be cancelled without thirty (30) days' prior written notice to the City;
 - e. that Contractor has qualified (a) as a direct responsibility employer under 656.407 (Workmen's Compensation), or (b) as a contributing employer under ORS 656.411, or (c) if the contract is to be performed without the assistance of others, that Contractor has signed a joint declaration with the City that the services are rendered as an independent contractor;

f. if the Contractor enters into more than one (1) contract with the City, insurance and bonding shall be furnished, together with the proper endorsements for each separate contract. If the Contractor fails to maintain current insurance and bonding, including proper endorsements for each separate contract, the City may withhold payments to Contractor or terminate the contract.

6. File with TED's Fiscal Unit copies of:

- a. Contractor's personnel policies including guidelines for hiring, termination, promotion, and discipline of employees;
- b. a list of names and signatures of persons authorized to act as Contractor's agents and names and addresses for all Board members;
- c. list of Contractor's staff paid under this agreement;
- d. applicable collective bargaining agreements and letters of concurrence.

Contractor shall file changes in these documents with TED's Fiscal Unit prior to their effective dates;

7. submit to TED's Fiscal Unit within five (5) working days after the end of each month a Monthly Performance Report for that month. A Final Performance Report shall be submitted within forty-five (45) calendar days after the conclusion of the projects covered by this contract. Both Monthly and Final Performance Reports shall contain, at a minimum, those items specified in Exhibit "C". Performance reports which are not received on time or are incomplete may result in delayed or reduced payment or contract termination;

8. ensure that appropriate staff will attend monthly Contractor's meetings. Staff shall also, given reasonable notice, attend other meetings and training sessions as requested by TED.

B. Fiscal Provisions

1. Contractor shall expend project funds within the limits established by the Project Budget, included as Exhibit "B". Any cost incurred by Contractor over and above the sums set out in the budget shall be at Contractor's sole risk and expense.

2. All contract payments are subject to audit. TED or its agents may perform audits at their discretion at any time during the contract period to provide additional controls. If Contractor violates or permits violation of contract terms or conditions, Contractor shall repay TED the amount of funds directly related to the violation. If a contract cost is disallowed after reimbursement has occurred, Contractor shall repay TED within forty-five (45) calendar days or on a written alternative schedule assigned by TED Fiscal Unit.

3. Contractor will bill TED for the agreed upon tuition payments prior to disbursement by TED of such payments. Final billing must be received by TED's Fiscal Unit within forty-five (45) calendar days following the end of the contract period.
4. If Contractor receives any income as a result of activities under this contract, the income must be promptly accounted for in the Monthly and Final Performance Reports and cannot be spent without advance approval by TED. When program income is anticipated, the Contractor must promptly contact TED's Fiscal Unit to receive accounting instructions.

C. Personnel and CETA Participant Provisions

1. Contractor agrees that all CETA participant grievances initiated as a result of this contract shall be received and resolved in accordance with the TED Grievance Procedure.
2. Contractor agrees that all CETA participants employed under this contract shall:
 - a. be oriented by the worksite supervisor concerning worksite goals and work conditions, including: 1) attendance and punctuality standards; 2) training which will be made available; 3) other project expectations. This orientation shall take place during the participant's first week of work. Participants shall be informed of changes or corrections in the orientation information prior to the change effective dates;
 - b. not be engaged by Contractor in any political or religious activities or lobbying;
 - c. be adequately supervised during work hours and provided work conditions which, at a minimum, shall conform to the regulations established of the State of Oregon Bureau of Labor;
3. Contractor shall notify the TED Case Manager as far in advance of the anticipated termination of any CETA participant as is possible, but in no case shall the Case Manager receive less than twenty-four (24) hours advance notice. The Case Manager shall be offered every reasonable opportunity to solve the particular problem(s) causing the termination.
4. Contractor shall keep and ensure the accuracy of the daily time and attendance records for CETA participants and shall make such records available to TED upon request. This shall be done in accordance with TED's Participant Attendance Policy.
5. Contractor shall not discriminate against, or deny employment or services to any person on the grounds of race, color, religion, sex, national origin, age (except as provided by CETA regulations), handicap, citizenship or political affiliation or belief.

