

EXHIBIT A, WASHINGTON PARK RESERVOIR IMPROVEMENTS, GMP

CONTRACTOR: HOFFMAN CONSTRUCTION COMPANY

SAP PROJECT # W01402
DATE: As of APRIL 1, 2016

Spec	Description	Project Cost	Cost/Division
DIVISION 1 -- JOB REQUIREMENTS			\$339,588
DIVISION 2 -- EXISTING CONDITIONS			\$1,580,261
DIVISION 3 -- CONCRETE			\$20,930,578
DIVISION 4 -- MASONRY			\$23,600
DIVISION 5 -- METALS			\$2,123,990
DIVISION 7 -- THERMAL AND MOISTURE PROTECTION			\$1,627,993
DIVISION 8 -- DOORS AND WINDOWS			\$131,598
DIVISION 9 -- FINISHES			\$175,000
DIVISION 10 -- SPECIALTIES			\$1,110
DIVISION 11 -- EQUIPMENTw/ Mechanical			\$0
DIVISION 12 -- FURNISHINGS			\$10,000
MECHANICAL SERVICES SUBGROUP			\$6,911,442
ELECTRICAL SERVICES SUBGROUP			\$6,491,740
SITE / INFRASTRUCTURE SUBGROUP			\$51,477,137
DIVISION 41 -- MATERIAL PROCESSING AND HANDLING EQUIPMENT			\$163,750
DIVISION 43 -- PROCESS GAS AND LIQUID HANDLING EQUIPMENT w/ Mechanical			\$0
DIVISION 44 -- POLLUTION CONTROL EQUIPMENT w/ Mechanical			\$0
SUBTOTAL DIVISIONS OF WORK		\$91,987,787	\$91,987,787
GENERAL CONDITIONS/INSURANCE			
General Conditions (including flagging, reader brds., & security)		\$20,886,635	
Sub-guard program w/ fee		\$0	
Hoffman Performance and Payment Bond		\$1,675,000	
Builder's risk (Excluded--By PWB OCIP)		\$0	
SUBTOTAL GENERAL CONDITIONS/INSURANCE		\$22,561,635	\$22,561,635
TOTAL CONSTRUCTION SERVICES CONTRACT COST (Original Reimbursable Costs):		\$114,549,422	\$114,549,422
Change Order Section			
CO1			
COx			
SUBTOTAL OF CHANGE ORDERS ONLY:			\$0
REVISED TOTAL CONSTRUCTION SERVICES CONTRACT COST (Revised Reimbursable Costs):			\$114,549,422
CMGC FEE			
CMGC FEE (on original reimbursable costs)		\$8,023,790	\$8,023,790
CMGC FEE (on Revised Reimbursable costs based on change orders) - Divisions of Work and General Conditions			
CO1	CM/GC Fee		
COx	CM/GC Fee		
SUBTOTAL OF CMGC FEE :			\$8,023,790
REVISED CONSTRUCTION SERVICES and CM/GC FEE:			\$122,573,212
ESCALATION/INFLATION - Contingency			
LABOR INFLATION (9% to 2019)		\$5,154,724	
VISIBLE FEATURES BUYOUT ESCALATION and STAGE 4 EROSION CONTROL (6% for Yrs. 2022 thru 2024)		\$905,868	
MATERIAL ESCALATION/INFLATION (9% =July 2016 - June 2020)		\$5,154,724	
SUBTOTAL OF ESCALATION/INFLATION - Contingency		\$11,215,316	\$11,215,316

EXHIBIT A, WASHINGTON PARK RESERVOIR IMPROVEMENTS, GMP**CONTRACTOR: HOFFMAN CONSTRUCTION COMPANY**

SAP PROJECT # W01402

DATE: As of APRIL 1, 2016

Spec	Description	Project Cost	Cost/Division
CONTINGENCY			
	CMGC CONTINGENCY- 5% (Excluded on Materials Escalation)	\$5,985,207	\$5,985,207
	CMGC FEE ON CONTINGENCY - 6.38% (to be added to contingency amount)	\$381,856	\$381,856
	Contractor Contingency SUBTOTAL		\$6,367,063
	GUARANTEED MAXIMUM PRICE	\$140,155,591	\$140,155,591
	TOTAL OWNER ALLOWANCE -CONTINGENCY		\$12,026,259
	TOTAL CONTRACT PRICE		\$152,181,850

Washington Park Reservoir GMP Narrative
Clarifications, Exclusions, Allowances and Document Listing

Exhibit B

1. **Clarifications: (additional scope changes to the items below may result in added costs to the GMP to be reimbursed via Change Order)**
 - a. GMP is based on the responses given in GMP RFIs 1-33, where answers were provided, per the log listed below in Exhibit C.
 - b. GMP is based on allowing use of mechanical crushers on site to recycle existing concrete for use on site.
 - c. GMP is based on allowing cement treating of existing excavated Reservoir 3 soils for placement as mass fill in reservoir 4, in accordance with Geotechnical Engineer of Record recommendations. If import of engineered fill for Reservoir 4 is required in lieu of utilizing on-site cement treated soil, through no fault of Contractor, additional costs would be warranted via Contract Change Order.
 - d. GMP is based on 1 Site Security Person on ATV for all times Contractor is not working on-site.
 - e. GMP is based on 4 full time flaggers for traffic control of adjacent streets and intersections for a period of 36 total months. The Traffic Control Supervisor will be allowed to flag.
 - f. Section 007200 1.05.A.3.g – Exploratory excavation is being performed under PTE contract.
 - g. Section 013591- We do not include a Historic Treatment Specialist on staff or costs for this specialists in the GMP.
 - h. Section 015000 – Temporary Facilities - Section 3.03 E.1.g—We have included all tree and shrub removal per Owner direction up to 6 inch in diameter when measured 5 feet above grade; in addition, trees shown to be removed on Contract Drawings.
 - i. Section 015526 – Temporary Traffic Control; GMP includes traffic control per Kittleson Engineering Design dated 2/5/15, which shall supersede this section as it relates to the items shown in Kittleson Design (striping, signage type and materials) and as approved by PBOT. We exclude temporary traffic signals, as none are required.
 - j. Section 030510-Water Tightness of hydraulic Structures – Our GMP is based on the leak testing parameters as specified, however, we do not include visual inspection of the East Tank wall (along TB2) exterior due to safety and access restrictions.
 - k. Section 033000 1.05 F and 2.02 – GMP is based on using Cemex Mix Designs 1529954 and 1575362 dated 11/24/2015 as submitted to AE Com.
 - l. Section 033500-3.04 H-Reflecting Pool Base Slabs; GMP includes costs for Sprayed on Retarder with Pressure Wash Removal and Clean to yield an exposed aggregate finish; GMP excludes 1 through 3 defined in this section.
 - m. Section 033510-Landscape Concrete Surfacing-Exposed Concrete Finish around Res 3 and 4 to have Medium Gray color pigment.
 - n. Section 033900 – Concrete Curing and Protection Section 1.04 E.2, 3.h—Thermal Control Plan is being performed under the PTE contract along with associated costs for study, peer review, and

plan. Section 3.03 Thermal Requirements-The temperature characteristics and ability to control that of the concrete as it cures is unknown at the time of the GMP. GMP does not include any costs for curing concrete during hot weather with means and methods such as or integral coolant piping, or other methodology not specified. It is not known if the temperature maximum noted and the delta T of 3.03 B, C, & D of 35 degrees is possible. Section 3.05 E— additional costs required for placement of concrete in hot weather shall be reimbursed under Contingency within the GMP. Section 1.04.E - We include Thermal Plan under PTE contract, for Reservoir 3 elements only.

