



CITY OF PORTLAND

OFFICE OF MANAGEMENT AND FINANCE

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REGULAR CALENDAR

May 30, 2012

TO THE COUNCIL:

The Chief Procurement Officer is submitting this report and recommending that Portland Parks & Recreation (PP&R) and Procurement Services be authorized to proceed with awarding a contract to James W. Fowler Co. as Construction Manager/General Contractor (CM/GC) for partial construction of the South Waterfront Greenway Improvements Project in the amount of \$4,035,843.62. The Guaranteed Maximum Price (GMP) submittal from James W. Fowler Co. dated May 21, 2012 is attached as Exhibit A to this Report. As part of PP&R's due diligence, PP&R hired a third party construction cost estimator to review the Greenway GMP. This firm determined that James W. Fowler Co.'s proposed GMP 'is a fair and reasonable proposal and reflects the project and the intricacies associated with this type of work.' However, if any unforeseen conditions are encountered, the construction cost may exceed this GMP.

Ordinance Number 184389 passed by Council on January 27, 2011 authorized Procurement Services to use an alternative contracting method to select a CM/GC for the South Waterfront Greenway Improvements Project. The Chief Procurement Officer advertised Request for Proposals (RFP) Number 112508 on February 23, 2011, for pre-construction services and construction of the South Waterfront Greenway Improvements Project with a construction estimate of \$4,800,000.00. PP&R rated the project estimate confidence level as Moderate. Proposals were due on April 6, 2011, and one (1) proposal was received. A nine (9) person selection committee with representatives from PP&R, Portland Development Commission, Bureau of Environmental Services and the Minority Evaluator Program selected James W. Fowler Co. as the CM/GC Contractor in accordance with Ordinance 184389. Pre-Construction Services Contract Number 30002115 for a sum not to exceed One Hundred Thirty-Nine Thousand, Nine Hundred Nine Dollars and Sixty-Seven Cents \$139,909.67 was entered into with James W. Fowler Co. effective June 15, 2011.

During the pre-construction services phase of work, as the design, permitting and value engineering on the project progressed, it became apparent that because of constructability and agency and permitting requirements, the cost of the project would exceed the original construction estimate of \$4,800,000.00 by about 2 million dollars. Due to this funding issue, PP&R has to phase the South Waterfront Greenway construction. PP&R will proceed with the habitat restoration and in water work adjacent to the river. The contractor will begin to move equipment and materials to the site in June 2012. Construction will begin in July 2012 and continue to December 2012. The lawn and plantings will be completed in the spring of 2013. The remaining work consisting of the upland improvements including trails, plantings, grass and amenities, will be completed if and when funds become available. In the event funds

An Equal Opportunity Employer

To help ensure equal access to programs, services and activities, the Office of Management & Finance will reasonably modify policies/procedures and provide auxiliary aids/services to persons with disabilities upon request.

become available, a change order will be negotiated for the remaining work and brought to Council for approval.

The South Waterfront Greenway Improvements Project is funded by the Portland Development Commission contributing Tax Increment Financing from the North Macadam URA; Tri-Met contributing funding for off-site mitigation of river impacts associated with their Portland-to-Milwaukie Light Rail Bridge project; and PP&R with Systems Development funding.

For this project, the City shall operate under the umbrella of TriMet's Disadvantaged Business Enterprise (DBE) Program in accordance with TriMet's funding agreement. James W. Fowler Co. and their subcontractors at all tiers have made a commitment of 6% DBE utilization (of the total subcontractor and supplier amount) for Phase 1 of this project. They have further made a commitment of 12% DBE for Phase 2 for a total of 18% DBE utilization for the entire project anticipating funds will become available to complete the entire scope of the work. James W. Fowler Co. has also made a commitment to have continuing diversity outreach throughout the life of the project and of utilizing Minority, Women and Emerging Small Business Enterprise (M/W/ESB) subcontractors wherever possible. James W. Fowler Co. has agreed to adopt and implement the City's Workforce Training and Hiring Program requirements. The Disadvantaged Business Enterprise, Minority, Women, and Emerging Small Business & Supplier Program Construction Plan, and the Workforce Training and Hiring Program Plan from James W. Fowler Co. are attached as Exhibits B and C to this Report.

James W. Fowler Co. has a current City of Portland Business License and their EEO Certification is current through January 12, 2013. The company is located in Dallas, OR, and is not a State Certified M/W/ESB Contractor.

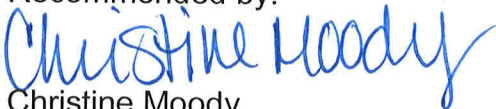
James W. Fowler Co. is in Full Compliance with the Equal Benefits Program.

It is further recommended that a Performance Bond and a Payment Bond each in the amount of 100% of the contract amount be furnished by the Contractor.

It is also recommended that a two (2) year Maintenance/Warranty Bond for 20% of the final contract amount be furnished by the Contractor before final payment is released.

The bid sureties of the remaining bidders should be returned immediately in compliance with Section 5.34.410D of the City Code.

Recommended by:



Christine Moody
Chief Procurement Officer

CM:kbm

EXHIBIT B



Disadvantaged Business Enterprise, Minority, Women, and Emerging Small Business & Supplier Program Construction Plan

James W. Fowler Co.



General Contractors

South Waterfront Greenway – Central District Improvements

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I. Program Goal

The objective of James W. Fowler Co.'s DBE/MWESB Program Construction Plan on the South Waterfront Greenway – Central District Improvements is to maximize the utilization of DBE Contractor's and Suppliers with a secondary emphasis of utilizing MWESB's subcontractors wherever possible to promote their economic growth and to increase competition for City of Portland construction contracts. The goal is to accomplish this objective while ensuring that the Project meets schedule, budget, and quality requirements. The plan DBE/MWESB is separated into two phases mirroring construction. The first phase is characterized by construction along the bank and in the water, Phase one construction work is scheduled to occur in the fall of 2012. Phase two of the plan is top of bank and includes the path and associated improvement. James W. Fowler Co. understands phase two construction is unscheduled at this time due to a funding shortfall. James W. Fowler Co.'s overall DBE/MWESB commitment is the combination of phase one and our phase two commitment combined.

Throughout this plan the reference to DBE/MWESB means that DBE is the primary objective and MWESB is secondary as indicated above. James W. Fowler Co. makes a firm commitment of 6%(\$242,150.61) DBE utilization on Phase 1 (Beach Portion) of this project, based on an estimated total subcontractor/supplier value of \$677,345.00. If James W. Fowler Co. is awarded Phase 2 in its entirety (Upland Portion), James W. Fowler commits to 12% DBE utilization for that portion of work, resulting in a combined Phase 1 and Phase 2 commitment of 18% for James W. Fowler Co.'s DBE utilization on this project. James W. Fowler Co. makes a firm commitment of 20% minority and 14% women for Workforce Diversity (See Appendix 2: Workforce Training and Hiring Program Specifications.) James W. Fowler Co. will also comply with Tri-County Metropolitan Transportation District of Oregon (TriMet) established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (U.S.DOT), 49 CFR Part 26.

To ensure that agreed upon goals and aspirations are met, and to assist in the implementation and monitoring, James W. Fowler Co. has designated Group AGB as the DBE/MWESB Outreach Program Consultant. Group AGB will assist James W. Fowler Co. in the preparation of subcontractor procurement procedures, the DBE/MWESB & Supplier Program Construction Plan, and in initiating DBE/MWESB outreach during the pre-construction services phase. Group AGB is DBE/MWESB certified and has extensive experience and expertise in developing and implementing participation programs for minorities and women in the Oregon construction industry. James W. Fowler Co. will retain Group AGB to provide guidance in creating and assuring maximum DBE utilization as needed during the life of the Project.

