

Community Benefits Plan – Loowit View (Beech) Park Project

EXHIBIT A

COMMUNITY BENEFITS PLAN

LOOWIT VIEW (BEECH) PARK PROJECT FEBRUARY 18, 2015 (Revised May 13, 2016)

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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 Loowit View (Beech) 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 Stacy and Witbeck Inc. and Raimore Construction (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 OVERVIEW

The Loowit View (Beech) Park Project (“the Project”) is a 16 acre undeveloped site surrounded by a working farm, single family residences and Shaver Elementary School in NE Portland’s Argay neighborhood. This site is intended to be developed into a public park, public place, and natural area providing recreational opportunities for the people in the community. This undeveloped site is located at 131st Place & Beech in Portland, Oregon.

The owner Portland Park and Recreation 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- utilization/inclusion of minorities, women and low-income people in the construction industry.

The community includes current residents and businesses around the Project site as well as individuals and business owners, especially people of color with diverse social economic backgrounds and the economically disadvantaged children of color, which is growing at a fast rate.

Portland Park and Recreation invited community members, project partners and key stakeholders to join a Community Benefits Advisory Committee (“CBAC”) and participate in the establishment of a Community Benefits Plan (“CBP”) associated with the Project.

RESPONSIBLE PARTIES

Responsible parties on this section include:

- Portland Park and Recreation (Owner)
- Prime Contractors, Stacy and Witbeck, Inc. and Raimore Construction, LLC.
- All sub-contractors participating on the project.

2.2 SCOPE OF PLAN

This plan will be used for the entire Loowit View (Beech) Park project from design to close out to ensure that we are maximizing the benefit to the public.

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1. Design Phase (July 2015 – April 2016)
 - a. Development of Community Benefits Plan, which will include meeting bi-monthly with the Community Benefits Advisory Committee.
 - b. Identify opportunities to increase diversity in the professional and technical workforce in the office.
 - i. Sustainability Planning
 - ii. Document Control
 - iii. Take off and estimating support
 - c. Staff will be identified internally for mentoring and promotion opportunities.
2. Pre/Early-Construction – (March 2015 – June 2016)
 - a. Work closely with community based programs (construction Hope, Oregon Tradeswomen, POIC), unions, and NW College of Construction to meet the eastside employment and diversity goals for the project.
 - b. Formalize work plans with MCIP and NAMC-Oregon to increase outreach and opportunities for DMWESB's.
 - c. Formalize workshops with MCIP to increase DMWESB's participation and to provide technical support on this project.
 - d. Contract with eastside businesses to host and cater all open houses, pre-bids and technical support services meetings.
 - e. Review all early work packages to determine where we can directly negotiate with east side businesses as suppliers, subcontractors to participate specifically seeking those firms that are DMWESB's certified
 - f. Finalize all bid/work packages and initiate campaign to advertise project with community organization, trade publications to maximize participation.
3. Construction (May 2016 – July 2017)
 - a. Ensure all reporting is transparent and timely.
 - b. Identify and schedule monthly meetings with project team and Community Benefits Advisory Committee to ensure that CBP goals are being met.
 - c. Work with MCIP to provide technical support for DMWESB's. Including:
 - i. Back office support
 - ii. Scheduling
 - iii. Invoicing
 - iv. Reporting
4. Contract /Construction Closeout (January 2017 – Aug 2017)
 - a. Review process with subcontractors to address issues and concerns related to the project. Develop a “lessons learned” for future projects.

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2.3 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.

2.4 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.

2.5 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.

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

2.7 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.

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

2.9 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

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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 trade. Contractor and subject Subcontractors shall provide a copy of this Plan in each subcontract, and ensure compliance by Subcontractors at all tiers.

(See Exhibit 2, CBP Workforce Plan, page 33)

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.

(See Exhibit 3, Request for Apprentice Form, page 34)

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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 crafts with apprentice, 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 don't have any apprenticeship 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

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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

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the Project. 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. 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.

(See Exhibit 2, CBP Workforce Plan, page 33)

- c. The Monthly Employment Report 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.

(Monthly Employment Report Sample, page 35-36)

**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.

Fiscal Year	08/ 09	09/10	10/ 11	11/12	12/ 13	13/14	14/ 15	15/16	16/ 17	17/18
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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

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complete orientation to the job site to all workers, including procedures for reporting problems, and expected crew behaviors.

- 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.

5.3 Goals and Commitments

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Raimore Construction and Stacy and Witbeck will meet the goals outlined in the RFP. These included but will not be limited to the following:

- DMW/ESB Utilization: Prime Contractor commits to 22% utilization of all hard construction cost, approximately \$1,372,051, to be allocated to DMW/ESB firms certified by the State of Oregon. In which 12%, approximately \$748,391, will be allocated to DMW/BE firms.
- Business for east side residents: Prime Contractor commits to 25% of all hard construction cost, approximately \$1,559,148, will be spent from Portland east side businesses of the following zip codes (97220, 97230, 97216, 97233, 97266 and 97236)
- Jobs for east side residents: Prime Contractor commits to insuring that 25% of the total project labor hours, approximately \$1,559,148, will be worked by east side residents living in the following zip codes (97220, 97230, 97216, 97233, 97266, and 97236).
- Jobs for People of Color: Prime Contractor commits to ensuring that 29.5% of the total project labor hours will be worked by people of color.
- Jobs for Women: Prime Contractor commits to ensuring that a minimum of 14% of labor hours on the project are worked by women.
- Apprenticeship Utilization: Prime Contractor commits to ensure that a minimum of 20% of labor hours in each apprentice-able trade performed by the Prime Contractor and subcontractors are worked by state-registered apprentices for any contract or sub-contract of \$100,000.
- Living Wage Jobs: Contractor will pay prevailing wages to workers on the project as required by state law.
- Construction Career Pipeline: Prime Contractor will use existing partnerships to increase access for Community members to the employment and training opportunities related to the Project.

5.4 Strategies to achieving goals and commitments:

- Prime Contractors have compiled a list of all certified contractors in the targeted zip codes. Based on past relationships we have also developed a list of certified subcontractors outside the targeted zip codes. We intend to meet DMWBE and DMWESB requirements by soliciting participation from these two lists.
- We intend to create economic opportunities for Businesses in the community, with a special effort on creating opportunities for DMWBE businesses. Raimore Construction and Stacy and Witbeck will accomplish this by utilizing media advertising in trade publications, flyers placed at community centers and direct solicitation to certified firms. We will also use minority contracting groups like NAMC and MCIP to help advertise the

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various project opportunities to achieve maximum participation.

