



General Contractors, Inc.

May 5, 2016

Subject: Gateway Park Guaranteed Maximum Price

Reference: Contract Number 30004733

Dear George Lozovoy,

Please accept this letter as a formal notification that R&R General Contractors, Inc. accepts to construct the Gateway Park project for a Guaranteed Maximum Price, (GMP), of \$4,901,284.40. The GMP price is submitted as the final price in accordance with the Contract Documents.

The price is based on the attached 75% CD drawings and Specifications. The GMP is broken out into the attached schedule of values. Attached for your consideration are the following documents:

1. GMP Detailed Pricing
2. GMP Cost Report
3. GMP Schedule of Values
4. Base line Construction Schedule.

We look forward to building a beautiful new park together.

Best Regards,

Jesse Rodriguez
Project Manager / President
R&R General Contractor's, Inc.

3400 State Street
Suite G780
Salem, OR 97301

Office (503) 586-0388
Fax (503) 586-0380

ITEM	Cost Code	DESCRIPTION	ORIG QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
10		Project Supervision	0.9	LS	\$332,200.00	\$298,980.00
15		Vehicles	0.9	LS	\$52,272.00	\$47,044.80
20		Field Sanitary Expense	0.9	LS	\$5,000.00	\$4,500.00
30		Equipment Mob and Demob	0.5	LS	\$7,350.00	\$3,675.00
40		Survey	0.9	LS	\$42,000.00	\$37,800.00
50		Dumpsters	0.9	LS	\$8,500.00	\$7,650.00
60		Permits	0	LS	\$12,850.00	\$0.00
70		Temporary Utilities	0.9	LS	\$8,350.00	\$7,515.00
80		Site Cleanup	0.9	LS	\$15,600.00	\$14,040.00
90		Temp. Traffic Control, Flagging, Temp. Signs	0.9	LS	\$13,800.00	\$12,420.00
100		Erosion Control	0.9	LS	\$12,800.00	\$11,520.00
110		Construction Entrance	2	EA	\$1,765.00	\$3,530.00
120		Construction Fencing	0	LF	\$7.40	\$0.00
130		Site Utility Protection - Orange Fencing	900	LF	\$1.89	\$1,701.00
		Division 1 - General Conditions				\$450,375.80
140		Demo & Haul Existing Site Asphalt and Concrete	3337	SY	\$4.75	\$15,850.75
150		Demo Curbs, Walls, Fencing and Features	460	SY	\$17.15	\$7,889.00
155		Remove Drywell and catch basin	1	LS	\$4,050.00	\$4,050.00
160		Tree Removal	11	EA	\$500.00	\$5,500.00
		DIVISION 2 - EXISTING CONDITIONS				\$33,289.75
170		W1 Concrete Seating Wall	270	LF	\$275.00	\$74,250.00
180		W2 - Concrete Site Wall	220	LF	\$325.00	\$71,500.00
190		W3 - Concrete Retaining Wall	50	LF	\$550.00	\$27,500.00
200		W4 - Concrete Curb Containment Wall	85	LF	\$140.00	\$11,900.00
202		W5 - Concrete Curb Standard	375	LF	\$26.00	\$9,750.00
203		W6 - Concrete Curb Flush	470	LF	\$37.00	\$17,390.00
230		Landmark Footing 1.5' x 1.5' x 8' depth, reinforced	1	LS	\$5,650.00	\$5,650.00
250		4" Slab	224	SF	\$20.75	\$4,648.00
260		6" Slab	214	SF	\$20.00	\$4,280.00
270		6" Concrete Partial Wall	90	SF	\$80.00	\$7,200.00
280		8" Concrete Wall	1021	SF	\$71.00	\$72,491.00
290		10" Concrete Wall	770	SF	\$69.00	\$53,130.00
300		24" Wide 1' Deep Continuous Footing	5.2	CY	\$1,950.00	\$10,140.00
310		10' x 2' Concrete Footing	7.5	CY	\$1,300.00	\$9,750.00
320		Concrete Floor Sealer	1	LS	\$1,500.00	\$1,500.00

ITEM	Cost Code	DESCRIPTION	ORIG QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
340		E13 - Concrete Cornice	1	LS	\$24,000.00	\$24,000.00
350		E4 - Custom Concrete Channel and Pools	1	LS	\$41,000.00	\$41,000.00
360		E14.1 - Custom Hop Stones	1	LS	\$28,000.00	\$28,000.00
370		Sythetic Turf shotcrete ratslab - Detail 11 on L7.	200	SF	\$10.50	\$2,100.00
372		Skate Spot	1	LS	\$91,000.00	\$91,000.00
		DIVISION 3 - CONCRETE				\$567,179.00
390		E16 - Natural Stone Boulders	37.5	TN	\$365.00	\$13,687.50
		DIVISION 4 - MASONRY				\$13,687.50
400		Furnish Custom Perforated Metal Panel on Restroom	1	LS	\$15,000.00	\$15,000.00
410		Install Custom Perforated Metal Panel on Restroom	1	LS	\$5,000.00	\$5,000.00
470		Steel Fabrication	1	LS	\$185,155.00	\$185,155.00
480		Installation	1	LS	\$66,360.00	\$66,360.00
		DIVISION 5 - METALS				\$271,515.00
540		E8 - Supply and Install Fibergrate Bridge Includin	95	SF	\$57.00	\$5,415.00
550		E15 - Supply and Install Fibergrate Foot Bridge	55	SF	\$87.50	\$4,812.50
		DIVISION 6 - WOOD, PLASTICS & COMPOSITES				\$10,227.50
560		Polycarbonate Roof Panels	2680	SF	\$80.00	\$214,400.00
640		TPO Roofing with WRB	1	SF	\$18,800.00	\$18,800.00
		DIVISION 7 - THERMAL & MOISTURE PROTECTION				\$233,200.00
680		Standard Hollow Doors and Frames	1	LS	\$14,569.00	\$14,569.00
690		Glased Aluminum Curtain Walls	1	LS	\$15,123.00	\$15,123.00
		DIVISION 8 - DOORS & WINDOWS				\$29,692.00
720		Painting / Stain	1	LS	\$10,220.00	\$10,220.00
		DIVISION 9 - FINISHES				\$10,220.00
730		Office Cabinetry	1	LS	\$5,200.00	\$5,200.00
740		Screens & Scuppers	1	EA	\$3,000.00	\$3,000.00
745		Storage Cabinets	1	LS	\$625.00	\$625.00
750		Storage Shelving	1	LS	\$660.00	\$660.00
760		Sign Rack	1	LS	\$439.00	\$439.00
770		Stanchion Rack	1	LS	\$427.00	\$427.00
780		Box Truck	1	EA	\$515.00	\$515.00
790		Hand Truck	1	EA	\$250.00	\$250.00
800		Table Rack	1	LS	\$369.00	\$369.00
810		Chase Shelving	1	LS	\$505.00	\$505.00

ITEM	Cost Code	DESCRIPTION	ORIG QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
811		Desks	1	LS	\$1,100.00	\$1,100.00
812		Lockers	1	LS	\$2,802.00	\$2,802.00
		DIVISION 10 - SPECIALTIES				\$15,892.00
820		E1 - Supply Swing Set - Columbia Cascade with 6 Bay	1	EA	\$5,525.00	\$5,525.00
830		E1 - Install Swing Set - Columbia Cascade with 6 Bay	1	EA	\$4,500.00	\$4,500.00
840		E2 - Supply Cup Spinner - Kompan	2	EA	\$1,560.00	\$3,120.00
850		E2 - Install Cup Spinner - Kompan	2	EA	\$425.00	\$850.00
860		E3 - Supply Winder Pump - Goric	2	EA	\$5,010.00	\$10,020.00
870		E3 - Install Winder Pump - Goric	2	EA	\$1,000.00	\$2,000.00
880		E6 - Supply Double Steel Slide - Columbia Cascade	1	EA	\$18,400.00	\$18,400.00
890		E6 - Install Double Steel Slide - Columbia Cascade	1	EA	\$4,000.00	\$4,000.00
900		E9 - Supply Wee Notes Ensemble- Harmony Park	1	LS	\$8,250.00	\$8,250.00
910		E9 - Install Wee Notes Ensemble - Harmony Park	1	LS	\$2,400.00	\$2,400.00
920		E10 - Supply Omni Spinner - Landscape Structures	1	EA	\$8,215.00	\$8,215.00
930		E10 - Install Omni Spinner - Landscape Structures	1	EA	\$2,230.00	\$2,230.00
940		E11 - Supply Oodle Swing - Landscape Structures	1	EA	\$5,950.00	\$5,950.00
950		E11 - Install Oodle Swing - Landscape Structures	1	EA	\$1,495.00	\$1,495.00
		DIVISION 11 - EQUIPMENT				\$76,955.00
1070		Supply F1 Removable Bollard	6	EA	\$650.00	\$3,900.00
1080		Install F1 Removable Bollard	6	EA	\$850.00	\$5,100.00
1090		Supply F2 Trash Receptacle	5	EA	\$1,560.00	\$7,800.00
1100		Install F2 Trash Receptacle	5	EA	\$220.00	\$1,100.00
1110		Supply F3 Drinking Fountain, PP&R Standard	2	EA	\$8,000.00	\$16,000.00
1120		Install F3 Drinking Fountain, PP&R Standard	2	EA	\$500.00	\$1,000.00
1130		Supply F4 Integral Table with Chairs	6	EA	\$4,000.00	\$24,000.00
1140		Install F4 Integral Table with Chairs	6	EA	\$400.00	\$2,400.00
1150		Supply F5 Picnic Table with Bench Seats	9	EA	\$1,750.00	\$15,750.00
1160		Install F5 Picnic Table with Bench Seats	9	EA	\$600.00	\$5,400.00
1170		Supply F6 Bench	14	EA	\$2,400.00	\$33,600.00
1180		Install F6 Bench	14	EA	\$220.00	\$3,080.00
1190		Supply F7 Bike Rack	20	EA	\$475.00	\$9,500.00
1200		Install F7 Bike Rack	20	EA	\$150.00	\$3,000.00
1210		Supply & Install F8 Footwash	1	EA	\$1,620.00	\$1,620.00
1220		F10 Portable Toilet Tie Downs	20	EA	\$21.00	\$420.00