The procurement of subcontractors for the Project will consist of an open, fair and competitive subcontractor solicitation process, incorporating both James W. Fowler Co. and the City's commitment to the utilization of DBE/MWESB. James W. Fowler Co. will use both the "Informal," "Formal," and Best Value calls for bid to bring about the utilization of these subcontractors.

The process, as a minimum, will include timely notification of solicitation requests, availability of and easy access to plans and specifications, identification of subcontracting work feasible for DBE/MWESB

solicitation, identification of DBE/MWESB subcontractors by work categories, facilitating the interest of these subcontractors on the Project, directing prospective bidders to interested DBE/MWESB subcontractors, and evaluating bid proposals for compliance with the City's solicitation requirements.

In addition to subcontracting, James W. Fowler Co. will identify materials and supplies needed for the work of the Project and solicit the interest of DBE/MWESB material suppliers and manufacturers in bidding the work.

II. Criteria for Identifying and Packaging DBE/MWESB Subcontracting Opportunities

James W. Fowler Co. will start the evaluation process with the assumption all subcontracted work is potentially available for DBE/MWESB participation. Scopes of work will be further evaluated and refined to maximize the number of opportunities tailored to small business participation. With this goal in mind, James W. Fowler Co will be guided by the following principles in designing bid packages:

1. Unbundle large bid packages to create the largest number of opportunities at the levels highlighted above
2. Target Electrical, Landscaping and Trucking for DBE only opportunities selected by best value selection method described below
3. Research the local DBE/MWESB marketplace to determine the scopes of work with highest DBE/MWESB availability
4. Attempt to contract with more than one DBE/MWESB for areas of high availability to expand James W. Fowler Co. subcontracting pool and increase the number of opportunities to DBE/MWESBs
5. Require DBE/MWESB sub tier outreach for all Formal Packages and incorporate participation commitments into our best value selection criteria
6. Review all packages for risk compatible and critical path work

James W. Fowler Co., in collaboration with the City Contract Compliance Specialist, will review all subcontract project packages against these criteria prior to identifying MWESB packages. Additionally, the review will ensure maximum opportunities are brought forward while mitigating risk, cost and schedule impacts. James W. Fowler Co. will prepare a DBE/MWESB Construction Package for each package identified for DBE/MWESB solicitation. This information will be utilized for outreach coordination and solicitation purposes. All solicitations will at a minimum comply with the DBE/MWESB & Supplier Plan requirements.

III. Solicitation Prioritization

To ensure utilization of DBE and MWESB subcontractors in the work of the Project, solicitation for all informal project packages will be prioritized as follows:

1. DBE subcontractor availability
2. MWESB subcontractor availability

3. Open Market plus DBE and or MWESB
4. Open Market

IV. Business Requirements

All subcontractors and suppliers must be currently certified with the City of Portland as an Equal Employment Opportunity (EEO) Employer. James W. Fowler Co. will require all subcontractors and suppliers to be EEO certified prior to being awarded a contract.

V. Identified Bidding Opportunities

James W. Fowler Co. has identified the following potential subcontract work, much of which will be used for DBE contract opportunities in project packages to meet the established DBE target amount for the Project:

Phase I DBE/MWESB Opportunities

*#Arborist	*#Landscape Restoration	*#Sheet Pile Steel Supply
*#Cast In Place Concrete Structures	#Lumber Supply	#Sign Supply
#Concrete Coloring / Staining	*#Metal Supply	*#Signage
*#Concrete Crushing	#Pipe Supply	*#Soil Nails / Tie Backs
#Concrete Supply	#Portable Toilets	#Street Sweeping
*#Contaminated Media Disposal	#Precast Concrete Structures / Vaults Supply	*#Surveying
*#Drop Boxes	*#Rebar Supply	*#Traffic Control
*#Electrical Services	#Recycling	*#Trucking
*#Erosion Control	*#Reinforcement Installation	Utility Locating Services
*#Excavation Services	#Retaining Wall Installation (gabion walls,)	Various Equipment Rental
*#Flagging	#Retaining Wall Installation (Sheet Pile)	
#Fuel Supply	#Rock Supply	
#Jobsite Office Supply	#Safety Supplies	

Phase II DBE/MWESB Opportunities

*#Asphalt Paving	*#Flagging	#Rock Supply
#Asphalt Sawcutting	#Fuel Supply	#Safety Supplies
*#Cast In Place Concrete Structures	#Jobsite Office Supply	#Sign Supply
*#Concrete Paving	*#Landscape Restoration	*#Signage
#Concrete Sawcutting	#Lumber Supply	*#Site Fencing
#Concrete Supply	*#Masonry - Replace Brick Pavers	*#Site Furnishings

*#Contaminated Media Disposal	#Metal Installation	*#Site Furnishings Installation
#Decking Installation	*#Metal Supply	*#Storm Sewer Utility Installation
#Decking Supply	#Mobile Welding	#Street Sweeping
*#Delivery of Rock / Backfill Material	*#Paver Bricks supply	#Striping
*#Demolition	#Pipe Supply	*#Surveying
#Disposal of Trench Spoils	#Plumbing Services	*#Traffic Control
*#Drinking Water Supply	#Portable Toilets	*#Trucking
*#Drop Boxes	#Potholing / Hydroexcavating utilities	Utility Locating Services
*#Electrical Services	#Precast Concrete Structures / Vaults Supply	Various Equipment Rental
*#Erosion Control	*#Rebar Supply	Water Utility Installation
*#Excavation Services	#Recycling	
	*#Reinforcement Installation	
	#Retaining Wall Installation (gabion walls,)	

* denotes Target DBE opportunity

denotes potential MWESB opportunity

Having already identified likely subcontracting opportunities for each phase, DBE/MWESB outreach for phase one will start during the pre-construction phase to provide advance notice to DBE's. James W. Fowler Co. will contact all certified firms by email and/or fax notifying them of the anticipated work available on the Project. Information will be posted on the James W. Fowler Co. and City of Portland, Procurement websites to facilitate ascertaining the interest of DBE's in the work of the Project. The advance notice will also be sent to key trade and business organizations that promote utilization of minorities and women in public works and DBE's. Outreach will continue during the life of the Project and will be tailored to specific opportunities made available in project packages. Continued outreach will minimize the risk of overlooking DBE/MWESB's with an interest in the Project. When the City of Portland provides confirmation to continue with phase two our process will follow the phase one outreach process.

VI. DBE Awards Target

James W. Fowler Co. commits to 6% DBE (\$242,150.61) utilization on Phase 1 (Beach Portion) of this project, based on an estimated total subcontractor/supplier value of \$677,345.00. If awarded Phase 2 (Upland Portion) in its entirety, James W. Fowler commits to 12% DBE for that portion of work, resulting in, 18% in subcontract awards to DBE firms on the entire Project. Accordingly, James W. Fowler Co. will take all reasonable steps to accomplish the target amount.