- It is our objective to create jobs and economic opportunities for the community members with a targeted outreach to people of color and women who have been historically underutilized. We intend to heighten community awareness of the workforce and apprenticeship training opportunities by conducting open houses and creating media material including flyers and ads to place in local business and community centers in the targeted zip codes to promote the project. This media will clearly outline opportunities for potential employment and list all pre-apprenticeship programs, unions, and NW College of Construction contact information.
- Prime Contractors have already met with NW College of Construction, union local 29 ironworkers and union local 701 operating engineers about the Project. In addition, we intend to meet with the cement masons and labor unions to make them aware of the potential employment opportunities for their members specifically those who are minority, women and residents in the targeted zip codes.
- Prime Contractors have met with Oregon Tradeswomen and intend to meet with Construction Hope and Portland Opportunities Industrialization Center about identifying potential employment candidates for the Project.
- Prime Contractors have formed partnerships with NAMC-Oregon and MCIP to assist in targeted outreach and contractor engagement support to small community based businesses, especially DMW/ESB certified firms. We are on the schedule to present the Project at the NAMC March meeting.
- Prime contractors will make presentations and provide information on the project to increase access for community members, with an emphasis on the need for long term training opportunities that will lead to potential workers becoming Journeyman level.
- Any subcontractors awarded contracts at or above \$100,000 will be required to meet the goals and terms of this CBP.

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

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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.

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.

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-two percent (22%) of the Hard Construction costs for the Project. Within the 22% goal for D/M/W/ESBs, the goal is to allocate twelve percent (12%) to D/M/WBE certified contractors. “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.

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.

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.

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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.

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 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.

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a. Business Requirements

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

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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.

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)

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- National Association of Minority Contractors Oregon (NAMC)
- 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.

(See City of Portland Good Faith Effort Program, page 37-38)

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:

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- 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.

(See City of Portland Monthly Subcontractor Payment and Utilization Report, page 39-40)

a. 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 Contract Compliance Specialist of all pre-bid/pre-proposal meetings. For solicitation packages with an estimated value greater than \$200,000, Contractor and Subcontractor will coordinate meetings with the Contract Compliance Specialist who may attend all pre-bid/pre-proposal meetings as required or needed at their discretion.

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

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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 good-faith efforts (Form 1 & 2) will be provided to the Contractor and Contract Compliance Specialist.

(See City of Portland Good Faith Effort Program, page 37-38)

c. 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.

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d. 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.

e. 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.

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

Prime contractor(s) and all subcontractors with contracts at or in excess of \$100,000 will be required to maintain records of workforce (apprenticeship and diversity) and sub-contracting

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opportunities afforded to DMWESB’s. All forms will be submitted to owner on a monthly basis and reviewed during monthly meetings with the project team and the Community Benefits Advisory Committee. Typical forms used:

1. Certified Payrolls
2. Monthly Employment Reports
3. Monthly Utilization Contractor
4. Request for Apprentice
5. Subcontractor Change Request Form
6. Community Benefits Workforce Plan
7. Project Hire Needs Form

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

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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.

ARTICLE 11 - OUTREACH

Our outreach efforts for this project will be a combined effort of the prime contractors, MCIP and NAMC. By coordinator our efforts, we feel that we will be most effective in building synergies that will be critical to meeting our aggressive goals for this project. Our outreach will include the following:

Meetings

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1. Open House –This will be a community event located in an event center within the targeted zip codes. This open house will provide a complete overview of the project, project goals, supply and subcontracting opportunities. It is our hopes to have these bid packages finalized by the date of the open house, so the proposed scopes can be presented at that time as well. MCIP will participate and explain subcontractor support services that will be offered on this project and NAMC will help with sub-contractor outreach. (Location and times are being finalized. Currently projected to happen in Mid-March, 2016)
2. Pre-Bid Meetings – There will be series (two to three) of pre-bid meetings schedule once the bid packages have been finalized (we anticipate this in early to mid-April). At the pre-bids, work scopes will be clearly defined and sub-contractors will have an opportunity to ask questions. MCIP will cohost these pre-bids and outline support services they offer. (Location and times are being finalized. Currently projected to happen in late March or early April, 2016)
3. Workshops - We will be sponsoring a series of workshops in conjunction with MCIP to offering support services to sub-contractors as needed. These workshops will include help with estimating, contract compliance and back office administration and reporting. (Location and times are being finalized. Currently projected to happen in late early to Mid-April, 2016)

DMWESB SPECIFIC OUTREACH

We have identified all the DMWESB firms in the Targeted Zip Codes. These firms will be targeted with direct solicitation to insure that they attend the open house and pre-bid meetings.

Firm	Zip	Potential Scope	Certification
City of Roses Disposal & Recycling	97220	Development & Implementation of the Construction Waste Recycling Plan	D/W/MBE
American Sani-Can	97220	Temporary Sanitary Facilities	ESB
Bailey Construction Unlimited	97220	Dump Trucking	E/MBE and ESB
J&M Flagging	97220	Traffic Control Flagging and Temporary Signage	D/W/MBE and ESB
Jet Electric	97220	Electrical	D/W/MBE
Lear Electric	97220	Electrical and Photo Voltaic Systems	ESB
Merit Contracting of Oregon	97220	Construction Office Custodial Services	M/WBE and ESB
Mountain View Flagging, Inc.	97220	Traffic Control Flagging and Temporary Signage	D/W/MBE