- o. Section 034500 – Precast Architectural Concrete – GMP color and finish to match that of item “m” above; color to be Medium Gray pigment.
- p. Section 044301 – We have included stone veneer at Vehicle Gate at GH 3 wall facing only. Balance is to be re-designed into concrete per previous direction by PWB to AE Com.
- q. Section 071326-We do not include waterproofing on East Face of Res 3 exterior wall along TB 2; however, we include 3 layers of drainage mat and sheet waterproofing between Res 3 exterior wall and TB2.
- r. Section 088000 – Glazing – Section 2.02-We exclude Design and Engineering; Engineering shall be performed by Engineer of Record.
- s. Section 099600 – High performance Fence Coatings-Excluded; this spec was changed to integral primed powder coating applied off site.
- t. Section 111850 – Security Enclosures- Excluded; none shown on contract documents
- u. Section 129300—2.06—We have included 550 skateboard deterrents at Res 3 only.
- v. Section 315000—Shoring and Tieback Walls--GMP is based on demolishing and removing the upper 6 feet of shoring wall and lagging of TB 1; balance to remain in place abandoned on site.
- w. Section 312336—Instrumentation and Controls (although not specified, we have included 2 each AMTS monitoring stations and 220 prisms for slope monitoring at Res 3 for a 24 month duration in the GMP.
- x. Section 323113 –GMP includes new black vinyl coated fencing at “Olmstead View” only—400 lineal feet.
- y. GMP is based on a 24-month, or less, duration for Stage 4.
- z. Contractor will be responsible for Contractor Quality Control as specified in Section 014000 – Material Quality Requirements and section 014516 – Contractor Quality Control. Required adjustment to technical specifications to correct quality control and quality assurance responsibilities are listed in Exhibit D.
- aa. The base date for Fuel Escalation will be 4/1/16.

2. Exclusions

- a. Section 007200 1.05.A.1 – We exclude costs for design changes that result from permit application and reviews.
- b. Section 007300 1.09.L.3 – Technical assistance required by Community Benefits Plan excludes providing external engineering and office support services.
- c. Section 007300 1.09.J.1 – Contractor will make every effort to gain interest of 5 D/M/W/ESB bidders for informally solicited areas of work; however, will ensure a minimum of 2 bids are received.

- d. Section 013100 Internet Based Project Management—We exclude procurement and cost for licenses; we include use of Owner provided software for items specified.
- e. Section 013113 Project Coordination; specifically, video and photo documentation of adjacent and surrounding structures, homes, and buildings as well as settlement, vibration, or movement monitoring of same outside the limits of disturbance. Video and photo documentation of surrounding structures and along trucking routes will be completed during PTE phase.
- f. Section 013543—Environmental Protection – 1.03 D.4 through D.10. Hazardous Waste Management, Handling, Source Determination and Transportation and Unexpected Contamination. We have not included any costs in the GMP for any contact or treatment of Hazardous Waste. Removal and disposal of hazardous waste or working with in the execution of the Work. This includes, but is not limited to, lead based paint, asbestos, PCB or asbestos laden pipe coatings. Off-site abatement of lead based paint on the historic fence is included in GMP.
- g. Section 013545 – Construction Waste Management Section 3.02 Hazardous Waste
- h. Section 014120 – Structural Design Criteria Items 1,3,5,6,7,8,9,10,11, 12, 13 (we include seismic calculations for equipment and anchorage connections only). Design of pipe supports for 6" and smaller is included, supports for pipe 8" and larger to be designed by EOR.
- i. Section 014160 – Special Inspections - CQC manager and staff will work with Owner provided Special Inspectors and Inspection Staff. We do not include any costs for Special Inspectors on site. Section 1.09.F is also included as no HVAC Hazardous Duct known on site, nor included in GMP.
- j. Sheet GEN S 4010: We exclude design of and deferred submittal of the following:
 - 1. Connections of Architectural Cladding to main Structure
 - 2. Guardrail and Fence Design and Anchorage
 - 3. Reservoir Vent Assembly Anchorage
 - 4. Access hatches
 - 5. Ladders and Railings
 - 6. Permanent Fall Protection
 - 7. Monorails, Bridge, Jib (hoisting) and Circular Cranes (Deferred Submittals are included in our GMP).
 - 8. Generator (Design and deferred submittal of anchorage is included in our GMP).
- k. Section 017700 – Closeout Procedures Maintenance of Record Documents 3.01 A.4 and C.1.a. HCC will keep 100% design documents updated via “Blue Beam” software on site; as-built changes and CCD, RFI or other contract document changes will be posted in “red” colored font.
- l. Section 017823 Operation and Maintenance Data section 1.03.1.b (O and M’s will be submitted per the General Conditions of these specifications.
- m. Section 033000 – Cast in Place Concrete – and 033130, Structural Lightweight Concrete, Sections 3.05 G.1—we do not have on site space for or include costs in GMP for standby equipment, pump, etc. noted.
- n. Section 036423 –Crack Repair Epoxy Grout Injection - We exclude the testing called for in Section 2.05.C of this section.
- o. Section 0550010, 055120, 055200 and 055300 – Miscellaneous Site Metal Work, Ladders, Rails and Hatches - We do not include the Design Engineering of any Miscellaneous Metals, Gates, Guard, Handrails, Ladders, Gratings, Cover Plates, or Hatches in the GMP. Design shall be performed by the Engineer of Record.