VII. Solicitation Methods

James W. Fowler Co. will procure all subcontractors in the construction of the Project using the following methods:

1. Direct Negotiations, project packages \$5,000 or less
2. Limited or Best Value Solicitations, project packages \$25,000 or less
3. Informal Solicitations, or Best Value project packages not greater than \$200,000
4. Formal Solicitations, project packages greater than \$200,000

To varying degrees, James W. Fowler Co. will utilize Direct Negotiation, Limited Solicitation, Best Value or informal Solicitation for each of our solicitation methods, with a guiding principle of maximizing DBE then MWESB participation. James W. Fowler Co. acknowledges most of the targeted (DBE/MWESB) businesses are by definition small businesses, and in order to achieve the highest level of participation on the project a variety of different approaches will be necessary depending on the scope of work and the size of the various bid packages.

With this in mind, James W. Fowler Co. will work diligently to design bid packages that enable the highest DBE/MWESB utilization potential without adversely affecting the project bid process or financial feasibility.

The following dollar thresholds and corresponding solicitation methods have been established by James W. Fowler Co. to facilitate maximum DBE then MWESB participation regardless of bid package size:

1. Direct Negotiation - where the Estimated Package Value (EPV) is not greater than \$5,000
Project packages at this level will be negotiated directly with a DBE and or MWESB subcontractor. This procurement process may be appropriately used for limited construction support services. Only one subcontractor need be solicited in this category and contract award may occur provided the bid amount is less than \$5,000 and other bid requirements are properly met.
2. Limited Solicitation or Best Value- where the EPV is not greater than \$25,000
Project packages at this level will be limited to DBE first then MWESB subcontractor competition. Only two subcontractors need be solicited in this category and contract award may occur provided the bid amount is less than \$25,000 and other bid requirements are properly met.
3. Informal Solicitation - where the EPV is greater than \$25,000 and not greater than \$200,000
Project packages at this level will not be advertised; however, solicitation will target a minimum of three DBE first and if not sufficient interest then MWESB subcontractors indicating interest in bidding the package. If no bids are received, the project package may bid to the open market.
4. Formal Open Solicitation/DBE Requirements - Required - where the EPV is greater than \$200,000
Project packages at this level will, as a minimum, be advertised in the *Daily Journal of Commerce*, *El Hispanic News*, *The Skanner*, *The Portland Observer*, *The Asian Reporter*, other DBE/MWESB publications and will be made available for posting on the City's Bureau of

Purchases web page. Posting information will be provided to the City Contract Compliance Specialist. These packages will be subject to the City's DBE/MWESB requirements regardless of subcontracting tier. Additionally, solicitation packages will be provided to the following organizations:

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

All documentation of advertisements and Good Faith Efforts (Form 1 & 2) (See Appendix 1) will be provided to the City's CCS.

James W. Fowler Co. will engage in DBE/MWESB Requirements on all packages having an EPV greater than \$200,000 and will require all subcontractors submitting a quote or a proposal to perform work in the package, regardless of tier, to meet the DBE/MWESB Program requirements.

Request for Proposal (RFP) - where the work involved requires specialized knowledge, skill, experience and expertise

Project packages that require special professional skills, knowledge, experience and expertise not included in the City's pre-qualification work classifications will be solicited through this method. RFP's will, at a minimum, be advertised in the *Daily Journal of Commerce*, *El Hispanic News*, *The Skanner*, *The Portland Observer*, *The Asian Reporter*, other DBE publications and will be made available for posting on the City's Procurement Services website. Posting information will be provided to the City Contract Compliance Specialist. These packages will be subject to the City's GFE requirements regardless of subcontracting tier.

James W. Fowler Co. will engage in DBE/MWESB Requirements on all packages having an EPV greater than \$200,000 and will require all subcontractors submitting a quote or a proposal to perform work in the package, regardless of tier, to meet the DBE/MWESB program requirements. RFP's must include criteria of a subcontractor's or supplier's diversity in contracting, such as:

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

Additionally, solicitation packages will be provided to the following organizations:

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

All documentation of advertisements and Good Faith Efforts (Form 1 &2) (See Appendix 1) will be provided to the City's CCS.

As an alternative James W. Fowler Co may use a Best Value matrix as shown below. The evaluation of Best Value will be made James W. Fowler project managers and engineers.

Sample Selection Criteria		Bidder 1	Bidder 2	Bidder 3
	Maximum Available Points	Points	Points	Points
Cost	40			
DMWESB Participation	15			
Safety Record	20			
Key Personnel / Experience	15			
Sustainability	10			
Total Points	100			

VIII. Pre-Bid Meetings

James W. Fowler Co. may conduct pre-bid meetings for any project packages with an estimated value greater than \$25,000. The purpose of the meetings is to provide clarity to bid specifications, encourage bidders to submit proposals, and to reiterate the importance of James W. Fowler Co.'s commitment to and expectations for DBE/MWESB utilization. DBE/MWESB requirements will be emphasized beginning with bids and throughout the life of the project. James W. Fowler Co. will coordinate meetings with the City Contract Compliance Specialist required to attend all Pre-bids.

IX. Accelerated Payment

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

contracts of the Project at any tier.

X. Technical/Business Assistance

James W. Fowler Co. will offer and provide the following technical assistance services to all DBE/MWESB subcontractors awarded a contract on the Project regardless of subcontracting tier:

- a) Establishing a schedule of values for the package to be performed.
- b) Cash flow projections required for successful performance of the package.
- c) Advance on progress payments consistent with the City's Accelerated Payment provisions, i.e. bi-monthly payments.
- d) Payment advance superseding the advance on progress payment provisions in those instances where prudent and appropriate to facilitate successful participation of first tier DBE/MWESB subcontractors.
- e) Establishing projected measurable capacity building elements (e.g. additional equipment, expanded expertise, improved production efficiency, etc.) anticipated as a result of participating in the capacity building component of this DBE/MWESB & Supplier Construction Plan.

XI. Pre/Post Contract Award Monitoring

James W. Fowler Co. will comply fully with the provisions of the Subcontracting Procurement Memorandum in the solicitation and award of subcontracts during the life of the Project. Prior to each solicitation, James W. Fowler Co. will allow the City Contract Compliance Specialist access to all bid proposal packages for review and comment. After solicitation but prior to subcontract award, James W. Fowler Co. will submit all bid proposal results, responses to RFP's, and other supporting documentation to the City Contract Compliance Specialist for review purposes to monitor compliance with established procurement procedures.

James W. Fowler Co. will establish and maintain contact with all participating DBE/MWESB subcontractors, regardless of tier, to monitor and coordinate efforts to prevent problems from arising and/or solve those that have arisen, which are or may contribute toward unsuccessful performance by the affected subcontractor(s). Information regarding such matters will be submitted with the Monthly Subcontractor Payment and Utilization Reports (Form 3) under separate cover to the City Contract Compliance Specialist.

XII. DBE/MWESB Replacement Policy and Procedure

While affording maximum opportunities for DBE/MWESB subcontractors to participate on the Project, it is

imperative that the overall Project production schedules be maintained. Any DBE/MWESB subcontractor on the Project deemed to warrant replacement will be terminated in accordance with the relevant contract provisions as set forth in the DBE/MWESB Bid Specifications or Plan requirements. The basis for termination will be one or more of the following with supportive documentation:

1. Inability of the company to perform the work as required
2. Refusal of the company to perform the work as required
3. Mutual agreement of James W. Fowler Co. and the company not to perform the work due to reasons beyond the control or influence of James W. Fowler Co.