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NW Traffic Control	97220	Traffic Control Flagging and Temporary Signage	WBE
Peter Akhtar Trucking, Inc.	97220	Dump Trucking	D/MBE and ESB
Willamette Fence Co., Inc.	97220	Temporary and Permanent Fencing	ESB
Canell's Flagging, LLC	97230	Traffic Control Flagging and Temporary Signage	D/W/MBE
Cestusline, Inc.	97230	Work glove supplier	M/WBE
Electec Lighting & Electrical, Inc.	97230	Electrical	ESB
Liberty Steel Erectors	97230	Fabrication and Erection of miscellaneous and structural steel	D/MBE and ESB
West/Meyer Fence	97230	Temporary and Permanent Fencing	WBE and ESB
Bedrock Concrete Cutting, Inc.	97216	Concrete and asphalt sawing and coring	ESB
Portland Fence Co./American Fence Co	97216	Temporary and Permanent Fencing	D/WBE and ESB
G.I. Trucking	97233	Dump Trucking	D/WBE and ESB
Reliable Fence and Construction, Inc.	97233	Temporary and Permanent Fencing	ESB
Camillo's Janitorial Service	97220	Construction Office Custodial Services & construction clean up	MBE and ESB
NW Janitorial Service	97266	Construction Office Custodial Services & construction clean up	W/MBE and ESB
S.L.B. Transportation	97266	Dump Trucking	D/WBE and ESB
TCC & Associates	97266	Construction Staking	D/MBE and ESB
Bestrade Enterprises	97236	Construction Office Custodial Services & construction clean up	D/MBE and ESB
Dyeesha's Janitorial & Cleaning Services	97236	Construction Office Custodial Services & construction clean up	M/WBE and ESB
Ferguson Painting Services	97236	Painting and Finishes	ESB
JR Concrete Construction	97236	Concrete hardscape surfacing	D/MBE

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Laras Construction	97236	Tile and stone surfacing	MBE and ESB
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In addition to the DMWESB firms identified above. Both prime contractors have long standing relationships with other qualified firms and if we anticipate concerns with reaching our goals, we will actively direct solicit the following firms for participation:

Firm	Zip	Potential Scope	Certification
Valley Growers	97032	Landscaping	D/W/MBE and ESB
Green Art Landscaping	97124	Landscaping	D/MBE
Kurusu International, INC.	97227	Landscaping	MBE
Pac-Green Nursery and Landscaping, LLC	97413	Landscaping	WBE/ESB
Pro Landscape, INC,	97123	Landscaping	
Ramos, INC.	97116	Landscaping	D/MBE and ESB
O'Neil Electric	97202	General Contracting , Electrical	D/MBE
Buffalo Welding	97267	Structural Steel, Welding	D/MBE
Affordable Electric, INC.	97015	Electrical	D/MBE
Sundown Electric Company	97116	Electrical	D/MBE
Miller Factors, LLC	97218	Landscaping	WBE/ESB
A-2 Fabrication, INC.	97222	Structural Steel, Metal Fabrication, Welding	D/WBE/ESB
MSD Construction, LLC	97123	Fencing	D/MBE and ESB
Mcdermott Fence & Construction , INC.	97216	General Contracting, Fencing	D/WBE/ESB
Azuri Construction, INC.	97211	Fencing	D/MBE and ESB
Champion Sweeping	97217	Street Sweeping	D/MBE and ESB
Pacificmark Construction Corp	97015	General Contracting	D/MBE/ACDBE

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Bid Package	Description	Dollar Value	Targeted Subcontractors	Procurement Method	MWESB Certifications	East Portland Business/Zip Code	Estimated Labor Hours	East Portland Required Labor Hours (26% of Total Hours)
1	Drinking Fountain	\$ 9,000.00	River City Environmental	informal	N/A	97220	40	10
			Ferrari Enterprises	informal	ESB	97236		
			A-1 Sewer	informal	ESB	97233		
			Reliable Contractor LLC	informal	M/ESB	97266		
			Power Plumbing	informal	ESB	N/A		
2	Tree Removal	\$ 8,750.00	T Edge Construction, INC	informal	D/W/ESB	N/A	32	8
			HONL Tree Care, INC	informal	ESB	N/A		
			River City Environmental	informal	N/A	97220		
			Timberland Tree Service	informal	ESB	97220		
			NW Tree Specialists	informal	WBE	N/A		
3	Silt and Construction Fencing	\$ 116,445.00	Wilamette Fence Co., Inc	informal	N/A	97220	200	50
			West Meyer Fence	informal	W/ESB	97230		
			Reliable Fence	informal	ESB	97233		
			Mcdermott Fence & Construction, Inc.	informal	D/W/ESB	97216		
			Superior Fence	informal	N/A	97266		
4	Survey and Stacking	\$ 45,000.00	Ferguson Land Surveying, Inc	informal	ESB	97218	400	100
			AIM GIS, LLC	informal	ESB	N/A		
			Compass Land Surveyors	informal	ESB	N/A		
			Buckel Associates, Inc	informal	D/W/ESB	N/A		
			CMT Surveying and Consulting, Inc	informal	ESB	N/A		
5	Trucking	\$ 75,000.00	Peter Akhtar	informal	D/M/ESB	97220	780	195
			Bailey Construction Unlimited	informal	D/M/ESB	97220		
			G. I. Trucks	informal	D/M/ESB	97233		
			S.L.B. Transportation	informal	D/W/ESB	97233		
			NESW Trucking, LLC	informal	D/M/ESB	97220		
6	Structural Concrete	\$ 20,000.00	JR Concrete Construction	informal	D/MBE	97236	80	20
			Faison Constructon Inc	informal	D/M/ESB	N/A		
			Van Lom Concrete	informal	N/A	97230		
			Payne Constructon	informal	N/A	97220		
			Kelaye Concrete	informal	D/W/ESB	N/A		
7	HMAC Paving	\$ 62,800.00	Kodiak Pacific	informal	WBE	N/A	192	48
			Just Bucket	informal	D/MBE	N/A		
			East Side Paving	informal	N/A	97030		
			Vancouver Paving	informal	D/WBE	N/A		
			River City Environmental	informal	N/A	97220		
8	Mow Band	\$ 16,500.00	JR Concrete Construction	informal	D/MBE	97236	200	50
			Faison Constructon Inc	informal	D/M/ESB	N/A		
			Van Lom Concrete	informal	N/A	97230		
			Payne Constructon	informal	N/A	97220		
			Kelaye Concrete	informal	D/W/ESB	N/A		
9	Seat Walls	\$ 97,000.00	JR Concrete Construction	informal	D/MBE	97236	900	225
			Faison Constructon Inc	informal	D/M/ESB	N/A		
			Van Lom Concrete	informal	N/A	97230		
			Payne Constructon	informal	N/A	97220		
			Kelaye Concrete	informal	D/W/ESB	N/A		
10	Pavement Markings	\$ 3,700.00	Oregon Pacific Construction	informal	ESB	N/A	24	6
			River City Environmental	informal	N/A	97220		
			Metro NW Inc	informal	N/A	97220		
			Specialized Pavement marking	informal	N/A	N/A		
			Black-Top Sealcoating & Maintenance	informal	ESB	N/A		
11	Pedestrian Bridges	\$ 42,000.00	Oregon Pacific Construction	informal	ESB	N/A	120	30
			Molinas Construction	informal	D/M/ESB	N/A		
			Casa Bonita	informal	D/M/ESB	97230		
			River City Environmental	informal	N/A	97220		
			Delgado General Contractor	informal	M/ESB	97216		
12	Misc. Metals-Site	\$ 10,000.00	United Pipe Bending and Fabrication, INC	informal	WBE	97220	80	15
			Aldaz Specialites	informal	M/ESB	97220		
			Buffalo Welding	informal	D/MBE	N/A		
			Oregon Pacific Construction	informal	ESB	N/A		
			Liberty Steel Erectors	informal	D/M/ESB	97230		
13	Site Electrical-Complete	\$ 250,000.00	Jet Electric	formal	D/W/MBE	97220	750	188
			Lear Electric	formal	ESB	97220		
			Electech Lighting and Electrical	formal	ESB	97230		
			Affordable Electric	formal	D/MBE	N/A		
			O'Neil Electric	formal	D/MBE	N/A		
14	HMAC Paving (Basketball Court)	\$ 15,000.00	Kodiak Pacific	informal	WBE	N/A	48	12
			Just Bucket	informal	D/MBE	N/A		
			East Side Paving	informal	N/A	97030		
			Vancouver Paving	informal	D/WBE	N/A		
			River City Environmental	informal	N/A	97220		
			JR Concrete Construction	informal	D/MBE	97236		
			Faison Constructon Inc	informal	D/M/ESB	N/A		
			Van Lom Concrete	informal	N/A	97230		