- 6. Contractor agrees that this contract does not in any way violate or contravene established collective bargaining agreements that have jurisdiction within the geographic area(s) served by this contract.

D. Records and Property Control

- 1. Contractor shall maintain and safeguard participant files and records, project records and documents, and evidence of accounting procedures and practices. Records must be sufficient to justify all costs claimed to have been incurred during the performance of this contract. These records shall be preserved and made available to TED and/or its agents for a period of five (5) years. However, in the event of an audit, records shall be kept by Contractor until the audit is completely resolved.
- 2. All files and records maintained under this contract shall be open to inspection by designated TED staff.
- 3. If disclosure of participant records is requested by the public, current TED confidentiality standards shall apply. If Contractor has more restrictive confidentiality provisions which are mandated by law, the more restrictive confidentiality provisions shall control.
- 4. Contractor shall provide to TED, on request, sufficient staff time necessary to a) perform project research; b) perform project evaluation; c) monitor the project; and d) complete fiscal reviews and audits.
- 5. Contractor shall submit to TED copies of all requests for Federal, State or local grants that affect this contract prior to submitting the request to the funding source.
- 6. Contractor shall submit to TED's Fiscal Unit one (1) copy of all formal documents produced under this contract.
- 7. All items with a purchase price of one hundred (\$100) dollars or more and purchased under this contract shall be purchased in the name of TED. Such purchases shall be for cash, without credit terms, reported to TED within ten (10) days, tagged by TED, included in TED's Property Control, and shall be the property of TED. Contractor shall maintain an acceptable and current log of this property and property acquired under previous contracts with TED. All nonexpendable items shall be returned to TED within ten (10) days after the contract has terminated. Property is not transferrable, either geographically or between projects without approval by TED. The provisions of this clause do not apply to items which will become the property of the participant as approved by TED.

Section II. Agreed TED

A. TED shall:

- 1. provide copies of CETA related information listed in Section I, Paragraphs "2", "3", and "4", upon request;

- 2. supply required reporting forms;
- 3. provide coverage at no cost to Contractor for all training-related injuries to CETA participants, which are not due to Contractor's neglect, referred by TED and trained by Contractor under this Agreement.

B. Payment for the services described in this contract will be made to Contractor after satisfactory performance and after receipt of billing with appropriate documentation by TED's Fiscal Unit, 522 SW Fifth Ave., 6th floor, Portland, Oregon 97204. Payment shall not be construed as a waiver of TED's right to challenge the level of Contractor's performance under this contract and to seek appropriate legal remedies.

Section III. Contract Assignment, Modification, Termination, and Sanctions

- A. The term "approval by TED", as used throughout this contract, means written approval by the Director of the Training and Employment Division.
- B. This contract is personal between the parties and Contractor shall not assign or subcontract in whole or part any contractual duties without approval by TED.
- C. In the event TED decides to assign its interest in this contract in whole or part, TED shall give written notice of the assignment to Contractor thirty (30) calendar days prior to the assignment.
- D. Any change in the contract or its attached exhibits shall be submitted for approval by TED before becoming effective. A contract modification may be required when a line item amount is changed, when changes occur in Federal or State law, Rules or Regulations or allocations, or when a substantial change in program design or goals is planned.
- E. This contract may be terminated, in whole or in part, without limiting remedies, by either party to this agreement if the other party fails to perform in accordance with the terms of the contract, and fails to initiate remedial action within ten (10) days after receiving written notification specifying the failure of performance.
- F. Either party to this contract may elect to terminate the contract without cause, providing a thirty (30) day written notice of intent to terminate is delivered to the other party.
- G. TED may terminate this agreement at any time by written notification if its federal, state or local grants are suspended, reduced, or terminated before or during the contract period.
- H. In the event of early contract termination initiated by either party, the Contractor shall only be entitled to a pro-rated tuition payment calculated as follows: the total allowable tuition payment shall be multiplied by a fraction consisting of the number of actual operating weeks prior to the termination date divided by the number of operating weeks planned by this

contract. In no case shall the total payment to Contractor include costs which are not allowable under this contract or under federal regulations. If Contractor's total allowable tuition payment under this section exceeds amounts already reimbursed to the Contractor in accordance with the Project Budget, excess reimbursement amounts shall be refunded to TED within fifteen (15) calendar days after the termination date.