ITEM	Cost Code	DESCRIPTION	ORIG QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
		DIVISION 12 - FURNISHINGS				\$133,670.00
1230		Excavation and Prep	1	LS	\$22,000.00	\$22,000.00
1240		Equipment, Material and Install	1	LS	\$221,020.00	\$221,020.00
1250		Equipment Room	1	LS	\$20,905.00	\$20,905.00
1260		Startup and Commissioning	1	LS	\$1,200.00	\$1,200.00
		DIVISION 13 - WATER FEATURE SYSTEM				\$265,125.00
1380		Reduced Pressure Backflow assembly	1	LS	\$3,483.00	\$3,483.00
1390		Trap Primer	1	LS	\$472.00	\$472.00
1400		Water Closet	2	EA	\$2,665.00	\$5,330.00
1410		Lavatory	2	EA	\$1,747.00	\$3,494.00
1430		Wall Hydrant	1	EA	\$813.00	\$813.00
1440		Bathroom Plumbing - Waste and Vent Lines	1	LF	\$8,352.00	\$8,352.00
1470		Bathroom Plumbing - Floor Drains and Cleanouts	1	EA	\$1,040.00	\$1,040.00
1490		Bathroom Plumbing - Water Supply	1	LF	\$7,980.00	\$7,980.00
1540		Mirror	2	EA	\$200.00	\$400.00
1550		Grab Bars	2	EA	\$100.00	\$200.00
1560		Surface Mount Electric Hand Dryer	2	EA	\$900.00	\$1,800.00
1570		Toilet Tissue Dispenser	2	EA	\$100.00	\$200.00
1580		Purse/Coat Hook	2	EA	\$220.00	\$440.00
1590		Seat Cover Dispenser	2	EA	\$100.00	\$200.00
1600		Baby Changing Station	2	EA	\$420.00	\$840.00
1610		Soap Dispenser	2	EA	\$70.00	\$140.00
1620		Napkin Receptacle	2	EA	\$50.00	\$100.00
1630		Mop Holder	1	EA	\$1,584.00	\$1,584.00
1650		Hose Rack	1	EA	\$100.00	\$100.00
1660		Wall Mounted CPU	1	EA	\$1,500.00	\$1,500.00
1670		Roller Blinds	1	EA	\$500.00	\$500.00
		DIVISION 22 - PLUMBING				\$38,968.00
1720		Restroom Exhaust Fan System	1	LS	\$10,684.00	\$10,684.00
		DIVISION 23 - HVAC				\$10,684.00
1750		600A Service Panel and Breakers, CT, and Meter	1	LS	\$50,600.00	\$50,600.00
1780		Conduit and Feeders	1	LS	\$20,500.00	\$20,500.00
1800		200A, 208V, 3 Phase Event Power and Enclosure	1	LS	\$9,960.00	\$9,960.00
1810		Conduit & Branch Wiring - Lighting	1	LS	\$61,000.00	\$61,000.00

ITEM	Cost Code	DESCRIPTION	ORIG QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1820		Conduit & Branch Wiring - Event Plaza	1	LS	\$2,800.00	\$2,800.00
1830		Conduit & Branch Wiring - Water Foundation	1	LS	\$11,500.00	\$11,500.00
1840		Conduit & Branch Wiring - Building	1	LS	\$8,500.00	\$8,500.00
1850		Conduit & Branch Wiring - Receptacles	1	LS	\$23,000.00	\$23,000.00
1860		Conduit to Art	1	LS	\$2,300.00	\$2,300.00
1880		Junction Boxes and Connections	21	EA	\$285.00	\$5,985.00
1890		Occupancy Sensors	4	EA	\$325.00	\$1,300.00
1900		Buildings GFI's	4	EA	\$120.00	\$480.00
1910		Standard Outlets in Building	3	EA	\$90.00	\$270.00
1920		Wall Heater Units	2	EA	\$1,850.00	\$3,700.00
1930		Exhaust Fans Feed	4	EA	\$300.00	\$1,200.00
1940		Trap Primer Feed	4	EA	\$300.00	\$1,200.00
1950		Irrigation Controller Feed	1	EA	\$255.00	\$255.00
1960		Water Fountain Controller Feed	1	EA	\$960.00	\$960.00
1970		Weatherproof SS Enclosure w/Duplex Comb. Receptacle	3	EA	\$4,075.00	\$12,225.00
1980		Weatherproof Lockable 20A, 120V Receptacles	19	EA	\$880.00	\$16,720.00
1990		Lighting Control System Complete	1	LS	\$13,044.00	\$13,044.00
2000		S1 Pole and Fixture	5	EA	\$6,670.00	\$33,350.00
2010		S2 Pole and Fixture	2	EA	\$12,825.00	\$25,650.00
2020		S3 Pole and Fixture	32	EA	\$4,243.00	\$135,776.00
2030		S5 Pole and Fixture	288	LF	\$92.50	\$26,640.00
2040		Festoon Light Poles	17	EA	\$1,365.00	\$23,205.00
2050		B1 Surface Mount Vandal Resistant Downlight, Kenal	6	EA	\$760.00	\$4,560.00
2060		B3 Sealed Linear Downlight Volt	6	EA	\$682.00	\$4,092.00
2070		B5 Canopy Lighting	1	LS	\$13,942.00	\$13,942.00
2080		Pole Foundations - Precast	20	EA	\$1,000.00	\$20,000.00
2090		Pole Foundations - Cast In place	36	EA	\$1,600.00	\$57,600.00
		DIVISION 26 - ELECTRICAL				\$592,314.00
3010		Clear & Grub Site	120660	SF	\$0.30	\$36,198.00
3020		General Excavation	3529	CY	\$16.00	\$56,464.00
3030		Excavate for Footings	194	CY	\$27.00	\$5,238.00
3040		Embankment/Compaction	3120	CY	\$28.00	\$87,360.00
3050		Fill, Native Stockpiled	3120	CY	\$7.00	\$21,840.00
3060		Backfill, Walls, Water Feature and Skate Park	480	CY	\$60.00	\$28,800.00
3070		OFF Haul - Standard	500	CY	\$24.00	\$12,000.00