Community Benefits Plan – Loowit View (Beech) Park Project Utilization Tracking Spreadsheet

Bid Package	Description	Dollar Value	Targeted Subcontractors	Procurement Method	MWESB Certifications	East Portland Business/Zip Code	Estimated Labor Hours	East Portland Required Labor Hours (25% of Total Hours)
15	Flush Curbs	\$ 22,200.00	Payne Construction	Informal	N/A	97220	360	90
			Kelaye Concrete	Informal	D/W/ESB	N/A		
16	Wood Chip Paving	\$ 4,500.00	Precision Landscape Services	informal	N/A	97266	32	8
			NW Pro Landscapes LLC	informal	N/A	97266		
			Green Art Landscape	informal	D/MBE	N/A		
			River City Environmental	informal	N/A	97220		
			Valley Growers Landscape	informal	D/M/W/ESB	N/A		
17	Garden Bed Headers	\$ 8,000.00	Precision Landscape Services	informal	N/A	97266	32	8
			NW Pro Landscapes LLC	informal	N/A	97266		
			Green Art Landscape	informal	D/MBE	N/A		
			River City Environmental	informal	N/A	97220		
			Valley Growers Landscape	informal	D/M/W/ESB	N/A		
18	Top Soil	\$ 20,000.00	Precision Landscape Services	informal	N/A	97266	40	10
			NW Pro Landscapes LLC	informal	N/A	97266		
			Green Art Landscape	informal	D/MBE	N/A		
			River City Environmental	informal	N/A	97220		
			Valley Growers Landscape	informal	D/M/W/ESB	N/A		
19	Structural Steel (Large Shelter)	\$ 165,000.00	United Pipe Bending and Fabrication, INC	informal	WBE	97220	240	60
			Aldaz Specialites	informal	M/ESB	97220		
			Buffalo Welding	informal	D/MBE	N/A		
			Oregon Pacific Construction	informal	ESB	N/A		
			Liberty Steel Erectors	informal	D/M/ESB	97230		
20	Structural Concrete (Large Shelter)	\$ 20,000.00	JR Concrete Construction	informal	D/MBE	97236	80	20
			Faison Construction Inc	informal	D/M/ESB	N/A		
			Van Lom Concrete	informal	N/A	97230		
			Payne Construction	informal	N/A	97220		
			Kelaye Concrete	informal	D/W/ESB	N/A		
21	Electical and Lighting (Large Shelter)	\$ 40,000.00	Jet Electric	informal	D/W/MBE	97220	62	16
			Lear Electric	informal	ESB	97220		
			Electech Lighting and Electrical	informal	ESB	97230		
			Affordable Electric	informal	D/MBE	N/A		
			O'Neil Electric	informal	D/MBE	N/A		
22	Reinforcing Steel (Restroom Building)	\$ 3,000.00	United Pipe Bending and Fabrication, INC	informal	WBE	97220	16	4
			Aldaz Specialites	informal	M/ESB	97220		
			Buffalo Welding	informal	D/MBE	N/A		
			Oregon Pacific Construction	informal	ESB	N/A		
			Liberty Steel Erectors	informal	D/M/ESB	97230		
23	Structural Concrete (Restroom Building)	\$ 20,000.00	JR Concrete Construction	informal	D/MBE	97236	80	20
			Faison Construction Inc	informal	D/M/ESB	N/A		
			Van Lom Concrete	informal	N/A	97230		
			Payne Construction	informal	N/A	97220		
			Kelaye Concrete	informal	D/W/ESB	N/A		
24	Structural and Misc. Metals (Restroom Building)	\$ 20,000.00	United Pipe Bending and Fabrication, INC	informal	WBE	97220	50	13
			Aldaz Specialites	informal	M/ESB	97220		
			Buffalo Welding	informal	D/MBE	N/A		
			Oregon Pacific Construction	informal	ESB	N/A		
			Liberty Steel Erectors	informal	D/M/ESB	97230		
25	Electrical and Lighting (Restroom Building)	\$ 30,000.00	Jet Electric	informal	D/W/MBE	97220	80	20
			Lear Electric	informal	ESB	97220		
			Electech Lighting and Electrical	informal	ESB	97230		
			Affordable Electric	informal	D/MBE	N/A		
			O'Neil Electric	informal	D/MBE	N/A		
26	Plumbing (Restroom Building)	\$ 20,000.00	Ferrari Enterprises	informal	ESB	97236	48	12
			A-1 Sewer	informal	ESB	97233		
			Pottle Plumbing	informal	ESB	N/A		
			Power Plumbing	informal	ESB	N/A		
			River City Environmental	informal	N/A	97220		
27	CMU Block (Restroom Building)	\$ 25,000.00	Portland Masonry LLC	informal	ESB	N/A	168	42
			JR Concrete Construction	informal	D/MBE	97236		
			Eternal Rock Construction	informal	N/A	97220		
			Van Lom Concrete	informal	N/A	97220		
			Zana Construction Company	informal	D/W/M/ESB	N/A		
28	Standing Seam Metal Roofing (Restroom Building)	\$ 9,000.00	B&K Sheet Metal, INC	informal	ESB	97220	72	18
			Ri-Ky Roofing & Sheet Metal LLC	informal	D/W/ESB	97220		
			Reliable Contractor LLC	informal	M/ESB	97266		
			Ruffin Construction	informal	W/ESB	N/A		
			Zana Construction Company	informal	D/W/M/ESB	N/A		
29	Painting (Restroom Building)	\$ 2,400.00	Ferguson Painting Services	informal	ESB	97236	40	10
			Reliable Contractor LLC	informal	M/ESB	97266		
			Sunshine Painting Inc	informal	MBE	97236		
			Delgado General Contractor	informal	M/ESB	97216		
			Lo's Contracting Inc	informal	ESB	97230		
Door and			Reliable Contractor LLC	informal	M/ESB	97266		