- p. Section 057319 – Historical Metal Fence – We do not include Design or Engineering of existing fence restoration in the GMP. Design shall be performed by Engineer of Record. Section 2.09 B. Rail finish to be off site manufacturer applied powder coat with integral primer.
- q. Section 079200 – Joint Sealants – We do not include sealants at exterior vertical tank walls of Reservoir 3.
- r. Section 129300 – Site Furnishings – GMP Excludes Ornamental Removable Bollards.
- s. GMP and Contract Amount Excludes providing a shuttle bus or offsite parking for workers
- t. Section 220000 – Plumbing System – page 8, section C.1 – “Workmanship and design: provide equipment such that all parts are designed...”. We exclude any design.
- u. Section 316329 – Drilled Shafts – page 2, section 1.04 – “Contractor performing design...” - Contractor is not designing drilled shafts. This is done by AECOM/Cornforth.
- v. Section 331150 – Existing Pipe Abandonment – page 1, section 1.03.A - “The Contractor is responsible for all necessary permits required for existing pipe abandonment.” – HCC excludes pipe abandonment permits.
- w. Section 321216—AC Paving—We exclude patching and repairs to roadways not shown to receive repair or resurfacing on contract drawings or beyond the Project Site limits.
- x. Section 409000 – Instrumentation Control for Process Systems —HCC excludes design of the Instrumentation system.
- y. Section 323113 – section 1.04, A – Chain link fence and gates -HCC excludes all design for fencing.
- z. Section 323234 - Mechanically Stabilized Earth Walls – page 5, section 1.05, I.1.a –HCC excludes design of MSE and RSS walls.
- aa. Section 330513 – Concrete Manholes and Drainage Structures - Page 3, Section 1.03 A.3 –HCC excludes design of trench drain system.
- bb. Section 330517 – Concrete Valve and Meter Vaults – Page 8, section 2.04.F –HCC excludes design of gaskets. We will provide gaskets meeting requirements specified.
- cc. Section 402319 – Ductile Iron Piping - page 2, section 1.04 A.1 and 4– HCC excludes any design related to ductile iron piping.
- dd. GMP excludes casings and bitumen on drilled shafts, accounts for 60 5' drilled shafts and 156 3.5' drilled shafts, and assumes a 15% reduction in 90% designed total length as a result of OCEL testing.
- ee. GMP only provides for a 14' x 66' single wide trailer for the Owner's field office. A shared conference room trailer and bathroom trailers are included in GMP. Contractor will be reimbursed for the Owner's field office trailer and half the cost of the conference room and toilet trailers.
- ff. GMP Excludes costs for BES discharge permit fees associated with the reservoir. Fees associated with discharge for pipe testing and disinfection are included.
- gg. GMP and HCC Fee excludes costs for site supervision, security personnel, temporary facilities and trailers, traffic control, or maintenance costs during stage 4 shut down period. Contractor will maintain temporary erosion control during shut down period.

3. Owner Allowances

- a. Owner Allowances are included in the Contract Amount as an estimated “could cost” for work associated with the listed item. At the time of the GMP, the costs could not be estimated, design was not complete, or the scope may be a potential unforeseen condition expected to occur. Owner Allowances have been identified for work not included in GMP, but not limited to the following:

OWNER ALLOWANCES (for work not included above, and scope including but not limited to the following)			
		Unforeseen Concrete Demo/Differing Site Conditions	\$500,000.00
		Rusticated Precast Site Wall Cladding and Connections	\$323,000.00
		Signage	\$22,500.00
		Integral Waterproofing and Concrete Forming of Cascade Weirs at Res 3 Reflecting Pool	\$200,000.00
		Interpretive Elements designed by Felt Hat	\$500,000.00
		Added Pier Length over Assumed 15% Reduction	\$750,000.00
		Design Development	\$3,400,000.00
		Allow for Laser Scan of Existing Structures (in lieu of 3rd AMTS machine)	\$50,000.00
		Historic Concrete Repair	\$1,250,000.00
		Concrete Epoxy Injection at Reservoir 3	\$1,000,000.00
		Reservoir 4 Spillway Stone	\$25,000.00
		Drinking Fountains	\$20,000.00
		Water to Historic Fountain by Bin Wall	\$15,000.00
		Chlorine Metering at Chlorine Building	\$3,500.00
		Geocells for Topsoil Retainage	\$400,000.00
		Add for Cellular Concrete Backfill at MS2	\$400,000.00
		Owner Office Enhancements	\$6,000.00
		Contractor Insurance after OCIP Termination	\$390,000.00
		Safety Enhancements	\$100,000.00
		Contaminated Media	\$500,000.00
		Security System	\$100,000.00
		Permitting Requirements	\$250,000.00
		Mitigations	\$1,000,000.00
		CBP Participation	\$100,000.00
		CM/GC Fee on Owner Allowances	\$721,259.00
TOTAL OWNER ALLOWANCE			\$12,026,259.00

4. GMP Basis Documents: The GMP is based on the following Contract Documents:

- a. Drawings and Specifications Volumes 1-6 dated 7/31/15 (except General and Supplementary Conditions, Insurance Requirements, and Project Coordination noted below)
- b. General and Supplementary Conditions dated April 2016, including attachments
- c. Insurance Requirements dated March 2016, including attachments
- d. Project Coordination dated March 2016.
- e. Removal & Disposal of Contaminated Media dated March 2016.
- f. GMP RFIs 1 through 33, per Exhibit C
- g. CQC v OQA Corrections, per Exhibit D
- h. HCC GMP Estimate dated 4.1.2016

EXHIBIT C

Community Benefits Plan for the Washington Park Reservoirs Improvements Project



5/10/16

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PREAMBLE

Whereas, the City of Portland (“Owner”) desires to provide for the efficient, safe, quality, and timely completion of the construction of the Washington Park Reservoirs Improvements Project (the “Project”), in a manner designed to afford the lowest reasonable costs to the Owner, and the public it represents, and the advancement of public policy objectives;

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

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

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

Whereas, this Community Benefits/Disadvantaged, Minority, Women, and Emerging Small Business (D/M/W/ESB) Plan is not intended to replace, interfere with, diminish, or modify existing City Workforce Training and Hiring Programs or the City’s Equity Program utilized on City of Portland public works and improvement projects;

Whereas, this Plan is a refinement and extension of the M/W/ESB requirements and plan included in the Request for Proposal (RFP) further Prime Contractor (Contractor) and subsequent contractor’s proposal (exhibits, attachments, etc.) for the Project;

Whereas, this Plan is intended to have a positive impact and exemplify the Owner’s commitment to help grow both the demand for and capacity of minority owned, women owned, emerging and disadvantaged businesses and contractors and in support of the development of diverse apprentices and journey level workers;

Whereas, the Contractor will be required to use this Plan for the Project and include it in all subcontracts and supplier agreements. The Contractor has the absolute right to select any qualified bidder for the award of contracts on this Project, provided that such bidder shall be willing, ready, and able to comply with this Plan for the Project;

Whereas, the Owner recognizes that funding up to 1% of the Hard Construction Costs may be obligated by the Owner in support of community benefit opportunities and enhancements, specific to the Project, to create means by which to build community capacity and/or create economic opportunities for people of color, women, economically disadvantaged individuals and local contractors and organizations through capacity building, technical assistance, workforce training and apprenticeship opportunities for work on the Project; these funds may be managed by the Owner independent of the Construction contract; and,

Whereas, this Plan, according to the terms set forth herein, is a material inducement for the benefit of the Washington Park Reservoirs Improvements Project. The Project is estimated to be completed during Fiscal Year (FY) 2023-2024.

DEFINITIONS

Contract means the written agreement between the Owner and the Contractor that defines the obligations of the Contractor and the Owner regarding the Work to be performed as set forth in the Contract Documents.