ITEM	Cost Code	DESCRIPTION	ORIG QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
3080		Fine Grading	147410	SF	\$0.35	\$51,593.50
3090		Base Aggregates - Paving and Site Areas	2650	TN	\$31.75	\$84,137.50
4000		Base Aggregates - ROW	402	TN	\$31.75	\$12,763.50
		DIVISION 31 - EARTHWORK				\$396,394.50
4020		ADA Ramp Detectors	10	EA	\$315.00	\$3,150.00
4030		C1 Concrete Paving Vehicular Rated	45145	SF	\$10.15	\$458,221.75
4050		C2 Concrete Paving - Vehicular Rated, Water Featur	980	SF	\$23.00	\$22,540.00
4060		C3 - Concrete Paving Type Pedestrian	3050	SF	\$6.15	\$18,757.50
4070		C4 - Concrete Paving ROW	12070	SF	\$6.15	\$74,230.50
4075		C5 - Raked Concrete at Sand area	620	SF	\$10.15	\$6,293.00
4080		S2.1 - Pebbleflex	951	SF	\$16.50	\$15,691.50
4090		S2.3 Pebbleflex	585	SF	\$25.50	\$14,917.50
5000		P4 Playground Suirfacing, Softile	2830	SF	\$22.25	\$62,967.50
5010		P5 Synthetic Turf	4100	SF	\$19.00	\$77,900.00
5020		P6 Synthetic Turf, Safety Surface Rated	1565	SF	\$19.00	\$29,735.00
5040		P8 Play Sand	637	SF	\$8.00	\$5,096.00
5050		R1 Handrail - Galvanized Tube STE	85	LF	\$105.00	\$8,925.00
5060		R2 Guardrail, 42" ht. Galvanized with wire mesh	40	LF	\$235.00	\$9,400.00
5070		R3 Fence, 60" Height, Galvanized with wire mesh	290	LF	\$69.50	\$20,155.00
5080		Crushed Stone Paving	3350	SF	\$2.90	\$9,715.00
5090		P2 Concrete Pavers	1425	SF	\$12.00	\$17,100.00
6000		Topsoil and Planting medium (Planting Areas)	940	CY	\$40.00	\$37,600.00
6010		L1 Natural Area Landscaping, Complete	2540	SF	\$5.50	\$13,970.00
6020		L2 Planting Area, Complete	17750	SF	\$5.50	\$97,625.00
6030		L3 Dry Streambed	905	SF	\$3.85	\$3,484.25
6040		L4 Natural Turf, Seeded	42865	SF	\$1.35	\$57,867.75
6045		Compost	120	CY	\$44.50	\$5,340.00
6050		Mulch	180	CY	\$66.75	\$12,015.00
6055		Bark Mulch	175	CY	\$55.00	\$9,625.00
6060		Tree Stumps/Logs	8	EA	\$1,500.00	\$12,000.00
6070		Irrigation & Controls - Lawn & Planting Areas	14	ZN	\$4,595.00	\$64,330.00
6080		Booster Pump Vault	1	LS	\$5,000.00	\$5,000.00
6090		Tree - 10' Incense Cedar	8	EA	\$250.00	\$2,000.00
7000		Tree - 2.5" Caliper, 12' Ht. Starlight Dogwood	7	EA	\$675.00	\$4,725.00
7010		Tree - 2.5" Caliper, 12' Ht. Yellowwood	2	EA	\$385.00	\$770.00

ITEM	Cost Code	DESCRIPTION	ORIG QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
7020		Tree - 15 Gal Eastern Red Bud	12	EA	\$180.00	\$2,160.00
7025		Tree - 15 Gal Forest Green Oak	10	EA	\$180.00	\$1,800.00
7030		Tree - 2.5" Caliper, 14' Ht. Columnar Ginkgo Tree	22	EA	\$375.00	\$8,250.00
7035		Tree - 15 Gal Jelena Witch Hazel	10	EA	\$180.00	\$1,800.00
7040		Tree - 10' Western Red Cedar	4	EA	\$180.00	\$720.00
7050		Tree - 2.5" Caliper, 12' Ht. Amur Maackia	6	EA	\$335.00	\$2,010.00
7060		Tree - 2.5" Caliper, 14' Ht. Red Rage Tupelo	3	EA	\$385.00	\$1,155.00
7070		Tree - 2.5" Caliper, 12' Ht. Chinese Pistache	4	EA	\$385.00	\$1,540.00
7080		Tree - 10' Douglas Fir	20	EA	\$180.00	\$3,600.00
7090		Tree - 2.5" Caliper, 14' Ht. Willow Oak	6	EA	\$350.00	\$2,100.00
8000		Tree - 2.5" Caliper, 12' Ht. Katsura	8	EA	\$335.00	\$2,680.00
8010		Tree - 2.5" Caliper, 12' Ht. Chancelor Linden Lind	10	EA	\$295.00	\$2,950.00
8020		Tree - 2.5" Caliper, 12' Ht. American Hornbeam	5	EA	\$385.00	\$1,925.00
		DIVISION 32 - EXTERIOR IMPROVEMENTS				\$1,213,837.25
		DIVISION 33 - UTILITIES (IN EARLY WORK CONTRACT)				
9150		Contingency	1	LS	\$175,000.00	\$175,000.00
		Total Project Cost before CM/GC Fee				\$4,538,226.30
9150		CM/GC Fee	8	%		\$363,058.10
		Total Project Cost				\$4,901,284.40



Attachment B

Assumptions, inclusions and Exclusions

1. All pricing is based upon the following project documents.
 - a. 75% CD – GMP Contract Documents Drawings, dated May 6, 2016
 - b. 75% CD – GMP Contract Documents/Project Specifications, dated May 6, 2016
2. Assumes a Portland City Council approval of June 1, 2016 with a Notice to Proceed for Site Grading the week of June 20, 2016.
3. Assumes a substantial completion date of July 14, 2017. Price includes any and all shift work or overtime/double time necessary to meet schedule.
4. All payment and performance bonds, insurances, permits, licensing and training are included.

Risk Responsibility Matrix

1. Incremental cost beyond that set forth in the General Conditions to resolve unknown active 'rogue' electrical, water, gas, sewer or stormlines not shown on drawings or located in the field that result in additional work. 100% Owner.
2. Additional permit requirements or changes in design beyond the 75% CD GMP Drawing & Technical Specifications that result in additional work and could not have been reasonably anticipated are 100% the Owners responsibility.
3. Incremental cost above base bid work for environmental soil contamination, UST or other site contamination to include but not limited to sampling, excavation, handling, capping or disposal as may be required by DEQ are 100% Owners responsibility.
4. Incremental cost of not being able to re-use soil excavated from the site to place as fill in landscape or hardscape areas to include the cost of soil off-haul and replacement soil required by the engineer. The first 100cy of unsuitable soil export and replacement is 100% CM/GC responsibility. Any additional unsuitable soil export or replacement is 100% Owners responsibility.
5. Damage to subgrade from construction operations is 100% CM/GC responsibility
6. Incremental cost above base bid drywell work beyond that specified in the 75% CD Drawing & Technical Specifications that result in additional work is 100% Owner's responsibility.
7. Incremental cost above base bid work to resolve unforeseen rocks or boulders with a nominal size of 3ft or greater more than 1 truck load, that require additional work to remove, break apart, handle, stockpile or disposal costs is 100% Owner's responsibility.



General Contractors, Inc.

8. Key CM/GC or subcontractor equipment breakdown and/or non-available rental equipment is 100% CM/GC responsibility.
9. Equipment operator and idle time due to poor sequencing and planning is 100% CM/GC responsibility.
10. Payment of prevailing wage rates for CM/GC and subcontractors to include but not limited to regular and overtime work over 40hrs/week needed to meet Baseline Construction Schedule and all other compliance/reporting requirements is 100% CM/GC responsibility.
11. Additional drawing details beyond that specified in the 75% CD Drawings and Technical Specifications of the proposed building roof or steel structure that substantially increase the cost is 100% Owner's responsibility.
12. Water Feature Commissioning is 100% CM/GC responsibility.
13. Scheduling, sequencing and managing any schedule pinch points as well as resolving any such delays is 100% CM/GC responsibility.
14. Over-runs in General Condition's costs is 100% CM/GC responsibility.
15. Incremental cost of changes to landscaping trees, shrubs, irrigation and or mulch and topsoil requirements beyond that specified in the 75% CD Drawings and Technical Specifications that result in additional work is 100% Owner's responsibility.
16. Redo Substandard work is 100% CM/GC responsibility.
17. Trench Slough is 100% CM/GC responsibility.
18. Timely submittals, procurement and installation of long lead time materials/fabrication necessary to maintain baseline project schedule, to include but not limited to expedited shipping, re-sequencing work, overtime work etc. is 100% CM/GC responsibility.
19. Incremental cost of resolving unsuitable geotechnical conditions necessary to complete the work under structures, not shown on drawings or found in Geotechnical Reports that result in additional work required by engineer. The first 50 cubic yards of unsuitable geotechnical soil off haul and replacement backfill is 100% CM/GC responsibility. Any additional unsuitable geotechnical off haul or replacement backfill over the first 50 cubic yards is 100% Owner responsibility.
20. Site Security 100% CM/GC responsibility.