Community Benefits Plan – Lowit View (Beech) Park Project Utilization Tracking Spreadsheet

Bid Package	Description	Dollar Value	Targeted Subcontractors	Procurement Method	MWESB Certifications	East Portland Business/Zip Code	Estimated Labor Hours	East Portland Required Labor Hours (25% of Total Hours)
30	Finish Hardware (Restroom Building)	\$ 10,800.00	Delgado General Contractor	informal	M/ESB	97216	32	8
			River City Environmental	informal	N/A	97220		
			Van Lom Concrete	informal	N/A	97220		
			Payne Constructicon	informal	N/A	97220		
31	Landscape and Irrigation Complete	\$ 1,000,000.00	Precision Landscape Services	formal	N/A	97266	2000	500
			NW Pro Landscapes LLC	formal	N/A	97266		
			Green Art Landscape	formal	D/MBE	N/A		
			River City Environmental	formal	N/A	97220		
			Valley Growers Landscape	formal	D/M/W/ESB	N/A		
			Epic Janitorial LLC	informal	M/W/ESB	97216		
32	Temporary Office Cleaing	\$ 3,500.00	NW Janitorial Services Co	informal	M/W/ESB	97266	96	24
			Courtesy Janitorial and Maintenance, LLC	informal	ESB	N/A		
			Bestrade Enterprises	informal	D/M/ESB	97236		
			He's Able Professional Cleaning, LLC	informal	MBE	97220		

**Community Benefits Plan Summary of Loowit View (Beech) Park
Utilization Tracking Spreadsheet**

	Goal Percentage	Dollar Value of Goal
Hard Construction Cost		\$6,236,594
Business Opportunities for Targeted Zip Codes	25%	\$1,559,148
DMWESB Certified Firms	22%	\$1,372,051
DMWBE Certified Firms	12%	\$748,391

CBP Workforce Plan

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, by trade.
3. This plan must demonstrate how your company will fulfill all Workforce Training & Hiring Program requirements, including utilization of apprentices, and diversity goals. Goals: 14% Female 29.5% Minority

Bid #: _____ Project Name: **Beech Park**
 Company Name: _____ Contract Amount: \$ _____
 Federal Tax ID: _____ Prime Contractor: Subcontractor:

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)?

<input type="checkbox"/> Oregon Tradeswomen	<input type="checkbox"/> ETAP	<input type="checkbox"/> Portland YouthBuilders
<input type="checkbox"/> Constructing Hope	<input type="checkbox"/> Job Corps	<input type="checkbox"/> 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: Paula Wendorf
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) 865-3455

Beech Park - Request For Apprenticice

CONTRACTOR: Please complete & fax/send this *Request For Apprenticice* to your apprenticeship committee. Ask them to complete the boxed portion below explaining their response to your request and fax/send to us at address below.

FAX To: _____ / _____
 (Apprenticeship Committee) (Contact/ Dispatcher)

Fax Number: _____ Number of Pages: _____

Request From:

Company Name: _____ / _____
 (Registered Training Agent) (Contact Person)

Phone: _____ Fax: _____ Date: _____ Time: _____

Apprenticice Request:

As a registered Training Agent, I am using this form to request referral of an apprentice for employment with my company in cooperation with the City Workforce Training & Hiring Program. I would like to continue to diversify my workforce with the City requirements of 14% Female and 29.5% Minority participation specific to this project. Therefore, please refer ethnic minorities and women for my consideration.

Apprenticice referral is needed by this date: _____ Work Starts: _____

Job Site Location: _____ Expected Length of Employment: _____

Bid # and Project Name: _____ Owner: City of Portland

Number of Apprenticices: _____ Trade/Occupation: _____

Number of Apprenticices: _____ Trade/Occupation: _____

Minimum qualifications (if different from apprenticeship standards): _____

Safety needs: Hard hat Gloves Hard-toed boots Other _____

<p>Apprenticeship Committee Instructions:</p> <p><i>Please complete and fax to City Workforce Program at: 503-823-6865</i></p> <p><input type="checkbox"/> We were able to dispatch an apprentice to the project listed above. Name of Apprentice _____ Race A (Asian-American) Gender M Term</p> <p><input type="checkbox"/> We were unable to dispatch an apprentice to the project listed above because: _____ _____</p>

Contractor: Please FAX/Send to: City of Portland Workforce Training & Hiring Program
 1120 SW 5th Ave. Rm 750, Portland, OR 97204
 Phone: (503) 823-5047 / FAX: (503) 865-3455

MONTHLY EMPLOYMENT REPORT

COMPANY NAME	FEDERAL TAX ID	MONTH ENDING	BIDNO	PRIME?	FINAL REPORT?
			117317		

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.

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.

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

**CITY OF PORTLAND
GOOD FAITH EFFORT (GFE) PROGRAM
SUBCONTRACTOR AND SELF-PERFORM WORK LIST
(FORM 1)**

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

Bidder Name:

Total Bid Amount:

Bid Number:

Project Name:

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

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

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

<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="" 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"/>

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: 503-865-3455 The City of Portland is not responsible for delays or problems with fax transmission.

**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			
<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: 503-865-3455. The City of Portland is not responsible for delays or problems with fax transmission.