Contractor means an Entity that has entered into a Contract with the Owner for the Work, synonymous with Construction Manager/General Contractor.

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

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

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

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

Fiscal Year runs from July 1st through June 30th.

Hard Construction Costs is defined in the Contract as the Reimbursable Cost to build improvements on a property, all related construction labor and materials, including fixed and built-in equipment costs. The hard construction costs apply only to the reimbursable part of the original contract price and do not apply to specialty work, such as but not limited to tieback and shoring walls, drilled shafts, and large diameter or specialty pipes or the Concrete Hydraulic Structure work required to be self-performed by the Prime Contractor. Costs not directly related to the construction of an improvement, such as overhead, administration or taxes, profit or Contractor's CM/GC fee, Owner's allowance, on-site direct supervision and management costs by the Prime Contractor for the Project, contingency or other professional services shall not be considered as part of the Hard Construction Costs.

Minority Owned Business Enterprise (MBE) for purposes of this document means only those firms certified as a minority owned business by the Oregon State Certification Office of Business Inclusion and Diversity (COBID). A minority is defined to include Black American, Hispanic

American, Native American, Asian Pacific American, Subcontinent Asian American. The minority representative must own at least 51% of the firm and must have control of the management and daily operations of the firm.

Original Construction Services Contract Cost means the amount specified in the Contract Exhibit A spreadsheet labeled Washington Park Reservoir Improvements GMP that is the estimated costs at the time the Contract is executed and is the sum of the Divisions of Work plus the General Conditions, Insurances and Bonds.

Owner means the City of Portland.

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

Subcontractor means an entity that the Contractor enters into a subcontract with to perform a portion of the Work.

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

ARTICLE 1 - PURPOSE

1.1 The purpose of this Plan is to ensure that the public served by the Owner receives the fullest benefit of the Project undertaken by the Owner, to ensure that the Owner does not indirectly perpetuate the under-inclusion of racial and ethnic minorities and women in the construction industry and trades, and to ensure that the Owner receives the benefit of a highly skilled, well-trained and diverse workforce and Contractor and subcontractor pool.

1.2 The goal of the Washington Park Reservoirs Improvements Project is to provide increased reliability of stored drinking water at Washington Park Reservoir site and to protect the stored water. The construction of the Project will require a highly specialized and qualified Contractor and subcontractors in order to meet the tight project schedule and technical site constraints.

1.3 The construction of the new reservoir (Washington Park Reservoir 3) will be completed by December 31, 2019 and the existing reservoir (Washington Park Reservoir 4) will be disconnected from the active system by December 31, 2020. The parties recognize the need for the timely completion of the Project without interruption or delay and substantial completion of Project work is December 31, 2023.

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

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

1.6 Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony and stability during the term of this Plan, the Owner will require the Contractor (and all other parties participating or receiving funds in support of this Plan) to abide by the terms and conditions in this Plan.

ARTICLE 2 - SCOPE OF PLAN

2.1 This Plan applies to all new construction, rehabilitation, alteration, conversion, extension, painting, repair, improvement or other construction work performed at the Project site that is contracted by the Owner or the Contractor.

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

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

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

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

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

ARTICLE 3 – COMPLIANCE REVIEW COMMITTEE

3.1 The purpose and objective of the Compliance Review Committee is in recognition of the necessity for cooperation and communication in achieving the diversity goals of this Plan and to advise the Owner on how to spend the 1% community benefits funds. The Owner will implement the provisions of this Plan in consultation with the Compliance Review Committee. The Owner in consultation with the Compliance Review Committee will develop a guideline for the roles, responsibilities and expected commitment of the members of the Compliance Review Committee, including with respect to achieving the diversity goals of this Plan and assisting to achieve the compliance. The members of the committee will sign an acknowledgement of receipt of these guidelines.

3.2. The Compliance Review Committee will be comprised of one member from each of the following groups: Owner’s Project Manager, City Procurement, Contractor, Metropolitan Alliance for Workforce Equity (MAWE), National Association of Minority Contractors – Oregon (NAMC-OR), Building Trades Union, and one of the pre-apprenticeship programs (PATP) (collectively, the “Review Committee”).

3.3 The Review Committee reports to the Owner's Administrator and/or Chief Engineer and will review Contractor's and Subcontractor's compliance with the contracting, apprenticeship, workforce, and other goals and programs established in this Plan for solely this Project. This will include reviewing Contractors' and Subcontractors' equity efforts to meet goals and will make suggestions on additions or deletions of certified firms. The Review Committee will be provided documentation as set forth in Article 9.

3.4 All members, other than the Contractor and City members, participating on the Compliance Review Committee for the Project will be required to certify that they are not in collusion or connection of any kind with any other contractor, person or firm, that they are not a City official/employee or a business with which a City official/employee is associated, and that to the best of their knowledge, their employee(s), officer(s) or director(s) do not include any City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the Project to which this Community Benefit Plan pertains; ii) has or will participate in evaluations, award or management of any contracts or subcontracts or grants related to the Project or Community Benefit Plan; or iii) has or will have financial benefits in the Project to which this Community Benefit Plan pertains. All members, other than the Contractor and City members, participating on the Compliance Review Committee for the Project will be required to certify in writing, via "No conflict of interest form", that they have no pecuniary interest in the Community Benefit Plan that pertains to this Project and that, to the extent a conflict of interest arises, they will disclose to the City and recuse themselves immediately from all discussions, communications, or recommendations related to such conflict.

3.5 All work products provided, used or produced by non-City staff members assigned to the Compliance Review Committee, for the Project or in support of the Community Benefits Plan are the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, specifications, drawings, recordings, photographs, artwork and any data or information in any form.

ARTICLE 4 – TECHNICAL ASSISTANCE, TRAINING, OUTREACH AND RECRUITMENT FUNDS

4.1 The Owner will establish a project specific dedicated fund account in the one-time amount of 1% of the total Original Construction Services Contract Cost (as set forth in Exhibit A of the Contract) which is equal to the GMP minus the CM/GC fee, any change orders, contractor contingencies and Owner Allowances. The goal for the 1% will be to dedicate up to 75% (of the 1%) towards training and supportive services for workforce. The fund will support the following:

- a.** Technical assistance, training, outreach and recruitment that will provide construction support to D/M/W/ESB's who work on the Project;
- b.** Training opportunities for community residents through BOLI-approved Pre-Apprenticeship programs and qualified CBOs provided they can be related directly to the project.
- c.** Assistance to D/M/W/ESB's who specifically work on this project to secure bonding and obtain the technical assistance and business support necessary to successfully complete a contract.
- d.** The recruitment, training, and hiring of a qualified, diverse workforce who will specifically work on this project. This may include participation in job fairs, school-to-work,

and community events to recruit minorities, women, and disadvantaged individuals into the construction trades.

e. Technical assistance and support to individual workers assigned to the project for specific expenses towards their continued employment or progression from Pre-apprenticeship programs to apprenticeship level and for continued progression at the journey level.