- I. Nothing in this contract shall be construed to limit either parties' legal contract remedies, including but not limited to the right to sue for damages or specific performance, should either party materially violate any of the terms of this contract. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

PROJECT NARRATIVE

Program Summary:

Boilermakers Training Tech, 5655 N. W. St. Helens Road, Portland, Oregon, 97210, proposes to provide skill training and placement into unsubsidized employment within the boilermakers trade for fifteen (15) minorities, women and economically disadvantaged individuals referred by the Human Resources Bureau, Training and Employment Division.

Goal:

The goal of the program is to provide training to the Intermediate level of the boilermaker trade and place the participants in unsubsidized employment within the boilermaker trade.

Methodology:

The program will cover a period of twenty-two (22) weeks, 5 days per week, 8 hours per day. Training hours will be 8:00 am - 4:30 pm, Monday through Friday. It will contain the training as outlined in Attachment "A" of this proposal.

Selection of the participants will be made from referrals made by the Training and Employment Division (TED) of the Human Resources Bureau. Referrals will be made after initial testing and screening by TED Intake Unit, using the following qualifications:

High school diploma or GED

GATB scores of: $\frac{N}{70}$ $\frac{S}{80}$ $\frac{Q}{70}$ $\frac{M}{70}$

10th Grade reading comp and math through fractions

Physically able to lift 50 pounds, standing, kneeling and crouching for extended periods of time.

The selected candidates will be interviewed by the Boilermakers instructors. Following those interviews, a final list will be compiled and scheduled for a physical exam.

In order to best maintain the level of 15 participants in training without starting participants late in the program, the Boilermaker's Training Tech will enroll seventeen (17) participants initially. Of these 17, two will be enrolled at no charge. Should any participants drop out of the program, however, TED will not have the option of refilling those slots. If no participants drop out, the Boilermaker's Training Tech will provide training for all seventeen at no additional cost.

If at any time the number of participants enrolled in this program drops to nine (9) or less, TED and Boilermaker's Training Tech will meet to discuss methods of restructuring the training for better cost-effectiveness. This may include cutting overall costs, tuition rebates, combining activities, etc.

Fiscal:

All allowances for participants will be paid through the TED payroll department. Timecards are to be a part of the responsibility assumed by Boilermaker's Training Tech.

Tuition charges include the following gear for each participant enrolled:

- | | |
|--------------------------------|------------------------|
| 1. Welding Capes | 6. Slag Hammers |
| 2. Welding Gloves | 7. Wire Brushes |
| 3. Hard Hats & Welding Helmets | 8. Strikers |
| 4. Safety Glasses | 9. Burning Goggles |
| 5. Safety Boots | 10. Replacement Lenses |

Other supportive services, e.g., physicals, medical emergencies, child care, etc., will be the responsibility of TED and conform to TED policies.

Performance Evaluation:

Boilermaker's Training Tech will provide a weekly written evaluation of participant performance to the TED Case Management Unit. It will also provide a mid-point progress report to Case Management on necessary corrective action which will be instituted to ensure the participant(s) completing the program within the contract period.

Placement

The Boilermaker's Training Tech will make every reasonable effort to obtain full-time employment as boilermakers for every successful graduate of this program.

1. Purpose:

The purpose of this training is to create productive and skilled workers in the trade.