James W. Fowler Co will not be permitted to substitute an MWESB without the consent of CHIEF PROCUREMENT OFFICER. Additionally, the successful bidder, regardless of tier, will not be permitted to substitute a DBE/MWESB subcontractor without the consent of James W. Fowler Co. A DBE/MWESB is considered substituted or replaced when any portion of the work identified in State of Oregon First-Tier Subcontractor Disclosure Form and Form 3 (Post Award) DBE Utilization Form of the DBE/MWESB Requirements is performed with the resources of any firm other than the DBE/MWESB. Resources include supplying the labor, supervision, material, equipment, technical and management expertise to perform the DBE/MWESB's work.

If any subcontractor is added or replaced after the bid is submitted, the successful bidder shall make good faith efforts to contract with a DBE/MWESB for the work to be performed by that subcontractor. Documentation of these efforts is required, and must be submitted to City Contract Compliance Specialist regardless of tier.

If any subcontractor is added or replaced after the bid is submitted, the successful bidder shall make good faith efforts to contract with a MWESB for the work to be performed by that subcontractor. Documentation of these efforts is required, and must be submitted to CCS. James W. Fowler Co. shall not replace any DBE/ subcontractor without the prior written consent of TriMet and the City.

XIII. Documentation, Reporting and Program Evaluation

a) Documentation

During the life of the Project, James W. Fowler Co. will document information regarding the implementation of the DBE & Supplier Program Construction Plan. Information to be documented includes all aspects of the program including but not limited to:

- The creation of DBE packages
- DBE results
- Inquiries of DBE interest in bidding, bid amounts, and contract awards
- Level of performance
- Subcontractor payments Form 3
- Subcontractor replacement requests/decisions
- Technical assistance requested/provided and/or referred to the City's technical assistance provider
- Problems and successes experienced

- Capacity building results
- Monthly Electronic Spreadsheet of MWESB Awards/Material & Major Expenditures and Supplier Purchases
- Presentations of Overall Project Progress to NAMC and OAME is expected quarterly
- Desired Charts and Graphs

XIV. Documentation, Reporting and Program Evaluation

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

- a. The creation of MWESB solicitation packages
- b. MWESB results
- c. Inquiries of MWESB interests in bidding, bid amounts, and contract awards
- d. Subcontractor & Supplier payments (Form 3)
- e. Subcontractor replacement requests/decisions
- f. Technical assistance requested/provided and/or referred
- g. Problems and successes experienced(mentorship)
- h. Capacity building results
- i. Monthly Electronic Spreadsheet of MWESB Awards/Material & Major Expenditures and Supplier Purchases
- j. Presentations of Overall Project Progress to NAMC and OAME is expected quarterly
- k. Desired Charts and Graphs

XV. Appendix

City of Portland Good Faith Effort (GFE) Program

Construction Manager/General Contractor (CMGC) Workforce Training & Hiring Program Specifications

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CMGC)
CITY OF PORTLAND GOOD FAITH EFFORT (GFE) PROGRAM
SUBCONTRACTOR AND SELF-PERFORM WORK LIST

(FORM 1)

NOTE: IF THE BIDDER IS NOT USING ANY SUBCONTRACTORS ON THIS PROJECT, THE BIDDER SHALL WRITE "SELF-PERFORMING ALL WORK" ON THE FORM

Bidder Name:

Total Bid Amount:

Bid Number:

Project Name:

BIDDER SELF-PERFORMING: Shall identify below ALL identified GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required. The City will not consider untimely or unsolicited subcontractor amounts in its award decision that do not comply with the Good Faith Effort Program.

GFE DOW BIDDER WILL SELF-PERFORM (GFE not required)

BIDDERS SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS, including those M/W/ESBs that you intend to use on the project. If this bid includes Bid Alternates for additional work, follow the same instructions as above.

LIST ALL SUBCONTRACTORS BELOW (Print Legibly) Use <u>correct legal name</u> of Subcontractor	GFE AND OTHER DOW (Painting, electrical, landscaping, etc.) Shall list ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified MBE/WBE/ESB Subcontractor		
			Check box <input checked="checked" type="checkbox"/>	MBE	WBE
Name Address City/St/Zip Phone# Fax# OCCB# FED ID#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# Fax # OCCB# FED ID#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# Fax # OCCB# FED ID#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Failure to submit this form with the bid or by 4:00 p.m. on the day of the bid opening will result in the bid being non-responsive and the bid will be rejected. Completed form may be faxed to: 503-823-6865. The City of Portland is not responsible for delays or problems with fax transmission.


GFE SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM 1) cont'd

Bidder Name:

Total Bid Amount:

Bid Number:

Project Name:

LIST ALL SUBCONTRACTORS BELOW (Print Legibly)	GFE AND OTHER DOW (Painting, electrical, landscaping, etc.) Shall list ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified MBE/WBE/ESB Subcontractor		
Use <u>correct legal name</u> of Subcontractor			Check box 		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# Fax # OCCB# FED ID#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# Fax # OCCB# FED ID#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# Fax # OCCB# FED ID#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# Fax # OCCB# FED ID#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# Fax # OCCB# FED ID#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# Fax # OCCB# FED ID#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Bidder Name:

(FORM 2)

Bid Number:

Bidders shall record their contacts with MBE/WBE/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	GFE Divisions of Work Use list provided for areas of subcontracting. (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

Failure to submit this form (or equivalent) by 4:00 p.m. on the day after bid opening will result in the bid being non-responsive and the bid will be rejected.

If an equivalent form is used, it shall include all information requested on this form as required. Completed form may be faxed to: 503-823-6865. The City of Portland is not responsible for delays or problems with fax transmission.

MONTHLY SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT (FORM 3 - MUR)

☐ I am a Sub submitting amounts
I've paid to my subs

YES ☐ NO ☐

SECOND TIER PAYMENTS TO SUBCONTRACTORS SHALL BE INCLUDED ON THIS REPORT

[illegible]

*** CHANGES TO CONTRACT: Before replacing, substituting, or adding any subcontractor, please contact the Chief Procurement Officer / Project Manager ***

Please note: Instructions for completing this report are available on the next page.

BY SIGNING BELOW, I HEREBY CERTIFY THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Submit with request for Progress Payment or by the 15th of the month to Project Manager & City of Portland, Procurement Services, 1120 SW 5th Av, Room 750, Portland, OR 97204 (fax: 503-823-6865)

**INSTRUCTIONS FOR COMPLETING THE MONTHLY SUBCONTRACTOR PAYMENT &
UTILIZATION REPORT**

1. BID NUMBER: City of Portland Bid Number.
2. CONTRACT NUMBER: City of Portland contract number.
3. CONTRACTOR NAME: Name of submitting the MUR. Indicate by checking the box whether you are the Prime or a Subcontractor listing payments to your Subs.
4. PRIME CONTRACT AMOUNT: Total dollar amount.
5. MONTH END DATE: Indicate the month end date you are reporting payments for (i.e. 6/30/08; 07/31/08; 08/31/08, etc).
6. PROJECT NAME: As indicated on the contract documents.
7. PROGRESS REPORT NUMBER: Enter report No.1 for the first report submitted and subsequent numbers for reports submitted thereafter.
8. ARE YOU BEING PAID TWICE PER MONTH?: Indicate whether you are being paid twice per month per the City's Standard Construction Specifications.
9. IS THIS YOUR FINAL MUR?: Please check whether or not this is your final MUR, indicating that all Subcontractors have been paid.
10. ALL SUBCONTRACTORS LISTED ON SUBPLAN: Names of all Subcontractors (not suppliers) listed on the Contractor's original subcontract plan (Form 1) submitted at bid time.
11. CHECK IF SECOND TIER SUBCONTRACTOR
12. ORIGINAL AWARD AMOUNT (From Form 1 at bid time): Indicate the dollar amount shown on the Form 1 for each subcontractor at bid time.
13. AMENDED SUBCONTRACT AMOUNT: This amount should show the current subcontract amount as it changes throughout the project, reflecting additions or deletions of work.
14. MONTHLY AMOUNTS: Please list dollar amount of retainage with-held and actual payment amount (excluding retainage) for the month.
15. PROJECT TOTALS TO DATE: The cumulative retainage with-held and total payments (excluding retainage) made to date for each Subcontractor.