4.2 The awarding of grants or contracts for the services described in this Article will take place through a competitive application process, facilitated by the Owner, using the City's Procurement practices.

ARTICLE 5 – HIRING PROCEDURES

5.1 Due to unions offering to provide support to achieve compliance of the diversity goals, the Owner encourages the Contractor and Subcontractors to work with union hiring resources for employment opportunities. The Contractor and Subcontractors will notify the unions and non-union organizations of all opportunities for employment on the Project. Nothing in this Plan limits the Contractor's or Subcontractor's right to reject proposed employees. The Contractor or Subcontractor retains the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdictions, and select employees to be laid off. The Contractor or Subcontractor also have the right to reject any applicant for any reason provided that such right is exercised in good faith, and in a nondiscriminatory manner.

5.2 The Contractor or Subcontractor may request and the unions may refer applicants for the various journeymen and apprentice classifications covered by this Plan. As part of their good faith efforts to achieve the workforce goals outlined in this Plan, Contractor and Subcontractors will inform the unions, apprenticeship programs, and CBO's of those goals and will request that the unions, apprenticeship programs, and CBO's refer diverse journey level workers and apprentices in accordance with those goals. All trades people on the Project will be either enrolled in a state approved apprenticeship program or will be licensed and/or qualified at the journey level in the person's particular trade.

ARTICLE 6 – COMMUNITY APPRENTICESHIP REQUIREMENTS

6.1 In recognition of the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry the Contractor and Subcontractors with subcontracts of \$100,000 or more shall ensure that a minimum of twenty percent (20%) of the labor hours in each apprenticeable trade are completed by/done/performed by BOLI registered apprentices with an aggregate Project goal of twenty percent (20%) of all covered labor hours to be worked by BOLI registered apprentices or federally registered apprentices in each apprenticeable trade.

The Contractor and subject Subcontractors will be required to perform and/or provide the following:

a. Provide all apprentices a fair chance to perform successfully, allowing for possible lack of previous experience, recognizing that Contractor and Subcontractors are responsible for providing on-the-job training, and that apprentices should not be expected to have previous experience.

- b. Pay apprentices in accordance with the state or federal prevailing wage rate applicable to the Project. The apprentices must be enrolled in state-approved apprenticeship programs during all of the hours worked on the Project by the apprentices.
- c. Make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards, and match minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a late-term or journey-level mentor.
- d. Use recognized pre-apprenticeship programs and community-based organizations which have been approved by BOLI as a “first source” for entry into apprenticeship programs for hiring to meet the apprenticeship participation required under Joint Apprenticeship Training Council (JATC) BOLI compliance review.
- e. Maintain documentation of their good-faith compliance with the retention strategies set forth above and submit such documentation to the Owner as set forth in Article 9.

6.2 In addition to the conditions outlined above and if applicable to this Project, should the Contractor and subject subcontractors be unable to fulfill its 20% requirement, then the Contractor or subcontractor may, through formal approval by the Owner, also use methods (a) or (b) below to reach the 20% goal.

- a. Include hours worked on the Project by apprentices who are required to be away from the job site for related training but only if the apprentice is rehired by the same Contractor or subcontractor after completion of related training; or
- b. Include hours worked on the Project by graduates of state-registered apprenticeship programs, provided that such hours are worked within the 12-month period following the apprentice’s completion date.

6.3 The Contractor and Subcontractors will be required to submit and maintain the following records as required under their contract with the Owner:

- a. Records of the diversity of their on-site workforce, such as certified payroll or other required reporting forms, sufficient to allow the Owner to determine whether a Project is meeting this goal and to assess the rates of apprenticeship hiring of racial and ethnic minorities and women. Contractor and subject Subcontractors will submit this information to the Owner on a monthly basis.
- b. Documentation of their equity efforts to meet the apprenticeship Project hour goals for the duration of the Project and will submit such documentation to the Owner as requested.

**ARTICLE 7 – COMMUNITY WORKFORCE RECRUITMENT
AND RETENTION GOALS**

7.1 The Contractor and subcontractors for this Project will be required to facilitate the recruitment, retention and promotion of historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people who are interested in careers in the construction industry. To that end, the Contractor and Subcontractors with subcontracts of

\$100,000 or more will make reasonable and necessary efforts to achieve the workforce diversity goals for the life of the Project. The workforce diversity goals for minority workers will be twenty-two percent (22%) of Project apprentice level hours or greater, and a separate goal for women apprentice workers will be nine percent (9%) of Project apprentice level hours or greater for a total of 31% minority and women apprentices. In addition, a separate workforce goal for minority journey workers shall be twenty-two percent (22%) of Project journey level hours or greater, and a goal for women journey workers will be six percent (6%) of Project journey level hours or greater for a total of 28% minority and women journey workers. While the Contract provides and requires the Contractor and subcontractors to make good faith efforts to satisfy the City's workforce diversity goals, the Plan calls for a more robust equity approach for the Project.

7.2 The Contractor and Subcontractors will make their best efforts to recruit and retain historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people. Efforts may include:

- a. Conducting workshops with minority and women employees to enlist their assistance as recruiters and request their ideas on how to increase employment of underutilized groups.
- b. Allowing scheduled job site visits by participants in community programs, as safety allows, to increase awareness of job and training opportunities in the construction trades.
- c. As required by the Owner, keeping applications from qualified women and minorities for the duration of the Project, and contacting them when an opening occurs. Keeping applications of those who were qualified and not selected for an opening, and contacting those persons when an opening occurs.
- d. Maintaining a harassment-free work place by conducting a pre-ground breaking review of the Owner's Prohibition Against Workplace Harassment, Discrimination and Retaliation Policy, and repeating annually.
- e. Ensuring that employees are knowledgeable about the Owner's, Contractor's or Subcontractor's policies if they need to report a harassment problem. Providing a complete orientation to the job site to all workers, including procedures for reporting problems, and expected crew behaviors. Regardless of the employee's status as union or non-union, there will be grievance procedures created by the Owner with assistance from the Compliance Review Committee that will be prominently posted on the job site in a conspicuous and accessible location. Such grievance procedures will support retention and anti-harassment efforts.
- f. Reviewing and disseminating, at least annually, the Contractor's and Subcontractor's EEO policy and affirmative action obligations under this Plan with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.
- g. Regularly providing cultural competency training to all managers, supervisors, and owners, and conducting a review, at least annually, of all managers' and supervisors' adherence to and performance under the Contractor's and Subcontractor's EEO policies, affirmative action obligations, and cultural competencies.