2. Introduction:

Training Outline

| | |
|--|------------------|
| A. Labor Orientation----- | 20 hours |
| B. Safety----- | 30 hours |
| 1. On-the-job | |
| 2. Off-the-job | |
| C. Metallurgy (study of metals) ----- | 10 hours |
| D. Burning, Carbon, Arc-Gouging & Fitting ----- | 200 hours |
| E. Welding ----- | 500 hours approx |
| 1. SMAW (stick arc) ----- | 250 hours |
| 2. GNAW (mig) hard wire, core wires dual shield and innershield ----- | 234 hours |
| 3. GTAW (tig) ----- | 8 hours |
| 4. PLASMA ----- | 8 hours |
| F. Blueprint Reading and Layout ----- | 40 hours |
| 1. Basic shop math | |
| 2. Geometry | |
| 3. Weld symbols | |
| 4. Lay out transposing | |
| G. Rigging ----- | 80 hours |
| 1. General rigging information | |
| 2. Wire rope (splicing) | |
| 3. Synthetic ropes | |

Activities during the course will include:

1. Identify base metals
2. Obtain and use correct protective equipment
3. Know and observe all safety requirements
4. Select proper welding machine, electrodes or cutting equipment
5. Adjust equipment controls
6. Read and interpret welding symbols
7. Read and interpret print dimensions & requirements
8. Use jags, fixtures and clamps to hold parts
9. Control size of welds with gage
10. Inspect work and repair when needed
11. Proper care of tools and equipment will be observed
12. Know and understand ship yard terminology

CLASSIFICATION

EXHIBIT B

152973

Contractor : Boilermaker's Training Tech
Address : 5655 NW St. Helens Road
Portland, OR 97210

Contract # _____
Modification # _____

| | <u>Total Amount</u> | <u>% of Total Budget</u> |
|---|---------------------|--------------------------|
| Allowances | -- | -- |
| Participant Wages During Classroom Training | -- | -- |
| Training Costs | 73,125 | 100% |
| Services Costs | 0 | -- |
| Administration | 0 | -- |
| TOTAL BUDGET REQUESTED | \$ 73,125 | 100% |

TUITION SCHEDULEParticipant Tuition - \$4,875 per Participant

Tuition costs include all training related items, including tools, materials and supplies, special clothing, instruction, etc.

The tuition amount also covers the rental of any and all equipment associated with the training, including the rental of stick welders detailed in the Letter of Agreement (dated 1/11/82) between the parties.

TED is paying for fifteen (15) slots = \$73,125

Because Contractor has established a no refund and no refill policy on slots vacated during the program, Contractor will train a total of seventeen (17) participants for the same price listed above. Thus, TED will be paying \$4,875 each for 15 slots plus \$0 for two additional slots.

Payment Schedule

Tuition will be paid to Contractor on the following schedule, subject to TED policies and procedures:

| | |
|----------------|-----------------|
| March 22, 1982 | \$28,000 |
| May 20, 1982 | 24,000 |
| July 20, 1982 | <u>21,125</u> |
| TOTAL | <u>\$73,125</u> |

MONTHLY AND FINAL PERFORMANCE REPORTS

TED requires a written report by the Project Director of the activities occurring during the report month. Reports must contain the following items, at a minimum:

- o Significant performance issues
- o Major concerns or problems
- o Administrative issues
 1. Personnel - including staff turnover
 2. Fiscal
 3. Other
- o Issues requiring TED attention
- o List of participants enrolled, noting any terminations during the month

Reports must describe fully issues related to the administration of the contract and performance authorized by the contract.

Reports must be easily identifiable by contractor name, contract number, report month and project name (if applicable) and must be signed and dated by the Project Director.