INSTRUCTIONS FOR COMPLETING THE MONTHLY SUBCONTRACTOR PAYMENT & UTILIZATION REPORT

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

SUBCONTRACTORS ADDED AFTER PROJECT WAS AWARDED

16. **SUBCONTRACTOR NAME:** Please list any subcontractors not appearing on original subplan (Form 1).
17. **CHECK IF SECOND TIER SUBCONTRACTOR**
18. **STATUS:** Indicate the certification status of each subcontractor listed (i.e. MBE, WBE, and ESB). Leave blank for non-certified subcontractors.
19. **NATURE / TYPE OF WORK:** Briefly describe subcontractors work (i.e. Landscaping, Electrical, Paving, etc.).
20. **SUBCONTRACT AMOUNT:** Indicate the dollar amount of the subcontract. If any changes during project, change to reflect current amount here.
21. See #14.
22. See #15.

Completed form may be faxed to: 503-865-3455. The City of Portland is not responsible for delays or problems with fax transmission.



SUBCONTRACTOR CHANGE REQUEST FORM

BID NUMBER:

CONTRACT NUMBER:

CONTRACT TITLE:

CONTRACT NTE \$ AMOUNT:

REQUESTED BY (FIRM NAME):

REPRESENTATIVE NAME:

1. What changes are associated with this request?

<i>Change Requested</i>	<i>Legal Name of Firm</i>	<i>Type of Work (carpentry, survey, etc.)</i>	<i>Subcontract \$ Amount or Prime Amount</i>	<i>Paid to Date</i>	<i>Certification Type MBE/WBE/ESB/None</i>
Addition					NONE
Addition					NONE
Addition					NONE

2. What is the reason for the change?

3. What type of outreach was performed by your firm to select a MWESB for this work? Please fill out the form on Page 2 and attach any documentation justifying the change, showing that any firm's work reduction or deletion is acceptable to that firm.

4. What is the current and proposed MWESB participation?

SAMPLE: (subcontract total =\$250,000 / contract total =\$850,000)

The current MWESB participation is \$75,500, which is 30% of the subcontract total and 9% of the total contract.

The proposed MWESB participation is \$85,000, which is 34% of the subcontract total and 10% of the total contract.

The current MWESB participation is \$ _____, which is _____% of the subcontract total and _____% of the total contract.

The proposed MWESB participation is \$ _____, which is _____% of the subcontract total and _____% of the total contract.

Representative Signature

Date

(Below for City of Portland Procurement Services Use Only)

Chief Procurement Officer Signature

Approved
Denied

Date

Stacy and Witbeck

May 26, 2016

Correspondence No.: 00103

Britta Herwig
Project Manager
Portland Parks & Recreation
1120 SW Fifth Ave., Suite 1302
Portland, OR 97204

RE: Beech Park CM/CG Services – Pre-Construction Services
Contract No: 30004692
Permit Set Guaranteed Maximum Price (GMP) Proposal

Dear Britta;

Enclosed find our GMP proposal for the Beech Park Project. In development of this estimate Stacy and Witbeck/Raimore Construction have utilized the; Permit Set Drawings and Specifications dated January 29, 2016. Right-of-Way (Frontage Drawings) included in Addendum #01. Our assumptions and clarifications related to this estimate are;

1. Utilization of quantities developed and agreed to by the Project Team.
2. Our pricing assumes a notice to proceed in June 2016 and thirteen-month project duration.
3. We have included Design Team issued Addendum #1 thru #3
4. Any changes between the referenced drawings and the final drawing sets will be addressed by change order as outlined in the general conditions.
5. We have assumed stripping and stockpiling six inches of the site for utilization as topsoil on the project.
6. We have excluded utility connection costs in this proposal.
7. The following assumptions related to the Turf Sub-Drainage System are;
 - a. Manufacture's standard 4" header and 2" lateral system will be used.
 - b. Total square footage to be maximum 40,000 sf
8. For Bid Item's 62200 Boulder climb and 221700 In-Grade Boulders the project will utilizing 2' to 4' CEMEX Boulders. Installation based on materials delivered, actual placement at direction of design team.
9. Within the community garden, the area around the raised planter beds and garden shed will be 7.5" gravel paving, all other paths within the community garden will be wood chips.
10. Raised garden beds will be constructed with 4x4 cedar posts and ¾" x 2'x 8' cedar plank sides.
11. The aluminum insert added to the art sculpture foundation by Addendum #3 will be provided by others.
12. The project team acknowledges some plant materials may not be available and will work with our selected subcontractor to find acceptable alternatives when need.

13. We have not included any costs for export of materials from the project site if required, it is agreed the project team will work together to adjust grading as necessary.
14. It is understood, Portland Parks and Recreation will provide all third party field and laboratory testing and special inspection required by the drawings, specifications and/or permits. Our team will work with PPR staff to coordinate the testing needs.
15. We will provide a contaminated materials handling plan, but our cost proposal does not include any costs related to impacts, handling or removal of hazardous materials.

As discussed the General Conditions allowable reimbursement includes the following;

Project Management

Project Manager/Project Engineer/Field Engineer
Scheduling/Cost Engineer
Secretary/Clerical
Quality Control Management
Site Safety & Health Management

Field Supervision

Field Superintendent

Vehicle Expense

Daily Vehicle Cost for Project Manager and Superintendent Including, all gas, maintenance, mileage

Permits & Fee's

Traffic Control Plans, including Street & Sidewalk Closure Permits & Fee's
Double Check Valve Inspections
Potable Water Testing
Erosion Control Inspections
Trade Permits

Construction Cleaning & General Labor

General Labor
Clean Streets & Sidewalks
Office Waste to Authorized Landfill

Temporary Utilities

Temporary Toilets

Misc. GCs

Gates
Temporary Entrance Roads
Temporary Haul Roads
Erosion Control Fencing, Catch Basin Inserts, Inlet Protection, Sheet for Stockpiles, etc.
Site Security

Stacy and Witbeck

Pedestrian Walkways
Laydown Areas
Temp Heat
Temp Roof
Staff and Worker Parking
Survey

SWI and Portland Public Parks have developed the following Risk Responsibility Matrix, it is understood the contract amount includes a \$200,000 owner control contingency to allow for compensation of these items. It is understood authorization of these funds for utilization will be through either Section 1.14 or 1.15 of the project general conditions.