- h. Taking steps to reduce feelings of isolation among racial and ethnic minorities and women by making every attempt to have several racial and ethnic minorities and women at the job site and by informing such workers about available support systems.
- i. Providing adequate toilet facilities for women on the job site, by maintaining a clean, accessible and locked toilet for female crew members, and by removing graffiti immediately to help create a respectful environment.
- j. Contractor and Subcontractors will maintain records of the diversity of their on-site workforce, such as certified payroll or other required reporting forms, sufficient to allow the Owner to determine whether a Project is meeting the established goals and to assess the rates of journey-level hiring of racial and ethnic minorities, women, and low-income people.
- k. Contractors and Subcontractors will maintain documentation of their success in maintaining such journey-level target percentages for the duration of the project and shall submit such documentation to the Owner as requested. Whenever there is a documented failure to meet goals, the involved Contractor or Subcontractor will develop additional specific strategies for improving performance to be reported to the Owner.

7.3 Helmets to Hardhats: The Owner desires to facilitate the entry of veterans who are interested in careers in the construction industry into the building and construction trades. The Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, and employment opportunities. The Contractor will work with the Owner to create a strategy to recruit and employ veterans from the “Helmets to Hardhats” program, into a pool of pre-qualified applicants that may be made available for immediate employment on the Project.

7.4 Contractor will maintain documentation of their good-faith compliance with the strategy developed and will submit such documentation as set forth in Article 9.

7.5 Contractor and Subcontractor will pay all workers in accordance with the state or federal prevailing wage rate applicable to the Project. As part of the workers' wages, Contractor and Subcontractors will provide health insurance and retirement benefits as a fringe benefit consistent with the state or federal prevailing wage fringe rate applicable to the Project. Contractors and subcontractors will be in compliance with this provision by providing documentation of health insurance coverage and retirement benefits for workers employed on the Project or contributions at a comparable level to any such documented benefits purchased by the worker. Subcontractors with an aggregate contract amount of \$500,000 or less related to work on this Project will be exempt from the retirement benefits requirement and will instead be allowed to pay the equivalent dollar amount for such retirement benefits to achieve the prevailing wage rate of pay for its employees, as allowed under the Prevailing Wage statute.

ARTICLE 8 – SUBCONTRACTING GOALS

8.1 The utilization goal for firms that have been certified by the State of Oregon as a Disadvantaged Business Enterprise, Minority-Owned Business, a Women-Owned Business, or an

Emerging Small Business (D/M/W/ESB) is twenty-two percent (22%) of the Hard Construction Costs for the Project. The aspirational goal for disaggregation will be a minimum of 12% MBE (DBE), minimum 5% WBE (DBE) and the remaining percentage will be ESB.

8.2 It is recognized that one of the barriers to entry for many D/M/W/ESBs is a lack of proven success on commercial construction projects of the type generally contracted for by Owner. The City's subcontracting goals and outreach requirements have been clearly outlined in the City's original RFP for the Project and must be followed by the Contractor under the terms and conditions of the Contract. However, the Owner may require additional technical assistance above and beyond those requirements addressed in the Contract. If required, the Owner may provide funds from the 1% Technical Assistance, Training, Outreach and Recruit Fund to support any D/M/W/ESB subcontractors bidding or working on the Project.

The information below outlines the current requirements per the terms of the Contract and as outlined in the initial RFP for the Project:

- a. Identify subcontracting opportunities that will provide opportunities for D/M/W/ESBs to successfully bid, and which would build the capacity of these firms to bid for larger contracts on future Owner projects.
- b. The Contractor and Owner, will have the responsibility and discretion for establishing criteria for the inclusion of D/M/W/ESB firms in the pool of potential candidates, and will conduct the evaluation process in an open and transparent process open to all firms seeking to bid on the Project.
- c. Assist qualified potential D/M/W/ESB bidders in the bidding and estimating process.
- d. Once subcontracts are secured, assist the successful D/M/W/ESB subcontractor by providing technical assistance as necessary to ensure the successful completion of the subcontract.

8.3 In order to allow smaller qualified contractors to successfully bid on subcontracts, the Owner will require Contractor and Subcontractors holding subcontracts in excess of \$250,000 to provide targeted work scopes where feasible as determined by the Contractor in consultation with the Owner. For purposes of this Section, targeted work scopes may be broken into discrete subcontracts where feasible.

8.4 As outlined in the Contract for the Project, the Contractor is required to negotiate with Suppliers to purchase supplies and materials and will require Suppliers to make available to all bidders those materials and supplies at the same cost.

8.5 As outlined in the Contract for the Project, to ensure that agreed upon goals and aspirations are met, and to assist in the implementation and monitoring, the Contractor is required to meet the subcontracting goals and objectives during the life of the Project.

8.6 The procurement of all subcontractors, including D/M/W/ESBs for the Project, will consist of an open, fair and competitive solicitation process. Contractor will use the procurement methods outlined herein to bring about the utilization of all subcontractors, including D/M/W/ESBs. The process, at a minimum, will include timely public-advertisement of solicitations; availability of and access to specifications and plans while maintaining confidentiality requirements; identification of all subcontractors, including D/M/W/ESB opportunities by divisions of work; facilitating outreach; directing prospective bidders to D/M/W/ESBs; and evaluating bids and proposals received for

compliance with the Plan's solicitation requirements.

a. Criteria for Identifying and Packaging all subcontracts, including D/M/W/ESB subcontracting Opportunities

The following criteria will be used in creating work packages for all subcontracts, including subcontracts with D/M/W/ESBs.

- Work normally subcontracted
- Available subcontractor, including D/M/W/ESBs
- Informal packages not greater than \$200,000
- Formal packages greater than \$200,000

Contractor, in collaboration with the Owner and Owner's Contract Compliance Specialist, will review all subcontract work packages, including D/M/W/ESB work packages, against these criteria to ensure maximum opportunities are brought forward while mitigating risk, cost and schedule impacts. Contractor will prepare a solicitation package for each scope of work identified. Information will be utilized for outreach coordination and solicitation purposes. All solicitations will at a minimum comply with the Plan requirements.

b. Business Requirements

The Contractor will provide the obligation to comply with the provisions of this Plan in all of its contracts with Subcontractors.

c. Identified Bidding Opportunities

Contractor will identify all divisions of work that will be subcontracted. Outreach will start during the pre-construction phase to provide advance notice to subconsultants, including D/M/W/ESBs. Contractor will contact firms by email and/or fax notifying them of the anticipated work available on the Project. Information will be posted on the Contractor's websites to facilitate ascertaining the interest of subconsultants, including D/M/W/ESBs 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 projects. Outreach will continue during the life of the Project and will be tailored to specific opportunities made available in solicitation packages. Continued outreach will minimize the risk of overlooking D/M/W/ESBs with an interest in the Project.

d. Solicitation Methods

Contractor will procure all Subcontractors and suppliers for all divisions of work in the completion of the Project using the following methods:

- 1) Informal Solicitations - solicitation packages not greater than \$200,000
- 2) Formal Price Based Solicitations - solicitation packages greater than \$200,000
- 3) Formal Qualification Based - solicitation packages greater than \$200,000

Contractor will be required mail a solicitation package to interested subcontractors, including D/M/W/ESBs, and/or make it available for pick-up. The solicitation packages will include all City contracting requirements as referenced in the Contract Documents. Before a solicitation is released, the Owner's Contract Compliance Specialist and the Owner will be provided with a copy of the solicitation package for review and comment. Contractor will make themselves

available to assist prospective bidders, including D/M/W/ESB bidders, in understanding solicitation requirements. The following requirements shall also apply:

- 1) Informal Solicitation - where the estimated work package is less than \$200,000
Project work packages at this level will not be publicly advertised; however, the solicitation will target a minimum of five D/M/W/ESBs in each division of work indicating interest in bidding the package. D/M/W/ESB Subcontractors for these solicitations will be selected in consultation with the Compliance Review Committee. If no bids are received, the work package will be bid to the open market. Outreach letters will be sent to D/M/W/ESBs until a total of five have responded as having interest in bidding the package. Contractor will expand the outreach efforts to open market subcontractors and suppliers, if less than five D/M/W/ESBs have responded as having interest in bidding the package.