EXHIBIT B

COMMUNITY BENEFITS PLAN

GATEWAY PARK PROJECT
FEBRUARY 18, 2015
(Revised March 18, 2015)

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 - PURPOSE.....	1
ARTICLE 2 – SCOPE OF PLAN.....	2
ARTICLE 3 –ADVISORY COMMITTEE.....	3
ARTICLE 4 – COMMUNITY APPRENTICESHIP GOALS.....	3
ARTICLE 5 – COMMUNITY WORKFORCE RECRUITMENT AND RETENTION GOALS.....	5
ARTICLE 6 – COMMUNITY INVOLVEMENT AND LOCAL INVESTMENT.....	7
ARTICLE 7 – SUBCONTRACTING GOALS.....	7
ARTICLE 8 – REPORTING REQUIREMENTS.....	14
ARTICLE 9 - COMPLIANCE.....	15
ARTICLE 10 - SEVERABILITY.....	16

PREAMBLE

Whereas, the City of Portland (“Owner”) desires to provide for the efficient, safe, quality, and timely completion of the construction of the Gateway Park 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 does not indirectly or passively perpetuate discrimination against or historical under-inclusion of minorities and women and low income people in the construction industry;

Whereas, the Owner and R&R General Contractor (the “Contractor”), together, the “parties” recognize that securing the contracting diversity, apprenticeship, local investment, and inclusivity objectives of this Community Benefits Plan (“Plan”) should not impose undue administrative burdens on Owner, or its Contractor and Subcontractors;

Whereas, the parties are committed to creating a respectful and professional work environment that is free of harassment, discrimination, and retaliation and that promotes employment opportunities;

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

Whereas all of the parties recognize that they play an integral and critical role in ensuring that the Project diversity, apprenticeship, local investment, and inclusivity objectives are met; and

Whereas, the Plan according to the terms set forth herein, is a material inducement to the Owner’s selection of the Contractor for the Project.

NOW, THEREFORE, IT IS AGREED:

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 parties to this Plan acknowledge that the construction of the Project is a critical part of the Portland Bureau of Parks and Recreation’s 2020 Vision Plan to deliver high quality parks and recreation services to all Portlanders. The parties recognize the need for the timely completion of the Project without interruption or delay.

1.3 The parties agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craft workers for the construction of the Project.

1.4 Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this Project, to encourage close cooperation between the parties so that a satisfactory, continuous and harmonious relationship will exist between the parties to this Plan.

1.5 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 parties agree to abide by the terms and conditions in this Plan, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise.

1.6 The parties further understand and agree that circumstances may arise which were not anticipated that could cause unforeseen difficulties for owners, labor or community. In such case all parties agree to work with the Advisory Committee (as hereinafter defined) to resolve these issues.

1.7 The parties agree that, as used herein, the term “good-faith efforts” is defined as an honest and genuine effort to meet the obligations imposed by this Plan, free from any intention or effort to avoid by any means such obligations. The requirement of good-faith efforts shall also include the obligation to take all objective and verifiable steps outlined in the plans and strategies of 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 and the Contractor.

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

2.3 The provisions of this Plan apply to all persons or entities 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.

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

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

2.6 The provisions of this Plan apply to the construction of the named Project.

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

ARTICLE 3 –ADVISORY COMMITTEE

3.1 The purpose and objective of the Advisory Committee is in recognition of the necessity for cooperation and communication in achieving the diversity goals of this Plan. The Advisory Committee will advise the Owner on the implementation of this Plan.

3.2. The Advisory Committee shall be comprised of Owner representatives, Contractor representatives, and community representatives from community-based organizations with a strong record of accomplishment of serving racial and ethnic minorities, women and low-income people (collectively, the “Advisory Committee”).

3.3 The Advisory Committee will review Contractor’s compliance with the contracting, apprenticeship, workforce, and local hire goals and programs established in this Plan. This includes reviewing Contractors’ good-faith efforts to meet goals; whether the certified firms are performing a commercially useful function; substitutions, additions or deletions of certified firms during contract performance; payments to certified firms; worksite disputes between Contractor and certified firms; and any other necessary provisions.

ARTICLE 4 – COMMUNITY APPRENTICESHIP GOALS /REQUIREMENTS

4.1 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 all Subcontractors with subcontracts of \$100,000 or more shall ensure that a minimum of twenty percent (20%) of all covered labor hours are worked by BOLI registered apprentices or federally registered apprentices in each apprenticeable trade. Contractor and subject Subcontractors shall provide a copy of this Plan in each subcontract, and ensure compliance by Subcontractors at all tiers.

Contractor and subject Subcontractors shall provide all apprentices a fair chance to perform successfully, allowing for possible lack of previous experience, recognizing that they are

responsible for providing on-the-job training, and that all apprentices should not be expected to have previous experience.

Contractor and subject Subcontractors shall pay apprentices at the rate required by the applicable collective bargaining agreement or in accordance with the state or federal prevailing wage rate applicable to the Project. The apprentices must be enrolled in state-approved apprenticeship programs during all of the hours worked on the Project by the apprentices. Contractor and subject Subcontractors will make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards, and shall match minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a late-term or journey-level mentor.

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

Recognized pre-apprenticeship programs and community-based organizations which have been approved by BOLI shall be used as a “first source” for entry into apprenticeship programs for hiring to meet the apprenticeship hour goals required under this Plan.

4.2 Contractors and subject Subcontractors shall register with BOLI as a Training Agent and ensure that all Subcontractors who have contracts in the amount of \$100,000 or more are registered as Training Agents. However, registration as a Training Agent in a specific trade is not required if there are no training opportunities in that trade on the Project, based on the maximum ratio allowed by BOLI.

- a. Only training programs approved by and registered with BOLI may be used to fulfill training requirements under the Plan.
- b. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flag person, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts which are not apprenticeable occupations are exempt from the training requirements.
- c. Exemptions to the training requirements must be approved by the Owner in writing prior to starting Work on the Project. Written requests for exemptions related to the training requirements will be considered by the Owner during the course of the Project, only for extreme circumstances, and must also be approved in writing. All requests to exempt all or any portion of the Work on the Project shall be submitted to the Owner fourteen (14) days before any Work on the Project begins. Requests for exemptions should be directed to the City’s Contract Compliance Specialist.

4.3 Contractors and subject Subcontractors must follow all of these steps in seeking apprentice referrals:

- a. Contact the appropriate apprenticeship program or dispatch center to request apprentices who are enrolled in the apprenticeship program; and
- b. Request female or minority apprentices from the union or open shop apprenticeship program if such an action will help remedy historical underutilization in the Contractor's workforce; and
- c. Keep a written record of the request for apprentices, including name of contact person at apprenticeship program, phone, fax, date, time, job location, start date, etc.; and
- d. Make reasonable and necessary efforts to recruit apprentice applicants from community organizations/recruitment resources, and seek to enroll them into an apprenticeship program, if the apprenticeship program is unable to supply an apprentice and if the program is open for applications or allows direct entry from community resources.

4.4 If the Contractor and subject Subcontractors are unable to fulfill its 20% requirement, then the Contractor or Subcontractor may also use methods (a) or (b) below.

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

4.5 The parties agree to facilitate the entry of historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people, who are interested in careers in the construction industry. To that end, the Contractor will strive in good faith to achieve the workforce diversity goals specified in Article 5 for the recruitment and retention of apprentices from historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income people.

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

Contractor and subject Subcontractors shall maintain documentation of their good-faith efforts to meet the apprenticeship Project hour goals for the duration of the Project and shall submit such

documentation to the Owner on a monthly basis. Documentation should include requests to union halls for signatory contractors, and to union or open shop apprenticeship programs.

4.6 The Contractor and subject Subcontractors shall submit the following documentation to the Owner. The Owner's failure to object to documentation submitted by the Contractor or subject Subcontractors shall not relieve them of the requirements of this section.

- a. The Contractor and subject Subcontractors must submit proof to the Owner that they are registered Training Agents with BOLI prior to beginning any Work on the Project, See the Workforce Plan Exhibit 2 (Attachment A). Failure to sign up as a Training Agent prior to beginning Work may subject the Contractor or subject Subcontractors to liquidated damages.
- b. Projected Hiring Needs, must also be submitted for each Subcontractor required to register as a Training Agent prior to beginning Work on the Project or within five (5) Calendar Days after the execution of the applicable subcontract, whichever occurs first, See the Workforce Plan Exhibit 2 (Attachment A). Work by a Subcontractor shall not begin prior to submission of such documentation. Failure to sign up as a Training Agent prior to beginning Work may subject the Contractor or subject Subcontractor to liquidated damages.
- c. The Monthly Employment Report (Attachment B) must be submitted by the Contractor and subject Subcontractors to the Owner by the 5th day of each month. The Contractor and subject Subcontractors shall follow the submittal instructions on the report form. All hours subject to prevailing wage rates on public projects, in addition to supervisors, foremen, and superintendents, shall be reported.