Completed form may be faxed to: 503-823-6865 or emailed to CCS assigned to project.

EXHIBIT C

James W. Fowler Co.



General Contractors

12775 Westview Drive, Dallas, OR 97338
PH: (503) 623-5373 FAX: (503) 623-9117

SOUTH WATERFRONT GREENWAY WORKFORCE TRAINING & HIRING PLAN (TASK NO. 13.i)

James W. Fowler Co.'s objective on the South Waterfront Greenway Project (Project) will be to fully comply with the attached City of Portland (City) South Waterfront Central District Workforce Training & Hiring Program Requirements (Exhibit B). The content of this plan describes how James W. Fowler Co. will not only comply, but will endeavor to enhance results consistent with City workforce objectives in constructing the Project.

The recruitment and retention of apprentices to comply with the contract provisions requiring 20% apprentice hours by trade, and the goal of a project workforce composition that reflects 15% women and 20% minority will be accomplished by working with the City Contract Compliance Specialist, construction industry, minority and women trade associations, and community organizations.

I. PROGRAM GOAL

The purpose of the Workforce Training & Hiring Program is to build a diverse construction workforce that includes minorities and women in the construction trades, and to help them progress through the trades from trainee (apprentice) to journey worker. These participants are to be afforded the same opportunities, such as standardized training or wage and benefits packages, as any other trainee or apprentice participating in the contractor's workforce.

The Project provides training opportunities to accomplish hiring and training objectives. The objective of the plan is to not only recruit and train, but to retain and graduate. Major subcontractor project packages may allow for apprenticeship training opportunities as well.

James W. Fowler Co. will comply with the workforce requirements on all project work that it self performs and will meet or exceed the 20% apprentice work hours. James W. Fowler Co. will also make good faith efforts to recruit and retain a diverse workforce composition that reflects 15% women and 20% minority. Work performed by all subcontractors with a contract value of \$100,000 or more will be subject to the requirements of this plan, and will be monitored for compliance. James W. Fowler Co. will work with union and non-union subcontractors alike to assure compliance with the City program requirements and apprenticeship standards.

II. EEO CERTIFICATION

James W. Fowler Co. is certified as an Equal Employment Opportunity (EEO) Affirmative Action Employer by the City, and will require all subcontractors bidding work on the Project to be EEO certified before contract award and performing any work on the Project.

III. CONTRACTOR SELF-PERFORMED WORK

- a. Hiring Needs - Within 15 calendar days of contract award, James W. Fowler Co. will complete and submit to the City Contract Compliance Specialist a Projected Hiring Needs Form (Exhibit 2) for work in the project that it will self-perform.
- b. Registered Training Agent - Prior to beginning on-site work James W. Fowler Co. will submit proof of registration as a Training Agent with the Bureau of Labor & Industry (BOLI) Apprenticeship & Training Division and with the City Contract Compliance Specialist.
- c. Placement - James W. Fowler Co. will notify the City Contract Compliance Specialist when an apprentice is hired.
- d. Apprenticeship Compliance - James W. Fowler Co. will ensure that a minimum of 20% labor hours in each apprenticed trade on work self-performed by James W. Fowler Co. and subcontractors on packages of \$100,000 or more are worked by state-registered apprentices.
- e. Diversity Workforce Compliance - James W. Fowler Co. will make all reasonable and necessary efforts to employ a workforce on work that it self-performs that reflects the 15% women and 20% minority. This will include recruitment of a diverse workforce from the Northwest College of Construction and other community resources working with the College to recruit and retain a diverse pool of workers for dispatch.
- f. Documentation - James W. Fowler Co. will maintain written documentation of all requests for workers from apprenticeship programs, labor and trade associations, community organizations and the City Contract Compliance Specialist.
- g. Reporting - James W. Fowler Co. will complete and submit the Monthly Employment Report (Exhibit 4) to the City Project Manager and City Contract Compliance Specialist by the 5th of each month. The report will be submitted electronically via electronic mail.

IV. SUBCONTRACTORS, AWARDS OF \$100,000 OR MORE

- a. Hiring Needs - Within 5 days of signing the subcontract agreement or prior to beginning work on the project (whichever is first), James W. Fowler Co. will require the subcontractor to complete and submit a Projected Hiring Needs Form (Exhibit 2) to be forwarded to the City Contract Compliance Specialist.

- b. Registered Training Agent - Prior to beginning on-site work the subcontractor will submit to James W. Fowler Co. proof of registration as a Training Agent with the BOLI Apprenticeship & Training Division to be forwarded to the City Contract Compliance Specialist.
- c. Placement - The subcontractor will notify James W. Fowler Co. and the City Contract Compliance Specialist when an apprentice is hired.
- d. Apprenticeship Compliance - The subcontractor will be provided a copy of the City's Workforce Training & Hiring Program and will be offered assistance to ensure that a minimum of 20% of labor hours in each apprenticed trade performed by the subcontractor are worked by state-registered apprentices.
- e. Diversity Workforce Compliance - The subcontractor will be required to make all reasonable and necessary efforts to employ a workforce on work that it self-performs that reflects the 15% women and 20% minority. This will include recruitment of a diverse workforce from unions, apprenticeship programs and other community resources.
- f. Documentation - The subcontractor will be required to complete and submit written documentation of all requests for workers from labor and trade associations, unions, apprenticeship programs and community organizations. James W. Fowler Co. will submit electronic copies via electronic mail to the City Contract Compliance Specialist.
- g. Reporting - The subcontractor will be required to complete and submit the Monthly Employment Report (Exhibit 4) to James W. Fowler Co. by the 3rd of each month. James W. Fowler Co. will submit electronic copies via electronic mail to the City Contract Compliance Specialist by the 5th of each month.

V. APPROACH

The program will focus on identifying and assessing training opportunities and recruiting minorities and women for these apprenticeships. The primary emphasis will be placed on maximizing the use of existing resources to accomplish the objectives of the Workforce Training & Hiring Program. Resources may include construction industry organizations, apprenticeship programs, organized labor, construction contractors, and project management staff. The primary objective will be to maximize opportunities for minorities and women that are actively interested in participating or have in the recent past participated as trainees or apprenticeship participants in construction.

James W. Fowler Co. will first identify any potential upcoming training opportunities as early as possible and determine which opportunities fall within the apprenticed trades. This will enable James W. Fowler Co. to project and quantify the need for trainees over a period of time. The target trades include but are not limited to laborers, equipment operators, and carpenters. The assessment and projection of actual apprentice opportunities will be completed after project plans and specifications are finalized and prior to any on-site performance. Once the project is assessed for the availability of specific apprenticeship training, James W. Fowler Co. will be able to begin conducting craft specific outreach and recruitment efforts. James W. Fowler Co. will conduct outreach services to recruit minorities and women for anticipated

training opportunities. The source of recruitment will come from the Northwest College of Construction and other community resources working with the College to recruit and retain a diverse pool of workers for dispatch.