All required documentation of equity efforts (Form 1 & 2, attached to this Plan) will be provided to the Owner and Owner's Contract Compliance Specialist.

- 2) Formal Price Based Solicitation - where the estimated work package is greater than \$200,000
Project work packages at this level will be publicly advertised; however, outreach letters will be sent to D/M/W/ESB's in each division of work until a total of five have responded in having interest in bidding the package. Project solicitation packages will be advertised in the *Daily Journal of Commerce*, and a minimum of two minority publications (e.g., *El Hispanic News*, *The Skanner*, *The Portland Observer*, *The Asian Reporter*).

All documentation of advertisements and equity efforts (Form 1 & 2, attached to this Plan) will be provided to the Owner and Owner's Contract Compliance Specialist.

Contractor will maintain three (3) sets of plans and specifications for solicitation packages for review at local plan centers, such as (but not limited to), *Daily Journal of Commerce*, *Oregon Association of Minority Entrepreneurs Plan Center*, *Metropolitan Contractors Improvement Partnership* and *Ford Graphics*.

Confidential drawings must be handled separately and will only be distributed following the Owner's Confidentiality Policy.

- 3) Formal Qualification Based Method - where the estimated work package is greater than \$200,000
Where the work package involved requires specialized knowledge, skill, experience and expertise a Request for Proposal (RFP) may be used. RFP's will be publicly-advertised in the *Daily Journal of Commerce*, and a minimum of two minority publications (e.g., *El Hispanic News*, *The Skanner*, *The Portland Observer*, *The Asian Reporter*).

All documentation of advertisements and equity efforts (Form 1 & 2, attached to this Plan) will be provided to the Owner and Owner's Contract Compliance Specialist.

Contractor will maintain three (3) sets (of plans of the non-confidential drawings) and specifications for solicitation packages for review at local plan centers, such as (but not limited to), *Daily Journal of Commerce*, *OAME Plan Center*, *MCIP* and *Ford Graphics*. Confidential drawings must be handled separately and will only be distributed following the Owner's Confidentiality Policy.

RFPs must include criteria of a subcontractor's or supplier's diversity in contracting, such as:

- Describe your company's policy and practice of contracting with D/M/W/ESBs including the number of individual D/M/W/ESBs contracted, the dollar amount contracted and amount paid to D/M/W/ESBs over the past three years. List the name, nature of work, and dollar amount of each D/M/W/ESB for the cited projects.
- Describe objectives for increasing D/M/W/ESB subcontracting capacity in the work of the Project, including an estimate of the dollar volume of D/M/W/ESB utilization you will aspire to achieve.
- Describe your company's hiring policy and practice for hiring, retaining and advancing minorities and women in your workforce.

Subcontractors soliciting bids for packages, division of work and/or work element having an estimated value greater than \$200,000, regardless of subcontracting tier, will be required to follow the solicitation methods outlined in this Plan, including the submission of all required forms.

e. Pre-Bid/Pre-Proposal Meetings

Contractor will conduct pre-bid/pre-proposal meetings for all solicitation packages and Subcontractors will conduct pre-bid/pre-proposal meetings for all solicitation packages with an estimated value greater than \$200,000. The purpose of the meeting is to provide clarity and understanding to the Project and solicitation requirements, view the jobsite, and to advise bidders of the importance of the commitment to and expectations for D/M/W/ESB utilization. Bidders/Proposers will be offered assistance in conducting effective solicitation steps to obtain D/M/W/ESB participation. Contractor and Subcontractors are required to notify the Owner and Owner's Contract Compliance Specialist of all pre-bid/pre-proposal meetings. For solicitation packages with an estimated value greater than \$200,000, Contractor and Subcontractors will coordinate meetings with the Owner and Owner's Contract Compliance Specialist who may attend all pre-bid/pre-proposal meetings as required or as needed at the Owner's discretion.

f. Outreach Components and Utilization Strategies

Subcontracting Opportunities Conferences

During the construction services phase, Contractor will conduct outreach conferences apprising the construction industry and D/M/W/ESBs of the subcontracting procurement process and approach to D/M/W/ESB utilization. The conferences will include information on anticipated solicitation dates and divisions of work identified for D/M/W/ESB participation. Conference attendees will be informed of the resources that will be available to them during the bidding and construction phases. These events will provide a networking forum for prospective D/M/W/ESB subcontractors and major and/or specialty subcontractors.

Subcontractor Outreach

All Tier Subcontractors will conduct outreach as outlined above. All documentation of equity efforts (Form 1 & 2, attached to this Plan) will be provided to the Contractor and Owner's Contract Compliance Specialist and Owner.

g. Technical/Business Assistance.

Contractor may offer and provide the following technical assistance services to D/M/W/ESBs awarded a contract on the Project regardless of subcontracting tier:

- 1) Establishing a schedule of values for the work to be performed.
- 2) Cash flow projections required for successful performance of the work.
- 3) Progress payments consistent with the City's accelerated twice-monthly payment provisions.
- 4) Advance payment provisions where appropriate to facilitate successful participation of all tier D/M/W/ESBs.
- 5) Establishing projected measurable capacity building elements (e.g. additional equipment, expanded expertise, improved production efficiency, etc.) anticipated as a result of participating in the capacity building component of this Plan.
- 6) Negotiate pricing and secure a material supplier or group of suppliers for eligible participants on particular aspects of the Project to decrease or eliminate material pricing as a factor in the award of contracts to D/M/W/ESB firms.
- 7) Look for opportunities to increase the utilization of small D/M/W/ESB firms on incidental Project work such as flagging, trucking/hauling, landscaping, or cleanup, for work that could be competitively solicited. Contractor may establish unit price Project packaging for work such as trucking, erosion control, and flagging through which a pool of D/M/W/ESB's can profitably perform.

h. Accelerated Payment

All subcontracts are subject to the City's accelerated payment requirements specified in the Contract. These provisions are mandatory on all Project contracts and subcontracts at any tier.

i. Pre/Post Contract Award Monitoring

Contractor will comply with the provisions of this Plan in the solicitation and award of subcontracts during the life of the Project. Contractor will submit all bid results, responses to RFP's, and other supporting documentation to the Owner and the Owner's Contract Compliance Specialist after each solicitation but prior to subcontract award to review, especially where qualification requirements apply, and verify compliance with established procurement procedures.