ORDINANCE NO. 152973

An Ordinance authorizing one (1) contract with the Boilermaker's Training Tech and the Human Resources Bureau, AU 682, Training and Employment Division to provide training and placement into unsubsidized employment within the Boilermaker trade to seventeen (17) CETA eligible City of Portland residents for the period from March 22, 1982 through August 20, 1982; authorizing the expenditures in the amount not to exceed \$73,125 within the CETA Title IIB and VII funds; authorizing the drawing and delivery of a warrant and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

- 1. The City of Portland is the designated Prime Sponsor for administering funds under the Comprehensive Employment and Training Act (CETA) within the City, to provide training to economically disadvantaged persons.
- 2. The Boilermaker's Training Tech proposes to provide skill training and placement into unsubsidized employment within the boilermaker trade for seventeen (17) minorities, women and economically disadvantaged individuals.
- 3. The Training and Employment Division finds this program appropriate and has budgeted funds from the FY 81-82 Title IIB and Title VII allocation to the City.
- 4. The contracting agency, costs and positions are set forth in Exhibit A.
- 5. It is therefore appropriate that the Commissioner of Public Utilities and the City Auditor execute, on behalf of the City, one (1) contract with the Boilermaker's Training Tech under the Human Resources Bureau, AU 682, Training and Employment Division for the period from March 22, 1982, through August 20, 1982, in the amount not to exceed \$73,125 as set forth in Exhibit "A".

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Utilities and the City Auditor are hereby authorized to execute, on behalf of the City, one (1) contract with the Boilermaker's Training Tech, under the Human Resources Bureau, AU 682, Training and Employment Division, for the period from March 22, 1982 through August 20, 1982 as set forth in Exhibit "A".

ORDINANCE No.

- b. The Mayor and the Auditor are hereby authorized to draw and deliver warrants chargeable to the FY 81-82 budget, CETA Title IIB and VII, Human Resources Bureau, AU 682, Training and Employment Division, when demand is presented, approved by the proper authorities.

Section 2. The Council declares that an emergency exists because delay in the enactment of this Ordinance will cause unnecessary program interruption and administrative delay in the function of the CETA program; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **MAR 17 1982**

Commissioner Margaret Strachan
 JPB:LN:pj
 3/11/82

Attest:


 Auditor of the City of Portland

Calendar No. **660**

ORDINANCE No. 152973

Title

An Ordinance authorizing one (1) contract with the Boilermaker's Training Tech and the Human Resources Bureau, AU 682, Training and Employment Division to provide training and placement into unsubsidized employment within the Boilermaker trade to seventeen (17) CETA eligible City of Portland residents for the period from March 22, 1982 through August 20, 1982; authorizing the expenditures in the amount not to exceed \$73,125 within the CETA Title IIB and VII funds; authorizing the drawing and delivery of a warrant and declaring an emergency.

Filed MAR 12 1982

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Gordon Crall*
Deputy

| THE COMMISSIONERS VOTED AS FOLLOWS: | | |
|-------------------------------------|------|------|
| | Yeas | Nays |
| JORDAN | / | |
| LINDBERG | / | |
| SCHWAB | / | |
| STRACHAN | / | |
| IVANCIE | / | |

| FOUR-FIFTHS CALENDAR | |
|----------------------|--|
| JORDAN | |
| LINDBERG | |
| SCHWAB | |
| STRACHAN | |
| IVANCIE | |

| |
|--------------------------------|
| INTRODUCED BY |
| Commissioner Margaret Strachan |

| |
|---------------------------------|
| NOTED BY THE COMMISSIONER |
| Affairs |
| Finance and Administration |
| Safety |
| Utilities <i>M. Strachan/jp</i> |
| Works |

| |
|--|
| BUREAU APPROVAL |
| Bureau: |
| Human Resources |
| Prepared By: <i>Joseph P. Gonzalez</i> Date: 3/11/82 |
| Budget Impact Review: |
| <input type="checkbox"/> Completed <input type="checkbox"/> Not required |
| Bureau Head: <i>Erma E. Hepburn</i> Erma E. Hepburn |

| | | |
|----------|---|---------|
| CALENDAR | | |
| Consent | X | Regular |

| |
|---------------|
| NOTED BY |
| City Attorney |
| City Auditor |
| City Engineer |