ARTICLE 5 – COMMUNITY WORKFORCE RECRUITMENT AND RETENTION GOALS

5.1 The parties agree to facilitate the recruitment, retention and promotion of historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people who are interested in careers in the construction industry. To that end, the Contractor will make all reasonable and necessary efforts to achieve the workforce diversity goals as outlined in the table below based on the anticipated Project completion date. It is anticipated that the Project will be completed during Fiscal Year 2016/2017, thus in accordance with the table the workforce diversity goals for the Project are anticipated to be 14% women and 29.5% people of color. The fiscal year runs from July 1st through June 30th. A person of Color includes members of either sex who are African-Americans, Hispanic Americans, Asian or Pacific Islanders, Native Americans or Alaskan Native Americans. These workforce diversity goals apply to the workforce of the Contractor and all Subcontractors with subcontracts of \$100,000 or more on the Project. The percentage of hours set forth, includes both apprenticeship hours and journey level hours.

Community Benefits Plan – Gateway Park Project

Fiscal Year	08/ 09	09/10	10/ 11	11/12	12/ 13	13/14	14/ 15	15/16	16/ 17	17/18
Female	6%	7%	8%	9%	10%	11%	12%	13%	14%	15%
People of Color	25.5%	26%	26.5%	27%	27.5%	28%	28.5%	29%	29.5%	30%

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

Contractor and subject Subcontractors shall maintain documentation of their success in maintaining such target percentages for the duration of the Project and shall submit such documentation to the Owner on a monthly basis. If Contractor or a subject Subcontractor is unable to meet this objective, the Contractor or subject Subcontractor shall document its good-faith efforts according to the provisions of this Plan to be reported to the Owner.

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

- a. Request minority and female applicants. Direct hiring of employees (such as "walk-ons") without providing notification of that job opportunity may not constitute a reasonable effort.
- b. Allow scheduled job site visits by participants in community programs, as safety allows, to increase awareness of job and training opportunities in the construction trades.
- c. Keep applications from qualified women and minorities for the duration of the Project, and contact them when an opening occurs. Keep applications of those who were qualified and not selected for an opening, and contact those persons when an opening occurs.
- d. Maintain 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. Ensure that employees are knowledgeable about the Contractor's or Subcontractor's policies if they need to report a harassment problem. Provide a complete orientation to the job site to all workers, including procedures for reporting problems, and expected crew behaviors.

Community Benefits Plan – Gateway Park Project

- f. Review and disseminate, at least annually, the Contractor's and Subcontractor's EEO policy and affirmative action obligations under this Plan with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.
- g. Regularly provide cultural competency training to all managers, supervisors, and owners, and conduct a review, at least annually, of all managers' and supervisors' adherence to and performance under the Contractor's and Subcontractor's EEO policies, affirmative action obligations, and cultural competencies.
- h. Take steps to reduce feelings of isolation among racial and ethnic minorities and women by making every attempt to have several racial and ethnic minorities and women at the job site and by informing such workers about available support systems.
- i. Provide adequate toilet facilities for women on the job site, by maintaining a clean, accessible and locked toilet for female crew members, and by removing graffiti immediately to help create a respectful environment.
- j. Contractor and subject Subcontractors recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. Contractor and subject Subcontractors agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- k. Contractor and Subcontractors shall maintain documentation of their best efforts of compliance with the strategies as set forth above and shall submit such documentation to the Owner as requested. Documentation should include requests to community resources who assist contractors with recruitment and referral of workers. The following table will be used to track the contact with the local hiring resources:

Community Labor Resources				
Organization	Contact	Phone Number	Contact Dates	Comments
Portland Youth Builders	Danny VanVoorhis	503-286-9350		
Oregon Tradeswomen	Connie Ashbrook	503-335-8200		
Local 737	Bruce Roller	541-801-2206		

ARTICLE 6 – COMMUNITY INVOLVEMENT AND LOCAL INVESTMENT

6.1 The focus of the funds being spent in the construction of the Project will go to the surrounding community in which the Project is being built. The City has set an aspirational goal of 25% of Project labor hours to be worked by East Portland residents and 25% of hard construction costs to be spent from East Portland businesses. For purposes of the Project, East Portland is defined as the communities within the 97220, 97230, 97216, 97233, 97266 and 97236 zip code boundaries. See Attachment E for scopes and anticipated total hard dollar participation. See Attachment F for estimated labor hours per scope and anticipated East Portland Labor hours per scope.

6.2 The Contractor commits to the Project labor hours proposed in its RFP response to be worked by East Portland residents and the proposed hard construction costs to be spent from East Portland businesses. If Contractor is unable to meet this objective, the Contractor shall document its good-faith efforts to comply and shall also document the lack of available East Portland workforce and business numbers sufficient to achieve this objective. See Attachment C. This log shows the subcontractors identified for each bid scope in the area along with their locations and any certification. The outreach to these will be tracked on the GFE Form 2 (Attachment D).

ARTICLE 7 – SUBCONTRACTING GOALS

7.1 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-five percent (25%), or approximately \$1,212,000 of the Hard Construction costs for the Project. Within the 25% goal for D/M/W/ESBs, we have allocated at least twelve percent (12%) of the hard construction cost to D/M/WBE certified contractors specifically, which is approximately \$600,000. “Hard Construction Costs” includes the cost to build the Project, including all related construction labor and materials, including fixed and built-in equipment costs in connection with the Project. Costs not directly related to the construction of the Project, such as overhead, administration or taxes, or other professional services are not considered, for purposes of this Plan, part of Hard Construction Costs. Attachment E shows the table of hard costs for each scope of work and what scopes we anticipate participation in.

7.2 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 parties therefore agree that, in conjunction with the Advisory Committee, the Owner and Contractor shall 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. These scopes have been identified in Attachment C.

As a component in creating success on this Project, Contractor and non-DBE Subcontractors in conjunction with the Owner and Advisory Committee, shall agree to assist qualified potential D/M/W/ESB bidders in the bidding and estimating process. Once subcontracts are secured, the parties shall also assist the successful D/M/W/ESB contractor by providing technical assistance as necessary to ensure the successful completion of the subcontract.

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

7.3 In order to allow smaller qualified contractors to successfully bid on subcontracts, the Owner shall require Contractor and Subcontractors holding subcontracts in excess of \$250,000 to provide targeted work scopes where feasible as determined by the Owner in consultation with the Advisory Committee. For purposes of this Section, targeted work scopes may be broken into discrete subcontracts where feasible as determined by the Owner in consultation with the Advisory Committee. Attachment E outlines the bid packages with scopes values and estimated participation. The majority of the packages are under \$250,000 in value.

7.4 The Contractor shall negotiate with Suppliers to purchase supplies and materials and shall require Suppliers to make available to all bidders those materials and supplies at the same cost.

7.5 To ensure that agreed upon goals and aspirations are met, and to assist in the implementation and monitoring, the Contractor has designated a Diversity Manager, FM Burch and Associates, to manage D/M/W/ESB outreach. The Diversity Manager will assist Contractor and Subcontractors in the preparation of D/M/W/ESB procurement procedures and ensure Contractor and Subcontractors compliance with Plan requirements.

The procurement of 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 D/M/W/ESBs. The process, at a minimum, will include timely public-advertisement of solicitations; availability of and easy access to specifications and plans; identification of all D/M/W/ESB opportunities by divisions of work; facilitating D/M/W/ESB 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 D/M/W/ESB Subcontracting Opportunities

The following criteria will be used in creating work packages for D/M/W/ESBs.

- Work normally subcontracted
- Risk compatible with critical path work
- Available D/M/W/ESBs
- Informal packages not greater than \$200,000
- Formal packages greater than \$200,000

Contractor, in collaboration with the City's Contract Compliance Specialist, will review all 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 D/M/W/ESB solicitation package for each scope of work identified for D/M/W/ESBs. This 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 shall provide the obligation to comply with the provisions of this Plan in all of its contracts with Subcontractors. Each subcontract will include a copy of the CBP as an attachment and will be referenced to as a requirement to comply with. The failure of the Contractor or the Subcontractors hereof, to comply with this Plan shall constitute a breach of a material provision of the Contract Documents by the Contractor. This includes, but is not limited to, compliance with all applicable federal, state, and local laws in regards to all matters concerning this Plan, including conducting business in the City of Portland. Accordingly, all Subcontractors and suppliers must be in compliance with: the City's business tax registration, Equal Employment Opportunity (EEO) certification, Equal Benefits, insurance and bonding requirements; the Americans with Disabilities Act (ADA); and Construction Contractors Board or Landscape Contractors Board licensing as applicable.

c. Identified Bidding Opportunities

Contractor will identify all divisions of work that will be subcontracted, see Attachment E. Outreach will start during the pre-construction phase to provide advance notice to 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 and City of Portland - Procurement Services websites to facilitate ascertaining the interest of 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. Direct Negotiations - solicitation packages up to \$50,000 (limited to circumstances that the Owner and the Contractor agree are necessary to meet certain requirements under the Contract and subject to the preparation of a written justification describing the same)
2. Informal Solicitations - solicitation packages not greater than \$200,000
3. Formal Price Based Solicitations - solicitation packages greater than \$200,000
4. Formal Qualification Based - solicitation packages greater than \$200,000

Contractor will mail a solicitation package to interested 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 Project's Contract Documents. Before a solicitation is released, the City's Contract Compliance Specialist will be provided with a copy of the solicitation package for review and comment.