Contractor will establish and maintain contact with all participating subcontractors, including D/M/W/ESBs, regardless of tier, to monitor and coordinate efforts to prevent problems from arising and/or solve those that have arisen. Information regarding such matters will be submitted with the Monthly Subcontractor Payment and Utilization Reports under separate cover to the Owner and Owner's Contract Compliance Specialist.

j. Subcontractor, including D/M/W/ESB Replacement Policy and Procedure

While affording maximum opportunities for D/M/W/ESBs to participate on the Project, it is imperative that the overall Project production schedules be maintained. Any subcontractor, including D/M/W/ESBs on the Project deemed to warrant replacement must be terminated in

accordance with the provisions as set forth in this Plan. The basis for termination will be one or more of the following with supportive documentation:

- 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 Contractor and the Subcontractor not to perform the work due to reasons beyond the control or influence of Contractor or Subcontractor.

The Contractor will not be permitted to substitute a D/M/W/ESB without the consent of the City's Chief Procurement Officer. A D/M/W/ESB is considered substituted or replaced when any portion of the work submitted on Form 1, attached to this Plan as being performed by a D/M/W/ESB is performed with the resources of any firm other than the identified D/M/W/ESB. Resources include supplying the labor, supervision, material, equipment, technical and management expertise to perform the D/M/W/ESB's work.

If any Subcontractor is added or replaced after the bid is submitted, the successful bidder shall make equity efforts to contract with a D/M/W/ESB for the work to be performed by that Subcontractor. Documentation of these efforts is required, and must be submitted to the Owner and Owner's Contract Compliance Specialist.

ARTICLE 9 – REPORTING REQUIREMENTS AND ADMINISTRATION

9.1. The Contract requires the Contractor and Subcontractors to maintain documentation of compliance throughout the terms of contract. The Contractor will submit their completed documentation and provide reports within the timeframe as required by the Contract to the Owner. The Owner's Contract Compliance Specialist will then forward to the Compliance Review Committee in a timely manner. At a minimum, documentation will include but is not limited to:

- a. D/M/W/ESB solicitation packages
- b. D/M/W/ESB solicitation results
- c. Inquiries of D/M/W/ESB interests in bidding, bid amounts, and contract awards
- d. Subcontractor & Supplier payments
- e. Subcontractor replacement requests/decisions
- f. Technical assistance requested/provided and/or referred
- g. Apprenticeship results
- h. Workforce diversity results
- i. Problems and successes experienced (mentorship)
- j. Community involvement
- k. Monthly Electronic Spreadsheet of D/M/W/ESB Awards/Material & Major Expenditures and

Supplier Purchases

- l. Charts and Graphs as requested
- m. Other reports as requested by Owner

9.2 All parties that participate in the Project and perform work on the Contract will be expected to comply with the rules governing the Owner's access to records. The Owner and its duly authorized representatives are required to have access to the books, documents, papers, and records of the Contractor or participant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of six years or per the Owner's auditing requirements after final payment. Copies of applicable records will be made available upon request.

9.3 The Owner, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Plan at any time in the course of the Project and during the retention period established above. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments made in support of this Plan or the agreements established through this Plan were in excess of the amount to which the parties were entitled, then the party will be required repay the amount of the excess to the Owner.

ARTICLE 10 - COMPLIANCE

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

ARTICLE 11 - SEVERABILITY

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

ATTACHMENTS

**CITY OF PORTLAND - SUBCONTRACTOR EQUITY PROGRAM
SUBCONTRACTOR COMMITMENT CERTIFICATION FORM**

Bidder Name:
Bid Number:

Total Bid Amount:
Project Name:

(FORM 1 – PART 1)

Part 1 of this Form applies solely to meeting the ASPIRATIONAL GOALS for D/M/W/ESB utilization. This certification will become part of the resulting contract.

Failure to submit this form completely (PARTS 1, 2 & 3) by 2:00 p.m. on the DAY AFTER BID SUBMISSION will result in the bid being non-responsive and the bid will be rejected.*

Additional sheets may be used by copying this form however each must be signed to certify its content and completion of form.

CERTIFIED FIRMS These columns to be completed by Bidder ** (In Certification Type Column, list only one in this order: 1 - DBE, 2 - MBE, 3 - WBE, and 4 - ESB)						<i>These columns to be completed by City</i>	
DMWESB Certification Number #	Certification Type ** (List only one, see above)	Name of DMWESB Firm And Federal ID #	Type of Work	Function (See below, list: Subcontractor, Supplier, or Manufacturer)	Dollar Value (Subcontract or Expenditure Amount)	Goal Participation % (Based on Function Type, see below)	DMWESB Amount (Dollar Value x Goal Participation %)
				Subcontractor			
				Subcontractor			
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				Subcontractor			

Function Type	Goal Participation %	<i>This section to be completed by City</i>			
Subcontractor	100% (of subcontract amount)	GOAL TYPE (DMW – 14% & DMWESB – 20%)	Dollar Value Commitment	% Commitment (Dollar Value ÷ Total Bid Amount)	Aspirational Goal Met?
Supplier (Regular Dealer)	60% (of supply expenditure amount)	DBE / MBE / WBE Goal	\$	%	YES NO
		DBE / MBE / WBE / ESB Goal	\$	%	YES NO
DBE Manufacturer	100% (of material expenditure amount)	TOTAL BID AMOUNT		\$	

(FORM 1 - PART 2)

Part 2 of this Form applies solely to work being subcontracted to non-certified firms.

NON CERTIFIED FIRMS					
Fed ID #	C C B #	SUBCONTRACTOR NAME / ADDRESS	Phone / Fax	Type of Work	Dollar Value

(FORM 1 - PART 3)

Part 3 of this Form applies solely to work being self-performed by the bidder. If the bidder is not using any subcontractors the bidder shall still submit and write "self-performing all work" on this form.

BIDDER WILL SELF-PERFORM				

The bidder acknowledges and certifies that this form accurately represents receipt of and consent from the listed DMWESB firm; that it had direct contact with the named DMWESB firms regarding participation and the use of the referenced itemized quote below for the performance of this project. Bidder certifies, if awarded this project, that it shall award subcontracts to or enter into agreements with the named DMWESB's.

Bidder's Authorized Representative (SIGN)

Date

Name of Bidder (Company Name)

Completed forms may be faxed to: 503-823-6865. The City of Portland is not responsible for delays or problems with fax transmission.

**If bidder's DMW & DMWESB participation commitments (Form 1 - Part 1) are less than the ASPIRATIONAL GOALS; upon request Bidder must also submit Form 2, documentation of good faith efforts as evidence of actions to secure DMWESB participation. Bidder's documentation of good faith efforts shall meet the requirements provided in the Subcontractor Equity Program specification.*