Tracking Results: By the 15th of each month, the City Contract Compliance Specialist will provide James W. Fowler Co. with a report of James W. Fowler Co.'s compliance with the 20% apprentice hours and diversity requirements.

James W. Fowler Co. will track labor hours monthly to determine the status of all contractors for compliance with the Workforce Training & Hiring provisions, including James W. Fowler Co. self-performed work and subcontractors with awards of \$100,000 or more. The tracking will identify which contractors are compliant with the 20% apprentice hours and diversity requirements versus those that are not. James W. Fowler Co. will take remedial steps to bring any non-compliant subcontractors into compliance and document all efforts to fully comply with the provisions.

In an effort to track the success of apprentices on the Project quarterly, James W. Fowler Co. will request from the dispatch source the status of the apprentice's progression toward journey status for all work self performed in which the apprentice participated. James W. Fowler Co. will likewise request the same status report of its subcontractors that employed apprentices. This information will be compiled and submitted to the City Contract Compliance Specialist during the month following the end of the quarter.

VI. ROLES

James W. Fowler Co. will function in two distinct capacities: as an employer and trainer on work that it self-performs, and as the project manager. In its project management role, James W. Fowler Co. will be responsible for monitoring and enforcing program requirements and will work closely with the City Contract Compliance Specialist to assure understanding of and compliance with the program requirements. James W. Fowler Co. and the City Contract Compliance Specialist will present at pre-bid meetings the City's workforce requirement specifications in the outline shown on the following page. All subcontractors will be expected to fully comply with the City's Workforce Training & Hiring Program.

WORKFORCE TRAINING & HIRING PROGRAM OUTLINE

South Waterfront Greenway Project

Components

- Applicable on all subcontracts, regardless of tier, \$100,000 and up
- 20% of work hours in apprentice able trades performed by state-registered apprentices
- Written documentation of all requests for workers
- Employ diverse workforce reflecting 15% women and 20% minority
- Proof of registration as BOLI Training Agent before starting work
- Submit Exhibit 2, Projected Hiring Needs, before contract award or as otherwise designated

Post-Award Requirements

- Submit copy of "A" level EEO certification letter, *or*
- Submit written documentation of good faith recruitment efforts and comply with Section III F and G requirements (For use when contractor does not have an "A" level certification):

Section III F, Use of Apprenticeship Programs for Referrals

1. Contact appropriate apprenticeships or dispatch centers to request apprentices; and
2. Contact union or open shop apprenticeships if necessary to comply with EEO; and
3. Document requests including name of apprenticeship contact person, phone, fax, date, time, job location, etc.; and
4. Contact community organizations/recruitment sources if necessary.

Section III G, Utilize Unions & Community Organizations When Recruiting for Any Position

1. Request minority and female applicants; and
2. Document employment efforts and requests made to fill positions; and
3. Provide documentation to the City if requested.

- Notification to Program when apprentice is hired.
- Submit Monthly Employment Report (MER) on the 5th of each month.

Non-Compliance Consequences

- Progress payments withheld until breach remedied
- Assess damages for failure to comply at \$250 per day for missed apprenticeship hours or until breach of contract is remedied
- Damages may be assessed for noncompliance with Section III, F and G.
- Damages are independent of any liquidated damages due to delay in project caused by noncompliance with the workforce provisions
- Other applicable damages may apply as per the contract
- Possible debarment notification for noncompliance

Records Review

- Owner entitled to review the books and records when contractor is reasonably believed to be in violation of the requirements
- Failure to allow review of the books and records constitutes a material breach for which Section IV remedies may be imposed.

	Qty	Unit	Unit Cost	Total Cost	Assumptions
1 Demolition					
1.1 Clear & Grub	40374	SF	\$ 1.84	\$ 74,414.18	Clear & Grub to a depth of 18", Haul spoils to Tigard, Chip trees and use chips for erosion control
1.2 Strip Lawn	38014	SF	\$ 0.66	\$ 24,975.35	Strip Lawn to a depth of 6", Haul Spoils to Tigard
1.5 Remove Concrete to average 12"	9417	SF	\$ 3.11	\$ 29,328.21	Can break off tops of Concrete Debris versus having to remove entire structure
1.7 Remove exist conc rubble, slurry & Boulders	6550	SF	\$ 1.79	\$ 11,737.94	Remove only to subgrade, No Excavation Below Subgrade
1.8 Chip back concrete Slurryto approx 1:1 Slope	2184	SF	\$ 4.99	\$ 10,903.17	
1.9 Remove Existing Trees	4	Each	\$ 203.24	\$ 812.97	Remove only trees designated on plans for removal, Can run through chipper and use chips for erosion control
Total Demolition				\$ 152,171.81	
2.1 Erosion Control					
2.1.1.1 Sediment Curtain	1520	LF	\$ 41.01	\$ 62,335.16	Upgrade Sediment curtain to accommodate greater depth, construct per detail 2 sheet EC1.2
2.1.1.2 Silt Fence	2240	LF	\$ 5.01	\$ 11,215.77	Per Plan sheets EC 1.0, EC 1.1, and EC 1.2
2.1.1.5 Inlet Protection	20	Each	\$ 142.96	\$ 2,859.17	Per detail 5 sheet EC1.2
2.1.1.6 Temporary Wheel Wash	1	Each	\$ 47,654.04	\$ 47,654.04	Upgraded wheel wash to self contained portable unit to meet project needs
2.1.1.7 Construction Entrance	1	Each	\$ 4,394.98	\$ 4,394.98	Per Plan sheets EC 1.0, EC 1.1, and EC 1.2
Total Erosion Control				\$ 128,459.13	
2.2 Mass Excavation & Backfill					
2.2.1.1 Fill Material	2500	TN	\$ 12.45	\$ 31,125.00	Imported Granular material, Meeting compaction requirements of Specification section 31 2000. 3.18.C.1-4 Excavate to design subgrade, Prep subgrade in accordance with 31 2000.3.18.C.2, No provisions for unsuitable subgrade, Assumes period of low water to perform work. No dewatering provisions included, Haul off export to Tigard, Max depth of test pit 12' (No dewatering). Native soils placed back in test pit no provisions for structural fill or haul off for test pits.
2.2.2.2 Boulder Wall Path	2754	SF	\$ 1.31	\$ 3,621.06	Test pits done in areas that do not require structural fill Excavate to design subgrade, Prep subgrade in accordance with 31 2000.3.18.C.3, No provisions for unsuitable subgrade, Assumes period of low water to perform work. No dewatering provisions included, Haul off export to Tigard, Max depth of test pit 12' (No dewatering). Native soils placed back in test pit no provisions for structural fill or haul off for test pits.
2.2.2.3 Box Planters	8515	SF	\$ 7.48	\$ 63,683.15	Test pits done in areas that do not require structural fill Excavate to design subgrade, Prep subgrade in accordance with 31 2000.3.18.C.3, No provisions for unsuitable subgrade, Assumes period of low water to perform work. No dewatering provisions included, Haul off export to Tigard, Max depth of test pit 12' (No dewatering). Native soils placed back in test pit no provisions for structural fill or haul off for test pits.
2.2.2.6 Confined Planting	8737	SF	\$ 6.86	\$ 59,910.84	Haul off export to Tigard Excavate to design subgrade, Prep subgrade in accordance with 31 2000.3.18.C.3, No provisions for unsuitable subgrade, Assumes period of low water to perform work. No dewatering provisions included, Haul off export to Tigard, Max depth of test pit 12' (No dewatering). Native soils placed back in test pit no provisions for structural fill or haul off for test pits.
2.2.2.8 Landscape	26292	SF	\$ 1.96	\$ 51,560.47	Haul off export to Tigard Excavate to design subgrade, Prep subgrade in accordance with 31 2000.3.18.C.3, No provisions for unsuitable subgrade, Assumes period of low water to perform work. No dewatering provisions included, Haul off export to Tigard, Max depth of test pit 12' (No dewatering). Native soils placed back in test pit no provisions for structural fill or haul off for test pits.
2.2.2.9 Northern Upland	4054	SF	\$ 4.68	\$ 18,980.81	Haul off export to Tigard Excavate to design subgrade, Prep subgrade in accordance with 31 2000.3.18.C.3, No provisions for unsuitable subgrade, Assumes period of low water to perform work. No dewatering provisions included, Haul off export to Tigard, Max depth of test pit 12' (No dewatering). Native soils placed back in test pit no provisions for structural fill or haul off for test pits.
2.2.2.10 Reactive Core Mat/Beach	25945	SF	\$ 6.51	\$ 168,904.50	Test pits done in areas that do not require structural fill Excavate to design subgrade, Prep subgrade in accordance with 31 2000.3.18.C.3, No provisions for unsuitable subgrade, Assumes period of low water to perform work. No dewatering provisions included, Haul off export to Tigard, Max depth of test pit 12' (No dewatering). Native soils placed back in test pit no provisions for structural fill or haul off for test pits.
2.2.2.11 Reinforced Soil	9056	SF	\$ 4.92	\$ 44,524.98	Haul off export to Tigard Excavate to design subgrade, Prep subgrade in accordance with 31 2000.3.18.C.3, No provisions for unsuitable subgrade, Assumes period of low water to perform work. No dewatering provisions included, Haul off export to Tigard, Max depth of test pit 12' (No dewatering). Native soils placed back in test pit no provisions for structural fill or haul off for test pits.
2.2.2.12 Reinforced Turf	2144	SF	\$ 2.42	\$ 5,199.06	Haul off export to Tigard Excavate to design subgrade, Prep subgrade in accordance with 31 2000.3.18.C.3, No provisions for unsuitable subgrade, Assumes period of low water to perform work. No dewatering provisions included, Haul off export to Tigard, Max depth of test pit 12' (No dewatering). Native soils placed back in test pit no provisions for structural fill or haul off for test pits.
2.2.2.13 Rip Rap Slope	19390	SF	\$ 4.81	\$ 93,206.94	Excavate to design subgrade, Prep subgrade in accordance with 31 2000.3.18.C.3, No provisions for unsuitable subgrade, Assumes period of low water to perform work. No dewatering provisions included, Haul off export to Tigard, Max depth of test pit 12' (No dewatering). Native soils placed back in test pit no provisions for structural fill or haul off for test pits.
2.2.2.14 Upland Soil	10000	SF	\$ 1.09	\$ 10,876.87	Haul off export to Tigard, import fill material