Community Benefits Plan – Gateway Park Project

Contractor will make themselves available to assist prospective D/M/W/ESB bidders in understanding solicitation requirements.

1. Direct Negotiation - where the estimated work package value is up to \$50,000
Project work packages at this level will be negotiated directly with a D/M/W/ESB. Only one D/M/W/ESB need be solicited in this category and contract award may occur provided the bid amount is up to \$50,000 and other bid requirements are properly met. If no D/M/W/ESB is available, the work package will be bid to the open market.

All required documentation will be provided to the Contract Compliance Specialist.

2. Informal Solicitation - where the estimated work package is greater than \$50,000 and 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. 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 good-faith efforts (Form 1 &2) will be provided to the Contract Compliance Specialist.

3. 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*). Additionally, solicitation packages will be provided to the following organizations:

- Owner
- 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) will be provided to the Contract Compliance Specialist.

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

4. 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*). Additionally, solicitation packages will be provided to the following organizations:

- Owner
- 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) will be provided to the Contract Compliance Specialist.

Contractor will maintain three (3) full sets of plans and specifications for solicitation packages for review at local plan centers, such as (but not limited to), *Daily Journal of Commerce*, OAME Plan Center, MCIP and Ford Graphics.

RFP's 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 bidding on any package, division of work and/or work element having an estimated value greater than \$200,000, regardless of subcontracting tier, will be required to meet the Plan requirements, including the submission of all required forms. Contractor

will require all Subcontractors, regardless of tier, either bidding or quoting work on the Project for a dollar amount greater than \$200,000 to engage D/M/W/ESB requirements toward utilizing D/M/W/ESBs on the work being bid or quoted. Contractor will deem bid proposals not meeting this requirement to be non-responsive.

a. Pre-Bid/Pre-Proposal Meetings

Contractor will conduct pre-bid/pre-proposal meetings for all solicitation packages. 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 is required to notify the Contract Compliance Specialist of all pre-bid/pre-proposal meetings. For solicitation packages with an estimated value greater than \$200,000, Contractor will coordinate meetings with the Contract Compliance Specialist who must attend all pre-bid/pre-proposal meetings. Attachment H outlines the timeline for these events.

b. 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. Attachment H outlines the timeline for these outreach events.

Subcontractor Outreach

All Tier Subcontractors will conduct outreach as outlined above. All documentation of good-faith efforts (Form 1(Attachment G) & Form 2(Attachment D)) will be provided to the Contractor and Contract Compliance Specialist.

g. Technical/Business Assistance

Contractor will offer and provide the following technical assistance services to all 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 first 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 single 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 trucking 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 General Conditions within the Contract Documents. These provisions are mandatory on all Project contracts at any tier.

i. Pre/Post Contract Award Monitoring

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

Contractor will establish and maintain contact with all participating D/M/W/ESBs, regardless of tier, to monitor and coordinate efforts to prevent problems from arising and/or solve those that have arisen, which are or may contribute toward unsuccessful performance by the affected D/M/W/ESB(s). Information regarding such matters will be submitted with the Monthly Subcontractor Payment and Utilization Reports under separate cover to the Contract Compliance Specialist.

j. 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 D/M/W/ESB on the Project deemed to warrant replacement must be terminated in accordance with the provisions as set forth in this Plan. The basis for termination will be one or more of the following with supportive documentation:

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 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 good-faith 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 Contract Compliance Specialist.

ARTICLE 8 – REPORTING REQUIREMENTS

Contractor and Subcontractors shall maintain documentation of their compliance with the Plan requirements as determined by the Contract Compliance Specialist and shall submit such documentation monthly to the Owner and Contract Compliance Specialist. At a minimum, documentation shall include but is not limited to:

- a. D/M/W/ESB solicitation packages
- b. D/M/W/ESB 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. Capacity building results
- k. Community involvement and local investment results

1. Monthly Electronic Spreadsheet of D/M/W/ESB Awards/Material & Major Expenditures and Supplier Purchases

ARTICLE 9 - COMPLIANCE

9.1 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, the parties mutually agree that failure to meet the requirements of this Plan, including but not limited to the submission of required documentation, constitutes a material breach of the Contract.

9.2 **Remedies for Breach** – In the event of a breach of this Plan, the Owner may take any or all of the following actions:

a. Withholding Progress Payments. The Owner may withhold all or part of any progress payment or payments until the parties have remedied the breach of Contract. In the event that progress payments are withheld, the Contractor and Subcontractors shall not be entitled to interest on said payments.

If a Subcontractor(s) is responsible for a breach, the Owner may choose to withhold only their portion of the progress payment.

b. Liquidated Damages. The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for Contractor's or Subcontractor(s) failure to comply with the Plan. The parties further agree that it is difficult, if not impossible, to determine the cost to the Owner when, due to a lack of good-faith efforts, workforce or subcontracting opportunities are not provided.

Therefore, if Contractor or a Subcontractor fails to make the good-faith efforts required by this Plan, the Contractor or Subcontractor agrees to pay liquidated damages of \$1000 for each violation of noncompliance or until the breach is remedied. Additionally, the Contractor or Subcontractor agrees to pay the sum of \$250 per day for each day of missed apprenticeship hours or until the breach of contract is remedied. Damages may be assessed for failure to meet the 20% apprenticeship training requirements by the prime and each required subcontractor in each trade employed. Damages will be calculated based on the training hours not provided to the Compliance Agency at a rate of \$250 per day. For example, if the Contractor was required to provide 200 hours of carpenter training (20% of 1,000 total carpenter hours), and the Contractor only provided 150 training hours, then the difference (50 hours) is divided by 8 (one day of work) to determine number of days of undelivered training. ($50/8 = 6.25 \times \$250 = \$1,562.5$). Such liquidated damages shall be the Owner's sole and exclusive remedy for failure to comply with the good-faith efforts requirements.

These damages are independent of any liquidated damages that may be assessed under other provisions of the Contract Documents.

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

d. **Other Remedies.** The Owner's foregoing rights and remedies shall not be deemed exclusive and shall be in addition to any and all rights otherwise available at law or in equity. The exercise by the Owner of one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or of any of its remedies for any other default by the Contractor, including, without limitation, the right to compel specific performance.

ARTICLE 10 - SEVERABILITY

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.

Attachment A

Workforce Plan (Exhibit 2)

Bid #:

Project Name:

Company Name:

Contract Amount: \$

Federal Tax ID:

Prime Contractor:

☐

Subcontractor:

☐

Instructions

1. This form must be completed by the prime and each subcontractor with a subcontract of \$100,000 or more.
2. Please state how you plan to perform the work on this project, indicating the number of journey workers and apprentices.
3. This plan must demonstrate how your company will fulfill all Workforce Training & Hiring Program requirements, including utilization of apprentices, and diversity goals.

List all Trades to be used on this Project (one trade, per line)	Total # of Journey Workers	Total # of Apprentices	Total # of Female Workers	Total # of Minority Workers	# and level of New Hires (i.e. 1A or 1J)	Anticipated Start Date	Estimated Total Hours (all workers in each trade)

Please list the apprentices who will work on this project. If you need more space, attach an additional sheet of paper. Compliance Staff must approve all apprentices on the project.

Name of Apprentice	Trade	Race	Gender	Date of Hire	STAFF USE ONLY

If no current apprentices, indicate when and how they will be hired:

Name of Workforce Plan Administrator (for Apprentice/Diversity Goals):

Phone:

Fax:

E-mail address ?

Phone number:

Are you a registered Training Agent? ☐ Yes ☐ No Are you a Union or Open Shop Contractor? ☐ Union ☐ Open Shop

Which JATC dispatches apprentices to your company?

Name:

Phone:

Fax:

Name:

Phone:

Fax:

Please answer the following questions concerning your efforts to achieve the diversity goals on this project:

1. How do you plan to achieve the diversity goals on this project?
2. Other than your JATC, what resources will you use to recruit minority and female workers for this project (please check all that apply)?