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 January 29, 2016 Permit Drawing Set and 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 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.
7. Key CM/GC or subcontractor equipment breakdown and/or non-available rental equipment is 100% CM/GC responsibility.
8. Equipment operator and idle time due to poor sequencing and planning is 100% CM/GC responsibility.
9. 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.
10. Water Feature Commissioning is 100% CM/GC responsibility.
11. Scheduling, sequencing and managing any schedule pinch points as well as resolving any such delays is 100% CM/GC responsibility.
12. Over-runs in General Condition's costs is 100% CM/GC responsibility.
13. Incremental cost of changes to landscaping trees, shrubs and or mulch and topsoil requirements beyond that specified in the January 29, 2016 Permit

Drawing Set and Technical Specifications that result in additional work is 100% Owner's responsibility.

14. Redo Substandard work is 100% CM/GC responsibility.
15. Trench Slough is 100% CM/GC responsibility.
16. 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.
17. 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.
18. Handling, hauling, removal of earthwork due to an unbalanced site first 50cy is CM/GC responsibility. Any additional off haul is 100% Owners responsibility.
19. Site Security 100% CM/GC responsibility.
20. CM/GC estimate includes a cost of \$30/SF for type 1 surfacing. Additional costs over \$30/sf for type 1 surfacing is 100% Owners responsibility.
21. Land use and Building Permits 100% Owner responsibility. All other Permits are 100% CM/GC.

If you any questions or need additional information; please do not hesitate to call.

Sincerely,

Stacy and Witbeck



Mark R. Bodyfelt
Project Manager

BEECH PARK - SCHEDULE OF VALUES

Revised 2016-05-26

DIVISION OF WORK - SITE UTILITIES

DIVISION 33 - UTILITIES

Water Lines	1	LS	\$	82,577.00	\$	82,577.00
3" Reduce Pressure Backflow Assembly	1	EA	\$	15,700.00	\$	15,700.00
2" Deduct Meter	1	EA	\$	17,900.00	\$	17,900.00
3" Meter Vault	1	EA	\$	16,000.00	\$	16,000.00
Drinking Fountain and Pillow Drain	2	EA	\$	4,900.00	\$	9,800.00
Water Spigots, Hose Bibs	13	EA	\$	262.00	\$	3,406.00
Sewer System	1	LS	\$	77,820.00	\$	77,820.00
Storm Drain System	1	LS	\$	247,640.50	\$	247,640.50
10" Atrium Grate	3	EA	\$	650.00	\$	1,950.00
Play Area Subdrainage	1	LS	\$	22,125.00	\$	22,125.00
Skatepark Perf Drain	1	LS	\$	6,750.00	\$	6,750.00
Field Inlets/Area Drains/Catch Basins	13	EA	\$	1,550.00	\$	20,150.00
Turf Sub-Drainage System	1	LS	\$	40,000.00	\$	40,000.00

DIVISION OF WORK - SITE UTILITIES SUBTOTAL

\$ 561,818.50

DIVISION OF WORK - SITEWORK & CIVIL CONSTRUCTION - Div 2 - 31

DIVISION 2 - EXISTING CONDITIONS

Utilities Demolition	1	LS	\$	13,796.50	\$	13,796.50
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DIVISION 3 - CONCRETE

Concrete Wall Type 1	1	LS	\$	23,125.00	\$	23,125.00
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DIVISION 5 - METALS

Steel Bridges, Pedestrian	1	LS	\$	38,625.00	\$	38,625.00
Pipe Handrails	1	LS	\$	3,120.00	\$	3,120.00
Chain Posts	1	LS	\$	3,240.00	\$	3,240.00

DIVISION 26 - ELECTRICAL

Site Electrical - Lighting Conduit, JB's	1	LS	\$	307,360.00	\$	307,360.00
Site Electrical - Light Poles & Fixtures	1	LS	\$	144,032.00	\$	144,032.00

DIVISION 31 - EARTHWORK

Tree Removal	1	LS	\$	7,200.00	\$	7,200.00
Clear and Grub	1	LS	\$	128,000.00	\$	128,000.00
Earthwork	1	LS	\$	686,401.00	\$	686,401.00
Agg Base Course	1	LS	\$	207,184.00	\$	207,184.00

DIVISION OF WORK - SITEWORK & CIVIL CONSTRUCTION - Div 2 - 31 SUBTOTAL

\$ 1,562,083.50

DIVISION OF WORK - SITEWORK & CIVIL CONSTRUCTION - Div 32 - 33

DIVISION 32 - EXTERIOR IMPROVEMENTS

Tree Protection Fence	1	LS	\$	445.00	\$	445.00
Standard Curb	2,214	LF	\$	27.00	\$	59,778.00
Flush Curb Type1	1,609	LF	\$	29.00	\$	46,661.00
Curb at Sand Area	1	LS	\$	1,683.00	\$	1,683.00
Concrete Mountable Curb	55	LF	\$	52.00	\$	2,860.00
Detectable Warning Pavers	1	LS	\$	2,340.00	\$	2,340.00
Grass Pavers	1	LS	\$	14,052.50	\$	14,052.50
5" Gravel Paving	1	LS	\$	18,300.00	\$	18,300.00
AC Paving - 3"	1	LS	\$	61,040.00	\$	61,040.00
Concrete Paving - Type 1, 6" PCCP, Vehicular	3,764	SY	\$	65.00	\$	244,660.00
Concrete Paving - Type 2, 4" PCCP, Pedestrian	3,145	SY	\$	49.00	\$	154,105.00
Mow Band	1,180	LF	\$	15.00	\$	17,700.00
Seat Wall Type 1	1,099	LF	\$	102.00	\$	112,098.00
Seat Wall Type 2	50	LF	\$	181.00	\$	9,050.00

Boulder Climb	1	LS	\$	40,420.00	\$	40,420.00
Concrete Stairs w/ Cheekwalls	1	LS	\$	7,896.00	\$	7,896.00
CIP Stair Riser	1	LS	\$	4,480.00	\$	4,480.00
Concrete Step Seating	1	LS	\$	9,477.00	\$	9,477.00
Wheel Stops, ADA Signs, Pavement Marking	1	LS	\$	4,860.00	\$	4,860.00

DIVISION 33 - UTILITIES

Metal Curb Inlet	1	LS	\$	600.00	\$	600.00
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DIVISION OF WORK - SITEWORK & CIVIL CONSTRUCTION - Div 32 - 33 SUBTOTAL \$ 812,505.50