2.2.3	Special Handling Soils	246 CY	\$	181.73	\$	44,706.29	Excavate areas within Phase 1 work area and identified in Hart Crowser drawings CE 1.0 & CE 1.1 to Maximum 2' depth. Export materials to Hillsboro, backhaul fill material. Area at station 107+20 to 109+50 is only on the river side of the existing AC Path
2.2.4	2' Engineered Cap	4333 SF	\$	4.09	\$	17,727.07	Excavate to Subgrade (no provision for unsuitable subgrade) Haul excavated Material to Tigard. Place Demarcation barrier over subgrade, Place 2' of clean soil.
2.2.5	Datum Rock Beach Scour Monitoring Device	6 Each	\$	300.00	\$	1,800.00	Per detail R sheet CE3.2
2.2.7	Planted Bank Cap Monitoring Plate	7 Each	\$	300.00	\$	2,100.00	Per detail L sheet CE3.1
Total Mass Excavation & backfill					\$	617,927.05	
2.3 Slope Stabilization							
2.3.1.1	Lawn	54017 SF	\$	1.16	\$	62,680.90	Restore Disturbed areas by replanting and establishing lawn
2.3.1.2	Planting Area 2'	16718 SF	\$	2.70	\$	45,202.56	24" Imported clean soil per detail E Sheet CE3.0
2.3.1.3	Vault Wall Planting Soil	1123 CY	\$	52.10	\$	58,509.39	Soil mix per detail 1 sheet L7.8
2.3.1.4	Reinforced Soil	15441 SF	\$	12.18	\$	188,125.32	Per Detail 2 sheet C5.0 100% plans dated March 14, 2012: Water level will allow installation without installing dewatering measures
2.3.1.5	Class 2 Rip Rap Slope	6796 SF	\$	11.78	\$	80,076.86	Per Detail 1 sheet C5.0 100% plans dated March 14, 2012; Water level will allow installation without installing dewatering measures
2.3.1.6	Class 3 Rip rap Slope	10441 SF	\$	14.57	\$	152,134.06	Per Detail 1 sheet C5.0 100% plans dated March 14, 2012; Water level will allow installation without installing dewatering measures
2.3.1.7	Beach	25621 SF	\$	4.55	\$	116,482.87	Per Detail 4 sheet C5.0 100% plans dated March 14, 2012: Water level will allow installation without installing dewatering measures; Built on top of Reactive core mat
2.3.1.8	Boulder Walls At Ramp	220 LF	\$	33.89	\$	7,456.26	Per detail 3 sheet L7.5 100% plans dated March 14, 2012: Water level will allow installation without installing dewatering measures; Only one row (both height & depth) of boulders each side of ramp
2.3.1.9	Topsoil Between Gabions & Utility Vault Wall	311 CY	\$	38.98	\$	12,122.22	Per Detail 6 sheet C5.0 100% plans dated March 14, 2012
2.3.1.10	Matting Coir 700	15441 SF	\$	0.92	\$	14,256.39	Per Detail 2 sheet C5.0 100% plans dated March 14, 2012: Water level will allow installation without installing dewatering measures
2.3.2	Drain Rock between lower & upper vault wall courses 4"	450 CY	\$	51.98	\$	23,390.30	Per detail 3 sheet S1.1.
2.3.3	Class 1 Rip Rap Gabion Toe to Utility Vault	414 CY	\$	74.28	\$	30,752.46	Per Detail 6 sheet C5.0 100% plans dated March 14, 2012
2.3.4	Laminated Reactive Core Mat	25621 SF	\$	2.14	\$	54,828.94	Lay directly over subgrade, no subgrade improvements needed. Overlap seems per manufacturer's instructions, JWF crews certified to install. Owner to furnish Reactive Core Mat materials.
Total Slope Stabilization					\$	846,018.54	
3 Hardscape							
3.1	Bike Paths	1500 SF	\$	6.69	\$	10,037.88	Install temp pathway per detail 2 sheet L7.0. No overexcavation or subgrade stabilization
3.7	Concrete Ramp to water	1080 SF	\$	14.30	\$	15,438.87	Construct per detail 1 sheet L7.0. No overexcavation or subgrade stabilization
3.15	Osprey Pole base	1 LS	\$	6,801.56	\$	6,801.56	
Total Hardscape					\$	32,278.31	
4 Site Walls							
4.1	Precast Vault Wall	133 EA	\$	1,995.58	\$	265,412.14	Built per details sheet S1.0, No obstructions for soil nails, Grade beam per detail 4 sheet s1.1, Utility vault to purchase 3 extra forms to meet production requirements, coloring added to river side of vaults only, 8" section of base rock under vaults, No dewatering provisions, River level is low enough to build wall. Owner to furnish vaults.
4.2	Sheet Pile Walls	1 LS	\$	412,861.23	\$	412,861.23	No obstructions, River level supports sheetpile construction, No dewatering provisions for access. Depth 1.5 times the cantilevered height. No pre drilling
4.3	Gabion Wall System	2965 SF	\$	32.25	\$	95,609.11	2' Max embedment of Gabion walls, Recycled concrete fill used to fill gabions
4.8	Safety Rail @ top of Gabions	558 LF	\$	45.20	\$	25,220.00	Buy American required/ Stainless Steel. Per detail 3 sheet I7.3
4.1	CIP Retaining Wall @ Gibbs	1 LS	\$	10,000.00	\$	10,000.00	
Total Site Walls					\$	809,102.48	