☐ Oregon Tradeswomen
☐ Constructing Hope

☐ ETAP
☐ Job Corps

☐ Portland YouthBuilders
☐ Other

3. Do you need any assistance with meeting the apprenticeship requirements or diversity goals on this project?

☐ Yes ☐ No

Prepared By (print):

Signature:

Date:

Send to:
City of Portland, Bureau of Internal Business Services, Procurement Services
1120 S.W. Fifth Avenue #750, Portland, OR 97204
Phone (503) 823-5047 or FAX (503) 823-5539

Attachment B

MONTHLY EMPLOYMENT REPORT

COMPANY NAME	FEDERAL TAX ID	MONTH ENDING	BIDNO	PRIME?	FINAL REPORT?
USE ALL CAPS!				-	-

The Monthly Employment/Training Report must be completed by the prime contractor and all subcontractors with contracts of \$100,000 or more. The prime contractor shall submit a report for its workforce on the project. Each subcontractor shall separately submit a report for its workforce on the project. It is the responsibility of the prime contractor to assure that all subcontractors submit Monthly Employment/Training Reports in a timely manner.

Complete the form on the worksheet titled MER (third tab), filling in all categories for each employee working on the project during the reporting period.

For Job Classification only enter "J" (Journeyman) or "A" (Apprentice). Graduates are considered Apprentices up to a year from their graduation date.

Email the completed worksheet as an Excel attachment to Paula.Wendorf@portlandoregon.gov no later than the 5th of each month for work performed during the previous month. The emailed worksheet must be titled **mer.xls**. Please do not change the worksheet's layout or contents.

Please direct questions about electronic data submission to the same email address.

REVISED 3.11.11

FEDID	MONTHENDING	BIDNO	LASTNAME	FIRSTNAME	ZIP	SSN	JOBCLASS	LEVEL	RACE	GENDER	HOURS	PRIME?
953284158	8/31/2002	100758	DOE	JANE	97214	9874	1010	A	C	F	32	NO
953284158	8/31/2002	100758	DOE	JOHN	97204	7489	1018	J	C	M	154	NO

Attachment C

Bid Package	Description	Value		Targeted Subs	MWESB Certifications	East Portland Business/Zip Code
1	Landscape	\$385,857.00	1	Vavrusa	ESB, MBE, WBE	YES/97233
			2	Miller Factors	WBE	NO
			3	Precision Landscape Services	NONE	YES/97266
			4	Big Sky Landscaping	NONE	YES/97266
			5	Preferred Landscape Construction	NONE	YES/97236
2	Electrical	\$592,314.00	1	Oneill	DBE, MBE	NO
			2	Northstar	NONE	NO
			3	Affordable	DBE, MBE	NO
			4	Lear	ESB	YES/97220
			5	Electech	ESB	YES/97230
			6	Jet Electric	DBE, ESB, WBE	YES/97220
3	Structural Steel	\$251,515.00	1	Carr	NONE	NO
			2	Liberty Steel	DBE, ESB, MBE	YES/97230
			3	Aldaz Specialties	ESB, MBE	YES/97220
			4	Buffalo Welding	DBE, MBE	NO
			5	OREGON PACIFIC CONSTRUCTION	ESB	NO
4	Polycarbonate Roof	\$212,000.00	1	Custom Designed Skylights	NONE	NO
			2	Lacey Glass	NONE	NO
			3	AK LTD Plastics	WBE	YES/97230
			4	RUDMAR	MBE	YES/97266
5	Structural Concrete	\$140,000.00	1	Finishing Touch LLC	ESB	YES/97236
			2	JR Concrete Construction	DBE, MBE	YES/97236
			3	OREGON PACIFIC CONSTRUCTION	ESB	NO
			4	Payne Construction	NONE	YES/97220
			5	Kelaye Concrete	DBE, WBE, ESB	NO
6	Roofing	\$18,800.00	1	Casa Bonita	DBE, ESB, MBE	YES/97230
			2	Donohue Construction	ESB	YES/97236
			3	Finishing Touch LLC	ESB	YES/97236
			4	Molinas Construction	DBE, ESB, MBE	97236
			5	Donkin Construction	ESB	97266
			6	Cool Planet Solar	DBE, ESB, WBE	97220
			7	Reliable Contractor	ESB, MBE	97266
			8	B&K Sheet Metal	ESB	97220
			9	3 diamond	ESB	97216
			10	Delgado General Contractor	MBE ESB	97216
7	Plumbing	\$50,000.00	1	Bryan R Green	ESB	
			2	Ferrari Enterprises	ESB	97236
			3	A-1 Sewer	ESB	97233
			4	D&F Plumbing	WBE	NO
			5	Power Plumbing	ESB	NO
8	Drywells	\$75,000.00	1	NTA	NONE	97266
			2	Duke	NONE	NO
			3	JW Underground	NONE	NO
			4	A-1 Sewer	ESB	97233
			5	Just Bucket	MBE	NO
9	Office Fitout	\$50,000.00	1	Casa Bonita	DBE, ESB, MBE	97230
			2	CHE Group	DBE, ESB, WBE	97230
			3	Donohue Construction	ESB	97236
			4	Donkin Construction	ESB	97266
			5	Gibson Door & Millwork	DBE, WBE	97266
			6	RUDMAR	MBE	97266
			7	Delgado General Contractor	MBE, ESB	97216
			8	Cabinet Outlet Broker	MBE	97266
10	Site Furnishings	\$133,670.00	1	McDermott Fence	DBE, ESB, WBE	97216
			2	Reliable Fence	ESB	97233
			3	West/Meyer	WBE, ESB	97230
			4	Finishing Touch LLC	ESB	97236
			5	JR Concrete Construction	DBE, MBE	97236
11	Fencing	\$38,480.00	1	Superior Fence	NONE	97266
			2	McDermott Fence	DBE, ESB, WBE	97216
			3	Reliable Fence	ESB	97233
			4	West/Meyer	WBE, ESB	97230
			5	Zochert Fence	ESB	NO
			1	Cascadian	ESB	NO

12	Playground	\$283,262.50	2	Precision Recreation	NONE	NO
			3	GR Morgan	ESB	NO
			4	B&R	NONE	NO
			5	CES	NONE	NO
13	Water Feature	\$276,000.00	1	AYM	WBE	NO
			2	Andersen Pacific	NONE	NO
			3	Anderson Poolworks	NONE	NO
14	Skate Park	\$91,000.00	1	Evergreen	ESB	NO
			2	Grindline	NONE	NO
			3	Dreamland Skateparks	NONE	NO
			4	Spohn Ranch	NONE	NO
			5	Newline Skate Parks	NONE	NO
15	Decks and Bridges	\$10,227.00	1	Iron Triangle	NONE	NO
			2	Finishing Touch LLC	ESB	97236
			3	Molinas Construction	DBE, ESB, MBE	97236
			4	Casa Bonita	DBE, ESB, MBE	97230
			5	Donkin Construction	ESB	97266
				Delgado General Contractor	MBE ESB	97216
16	Site Walls	\$185,150.00	1	Finishing Touch LLC	ESB	97236
			2	JR Concrete Construction	DBE, MBE	97236
			3	OREGON PACIFIC CONSTRUCTION	ESB	NO
			4	Payne Construction	NONE	YES/97220
			5	Kelaye Concrete	DBE, WBE, ESB	NO
17	Survey	\$22,000.00	1	Buckel	DBE, WBE, ESB	NO
			2	Compass	ESB	NO
			3	TCC & Associates	DBE,ESB, MBE	97266
			4	Ferguson Land Surveying	ESB	97216
			5	CMT	ESB	NO
18	Trucking	\$75,000.00	1	Bailey's Construction Unlimited	DBE, ESB, MBE	97230
			2	GI Trucks LLC	DBE, ESB, MBE	97233
			3	Peter Aktar	DBE, ESB, MBE	97220
			4	SLB Transportation	DBE, ESB, WBE	97266
			5	NESW Trucking	DBE, ESB, MBE	97220
19	Traffic Control	\$13,500.00	1	Canells Flagging	DBE, MBE, WBE	97230
			2	All About Flagging	DBE, MBE,ESB,WBE	97220
			3	J&M Flagging	DBE, MBE,ESB,WBE	97220
			4	NW Traffic Control	WBE	97220
			5	A2Z	DBE, MBE, WBE	97230
20	Tree Removal	\$6,600.00	1	Skyline Tree Service	ESB	97233
			2	Timberland Tree Service	ESB	97220
			3	NW Tree Specialists	WBE	NO
			4	Harrity Tree	ESB	NO
			5	NW Tree Work	ESB	NO
21	Concrete Cutting	\$3,000.00	1	Bedrock Conrete Cutting	ESB	97216
			2	Penhall Concrete Cutting	NONE	97220
			3	Green Deconstruction	DBE, WBE	97230
			4	Brothers Concrete Cutting	DBE, MBE	NO
			5	A Cut Above Concrete Cutting	ESB	NO
	Supply Rock	\$130,000.00	1	Portland Sand and Gravel	NONE	97266
			2	ECR	NONE	97230
			3	Knife River Gresham	NONE	NO
			4	Cemex	NONE	NO
			5	CalPortland	NONE	NO
	Supply Concrete	\$186,000.00	1	Ross Island	NONE	NO
			2	Knife River	NONE	NO
			3	CalPortland	NONE	NO
			4	Cemex	NONE	NO
			5	Wilsonville Ready Mix	NONE	NO
	Supply Topsoil	\$22,500.00	1	Portland Sand and Gravel	NONE	97266
			2	Dan Jones	NONE	NO
			3	EZ Grade	DBE, ESB, WBE	NO
			4	Site One	NONE	NO
			5	S&H	NONE	NO
	Supply Pine	\$26,000.00	1	Consolidated	NONE	NO
			2	Ferguson	NONE	97230

	Supply Pipe	\$20,000.00	3	HD Supply	NONE	NO
			4	HD Fowler	NONE	NO
	Supply Dumpsters	\$1,500.00	1	NW Hauling and Scrapping	ESB	97266
			2	City of Roses	DBE, ESB, MBE	97220
			3	USA Junk	ESB, MBE	97220
			4	River City	NONE	97220
			5	Waste Management	NONE	NO
	Supply Dumpsite	\$12,000.00	1	Portland Sand and Gravel	NONE	97266
			2	ECR	NONE	97230
			3	Knife River Gresham	NONE	NO
			4	Grimms Fuel	NONE	NO
			5	S&H	NONE	NO
	Field Sanitary Services	\$3,500.00	1	American Sani-Can	ESB	97220
			2	Honey Bucket	NONE	NO

Attachment D

CITY OF PORTLAND GOOD FAITH EFFORT PROGRAM M/W/ESB CONTACT / BIDS RECEIVED LOG (FORM 2)

Bidder Name:

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 <small>Use list provided for areas of subcontracting. (Painting, electrical, landscaping, etc.)</small>	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY <small>Check Yes or No</small>			REJECTED BIDS <small>(if bid received & not used)</small>		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used <small>(Price, Scope or Other. If Other, explain in Notes>>)</small>	
<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 of the apparent low Bidder 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.

Attachment E

Bid Package #	Subcontracting/Supplier Opportunites/Packages	Estimate \$ Value	Procurement Method	% of Estimated Hard Cost	MWESB Goal	DMW Goal	MWESB Total \$	East Portland Business Goal	East Portland Business Total \$
1	Landscape	\$385,857.00	Qualification Based Formal Solicitation	8.68%	8.68%	8.68%	\$385,857.00	8.68%	\$385,857.00
2	Electrical	\$592,314.00	Qualification Based Formal Solicitation	13.33%	0.00%	0.00%	\$88,847.10	0.00%	\$0.00
3	Structural Steel	\$251,515.00	Informal Solicitation	5.66%	0.00%	0.00%	\$0.00	5.66%	\$251,515.00
4	Polycarbonate Roof	\$212,000.00	Informal Solicitation	4.77%	4.77%	4.77%	\$212,000.00	0.00%	\$0.00
5	Structural Concrete	\$140,000.00	Informal Solicitation	3.15%	0.00%	0.00%	\$0.00	0.00%	\$0.00
6	Roofing	\$18,800.00	Negotiated	0.42%	0.00%	0.00%	\$0.00	0.42%	\$18,800.00
7	Plumbing	\$50,000.00	Negotiated	1.13%	0.00%	0.00%	\$0.00	1.13%	\$50,000.00
8	Drywells	\$75,000.00	Early Work Negotiated	1.69%	0.00%	0.00%	\$0.00	1.69%	\$75,000.00
9	Office Fitout	\$50,000.00	Negotiated	1.13%	0.00%	0.00%	\$0.00	1.13%	\$50,000.00
10	Site Furnishing	\$133,670.00	Price Based Formal Solicitation	3.01%	0.00%	0.00%	\$0.00	3.01%	\$133,670.00
11	Fencing	\$38,480.00	Negotiated	0.87%	0.87%	0.87%	\$38,480.00	0.87%	\$38,480.00
12	Playground	\$283,262.50	Qualification Based Formal	6.37%	0.00%	0.00%	\$0.00	0.00%	\$0.00
13	Water Feature	\$276,000.00	Informal Solicitation	6.21%	6.21%	6.21%	\$276,000.00	0.00%	\$0.00
14	Skate Park	\$91,000.00	Informal Solicitation	2.05%	2.05%	0.00%	\$91,000.00	0.00%	\$0.00
15	Decks and Bridges	\$10,227.00	Negotiated	0.23%	0.00%	0.00%	\$0.00	0.23%	\$10,227.00
16	Site Walls	\$185,150.00	Qualification Based Formal	4.17%	0.00%	0.00%	\$0.00	0.00%	\$0.00
17	Survey	\$22,000.00	Negotiated	0.50%	0.50%	0.00%	\$22,000.00	0.00%	\$0.00
18	Trucking	\$75,000.00	Informal Solicitation	1.69%	1.69%	1.69%	\$75,000.00	1.69%	\$75,000.00
19	Traffic Control	\$13,500.00	Negotiated	0.30%	0.30%	0.00%	\$13,500.00	0.30%	\$13,500.00
20	Tree Removal	\$6,600.00	Negotiated	0.15%	0.15%	0.00%	\$6,600.00	0.15%	\$6,600.00
21	Concrete Cutting	\$3,000.00	Negotiated	0.07%	0.07%	0.00%	\$3,000.00	0.07%	\$3,000.00
22	Earthwork	\$429,684.00	Self Perform	9.67%	0.00%	0.00%	\$0.00	0.00%	\$0.00
23	Concrete Flatwork	\$583,192.00	Self Perform	13.12%	0.00%	0.00%	\$0.00	0.00%	\$0.00
24	Shotcrete	\$95,100.00	Qualification based formal	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
25	Natural Stone	\$13,687.50	Negotiated	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
				Total Anticipated Participation	25.28%	22.22%	\$1,212,284.10	25.01%	\$1,111,649.00

Attachment F

Bid Package #	Subcontracting/Supplier Opportunities/Packages	Estimate \$ Value	Procurement Method	Estimated Labor Hours	East Portland Labor Hours
1	Landscape	\$385,857.00	Qualification Based Formal Solicitation	1350.00	337.5
2	Electrical	\$592,314.00	Qualification Based Formal Solicitation	1220.00	305
3	Structural Steel	\$251,515.00	Informal Solicitation	750.00	187.5
4	Polycarbonate Roof	\$212,000.00	Informal Solicitation	250.00	62.5
5	Structural Concrete	\$140,000.00	Informal Solicitation	550.00	137.5
6	Roofing	\$18,800.00	Negotiated	100.00	25
7	Plumbing	\$50,000.00	Negotiated	120.00	30
8	Drywells	\$75,000.00	Negotiated	96.00	24
9	Office Fitout	\$50,000.00	Negotiated	40.00	10
10	Site Furnishing	\$133,670.00	Price Based Formal Solicitation	200.00	50
11	Fencing	\$38,480.00	Negotiated	48.00	12
12	Playground	\$283,262.50	Qualification Based Formal	1000.00	250
13	Water Feature	\$276,000.00	Informal Solicitation	675.00	168.75
14	Skate Park	\$91,000.00	Informal Solicitation	625.00	156.25
15	Decks and Bridges	\$10,227.00	Negotiated	500.00	125
16	Site Walls	\$185,150.00	Qualification Based Formal	1800.00	450
17	Survey	\$22,000.00	Negotiated	125.00	31.25
18	Trucking	\$75,000.00	Informal Solicitation	800.00	200
19	Traffic Control	\$13,500.00	Negotiated	240.00	60
20	Tree Removal	\$6,600.00	Negotiated	40.00	10
21	Concrete Cutting	\$3,000.00	Negotiated	20.00	5
22	Earthwork	\$429,684.00	Self Perform	3450.00	862.5
23	Concrete Flatwork	\$663,570.00	Self Perform	4500.00	1125
24	Shotcrete	\$95,100.00	Qualification Based Formal	800.00	200
25	Natural Stone	\$13,687.50	Negotiated	40.00	10
			Total Labor Hours	19339.00	4834.75

Attachment G

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:
Project Name:

Total Bid Amount:
Bid Number:

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	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# ax # 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:

Bid Number:

Total Bid Amount:

Project Name:

<u>LIST ALL SUBCONTRACTORS BELOW</u> (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	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"/>

[illegible]