5 Landscaping					
5.1 Irrigation	1 LS	\$	170,000.00	\$	170,000.00 Trench spoils must be hauled to Tigard. Import trench backfill
5.2 Planting	1 LS	\$	170,000.00	\$	170,000.00 All planting to take place prior to June 1, 2013
5.3 Lawns	1 LS	\$	20,000.00	\$	20,000.00
5.4 Maintenance	1 LS	\$	81,280.00	\$	81,280.00 Per specifications
Total Landscaping				\$	441,280.00
6 Utilities					
6.2 Area Drain	3 Each	\$	1,082.84	\$	3,248.52 Area Drain per detail 2 sheet C5.1. 6" base rock section. No provisions for over excavation or dewaterings.
6.3 Distribution Box	3 Each	\$	1,146.11	\$	3,438.34 Distribution Box per detail 4 sheet C5.1. 6" base rock section. No provisions for over excavation or dewaterings.
6.5.4 6" Storm	73 LF	\$	55.36	\$	4,041.50 Groundwater not contaminated, can use sump pumps to dewater trench. No provisions for over excavation or subgrade stabilization. Imported backfill, rock around pipe zone. Trench Spoils exported to Tigard
6.5.6 level spreader (4" Perf Pipe)	150 LF	\$	41.03	\$	6,154.25 Groundwater not contaminated, can use sump pumps to dewater trench. No provisions for over excavation or subgrade stabilization. Imported backfill, rock around pipe zone. Trench Spoils exported to Tigard
6.7 Water	1 Each	\$	3,556.93	\$	3,556.93 City provides & installs water meter. City repairs any AC or concrete damaged by water meter install. Same meter used for irrigation service. All spoils go to Tigard, Trenches backfilled with rock
Total Utilities				\$	20,439.54
7 Electrical					
					Reduced Scope!! Based off of 100 % drawings dated 3/14/2012. Engineer will need to define scope better. DBE designation; All trenching spoils exported to Tigard, Trench backfill imported. Material must meet requirements of 31 2000.3.18.C.4. Any water in trench that is removed is not considered contaminated (water required to be removed per spec 26 0500.3.2.B) Standard trench patching included. No 1/2 street , full street improvements included, No provisions for grind & inlay or overlay included. Vaults installed on 6" base rock. No over excavation or subgrade stabilization included
7.1 Electrical Subcontractor	1 LS	\$	30,000.00	\$	30,000.00
7.2 Electrical Trenching	1000 LF	\$	24.27	\$	24,270.22
7.3 Electrical Vaults & Light Bases	1 LS	\$	7,500.00	\$	7,500.00
Total Electrical				\$	61,770.22
11 Mobilization					
11.1 Superintendant	8 Month	\$	8,849.48	\$	70,795.82
11.2 Project Engineer	8 Month	\$	7,298.28	\$	58,386.24
11.3 Temporary Utilities	8 Month	\$	3,055.00	\$	24,440.00
11.4 Minimum Charge Equipment	8 Month	\$	21,021.00	\$	168,168.00
11.5 Survey	1 LS	\$	30,000.00	\$	30,000.00
11.6 Shoring	1 LS	\$	15,256.00	\$	15,256.00
11.7 Temporary Access road	1 LS	\$	19,202.59	\$	19,202.59
11.8 Purchasing Parking on River Parkway	110 Day	\$	132.00	\$	14,520.00
11.9 crew Parking	8 Month	\$	1,000.00	\$	8,000.00
11.1 Permit fees	1 LS	\$	5,000.00	\$	5,000.00
Bond & Insurance	1 LS	\$	-	\$	-
Total Mobilization				\$	413,768.65

Total Project Hard Costs	\$	3,523,215.73
CM/GC Fee (Lump Sum)	\$	<u>336,467.10</u>
Subtotal	\$	3,859,682.83

13 Identified Contingencies

13.1 Wash Windows on High Rises	1 LS	\$	-	\$	-
13.2 Private Street Restoration	1 LS	\$	-	\$	-
13.3 CM/GC Construction Contingency	1 LS	\$	176,160.79	\$	<u>176,160.79</u>
Guaranteed Maximum Price (GMP)		\$			4,035,843.62

Unit Price Alternate Budget Items (Including CM/GC Fee)

12.1 Additional Exc & Fill Special Handling Soils	1 TN	\$	126.50
12.2 Additional Fill Material	1 TN	\$	29.22
12.3 Additional Exc & Fill Managed Soils	1 TN	\$	75.55
12.4 Existing AC Repair 2" section	1 SF	\$	3.06
12.6 Dispose of Sorted Debris (per 20 CY Dumpster)	1 Dumpster	\$	660.00
12.7 Cost for second shift	1 Day	\$	4,051.50

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Agenda No.
REPORT NO.
Title

4

Accept Guaranteed Maximum Price of \$4,035,843.62 from James W. Fowler Co. for the construction of the South Waterfront Greenway Improvements Project (Procurement Report - RFP Number 112508)
No,

INTRODUCED BY Commissioner/Auditor: <i>K. Quinn</i> on behalf of Mayor Adams Mayor	CLERK USE: DATE FILED <u>MAY 24 2012</u>
COMMISSIONER APPROVAL	LaVonne Griffin-Valade Auditor of the City of Portland
Mayor—Finance and Administration - Adams	
Position 1/Utilities - Fritz	
Position 2/Works - Fish	By: <i>Susan Parsons</i> Deputy
Position 3/Affairs - Saltzman	
Position 4/Safety - Leonard	ACTION TAKEN:
BUREAU APPROVAL	MAY 30 2012 'ACCEPTED PREPARE CONTRACT
Bureau: Procurement Services Bureau Head: Christine Moody <i>CM</i>	
Prepared by: Kathleen Brenes-Morua Date Prepared: May 22, 2012	
Financial Impact & Public Involvement Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/>	
Council Meeting Date May 30, 2012	
City Attorney Approval	

AGENDA
TIME CERTAIN <input type="checkbox"/> Start time: _____ Total amount of time needed: _____ (for presentation, testimony and discussion)
CONSENT <input type="checkbox"/>
REGULAR <input checked="" type="checkbox"/> Total amount of time needed: 20 Minutes (for presentation, testimony and discussion)

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
		YEAS	NAYS
1. Fritz	1. Fritz	<input checked="" type="checkbox"/>	
2. Fish	2. Fish	<input checked="" type="checkbox"/>	
3. Saltzman	3. Saltzman	<input checked="" type="checkbox"/>	
4. Leonard	4. Leonard	<input checked="" type="checkbox"/>	
Adams	Adams	<input checked="" type="checkbox"/>	