DIVISION OF WORK - INTERACTIVE WATER FEATURE

DIVISION 13 - SPECIAL CONSTRUCTION

Water Feature	1	LS	\$	135,113.00	\$	135,113.00
Trench Drain	1	LS	\$	39,015.00	\$	39,015.00

DIVISION 31 - EARTHWORK

Agg Base Course	1	LS	\$	2,014.00	\$	2,014.00
Fountain Stone 8"-12" including metal edger	1	LS	\$	9,940.00	\$	9,940.00

DIVISION 32 - EXTERIOR IMPROVEMENTS

Unit Pavers	1	LS	\$	54,396.00	\$	54,396.00
Concrete Subslab	1	LS	\$	9,821.50	\$	9,821.50
Seatwall Type 2	1	LS	\$	21,285.00	\$	21,285.00

DIVISION OF WORK - INTERACTIVE WATER FEATURE SUBTOTAL \$ 271,584.50

DIVISION OF WORK - BASKETBALL COURTS

DIVISION 11 - EQUIPMENT

Basketball Hoops	1	LS	\$	4,650.00	\$	4,650.00
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DIVISION 31 - EARTHWORK

Agg Base Course	1	LS	\$	10,184.00	\$	10,184.00
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DIVISION 32 - EXTERIOR IMPROVEMENTS

Surfacing	1	LS	\$	14,250.00	\$	14,250.00
Sport Court - HMAC 3"	1	LS	\$	17,653.00	\$	17,653.00

DIVISION OF WORK - BASKETBALL COURTS SUBTOTAL \$ 46,737.00

DIVISION OF WORK - SOCCER FIELD

DIVISION 11 - EQUIPMENT

Soccer Goals	1	LS	\$	3,300.00	\$	3,300.00
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DIVISION 32 - EXTERIOR IMPROVEMENTS

U10 Turf, Seed OFCI	1	LS	\$	14,175.00	\$	14,175.00
Striping	1	LS	\$	1,501.00	\$	1,501.00

DIVISION OF WORK - SOCCER FIELD SUBTOTAL \$ 18,976.00

DIVISION OF WORK - DOG PARK

DIVISION 11 - EQUIPMENT

Deep Well Dog Waste Receptacle	1	EA	\$	2,215.00	\$	2,215.00
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DIVISION 31 - EARTHWORK

Agg Base Course	1	LS	\$	5,304.00	\$	5,304.00
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DIVISION 32 - EXTERIOR IMPROVEMENTS

5" Gravel Paving	1	LS	\$	20,060.00	\$	20,060.00
4" Concrete Paving, Pedestrian	367	SY	\$	47.00	\$	17,249.00
Temp Wood Fencing, 4' Ht	606	LF	\$	15.00	\$	9,090.00
Vinyl Coated Chain Link Fence	865	LF	\$	23.50	\$	20,327.50
12' Double Gate	1	EA	\$	1,035.00	\$	1,035.00
3' Man Gate	4	EA	\$	515.00	\$	2,060.00

DIVISION OF WORK - DOG PARK SUBTOTAL \$ 77,340.50

DIVISION OF WORK - COMMUNITY GARDEN**DIVISION 11 - EQUIPMENT**

O. Cloud 9 Swing	1	EA	\$	11,032.00	\$	11,032.00
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DIVISION 31 - EARTHWORK

Agg Base Course	1	LS	\$	2,652.00	\$	2,652.00
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DIVISION 32 - EXTERIOR IMPROVEMENTS

7 1/2" Gravel Paving	1	LS	\$	4,420.00	\$	4,420.00
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Wood Chip Paving - 7-1/4"	1	LS	\$	3,948.00	\$	3,948.00
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Garden Bed Headers	1	LS	\$	11,947.50	\$	11,947.50
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Raised Planter Beds, 4'x8'	4	EA	\$	2,045.00	\$	8,180.00
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Topsoll, 18" Depth	1	LS	\$	35,508.00	\$	35,508.00
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Vinyl Coated Chain Link Fence	516	LF	\$	23.50	\$	12,126.00
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12' Double Gate	1	EA	\$	1,035.00	\$	1,035.00
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3' Man Gate	1	EA	\$	515.00	\$	515.00
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Type 1 Play Surfacing on PCC - Garden	570	SF	\$	38.00	\$	21,660.00
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Flush Curb Type 1- Garden Area	45	LF	\$	29.00	\$	1,305.00
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Garden Shed	1	EA	\$	9,700.00	\$	9,700.00
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Concrete Paving - Type 1, 6" PCCP, Vehicular	104	SY	\$	65.00	\$	6,760.00
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Concrete Paving - Type 2, 4" PCCP, Pedestrian	56	SY	\$	64.00	\$	3,584.00
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DIVISION OF WORK - COMMUNITY GARDEN SUBTOTAL					\$	134,372.50
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DIVISION OF WORK - LARGE SHELTER**DIVISION 3 - CONCRETE**

Concrete Footing/Foundation/Seat Wall	1	LS	\$	14,000.00	\$	14,000.00
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DIVISION 5 - METALS

Large Shelter Shops & Erection Plan	1	LS	\$	29,120.00	\$	29,120.00
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Steel Framing & Connections	1	LS	\$	461,100.00	\$	461,100.00
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DIVISION 26 - ELECTRICAL

Large Shelter Electrical	1	LS	\$	38,896.00	\$	38,896.00
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DIVISION 33 - UTILITIES

Stormwater Basin	1	EA	\$	3,900.00	\$	3,900.00
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DIVISION OF WORK - LARGE SHELTER SUBTOTAL					\$	547,016.00
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DIVISION OF WORK - RESTROOM BUILDING**DIVISION 3 - CONCRETE**

Concrete Foundation	1	LS	\$	25,288.00	\$	25,288.00
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DIVISION 4 - MASONRY

CMU	1	LS	\$	27,508.00	\$	27,508.00
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DIVISION 5 - METALS

Steel Framing	1	LS	\$	45,400.00	\$	45,400.00
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3/16" Steel Wall Panels	1	LS	\$	36,755.00	\$	36,755.00
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Ventilation Bar Grate	1	LS	\$	25,950.00	\$	25,950.00
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1 1/2" Type B Metal Decking	1	LS	\$	3,120.00	\$	3,120.00
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Steel Loo Doors & Frames	1	LS	\$	26,400.00	\$	26,400.00
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DIVISION 7 - THERMAL AND MOISTURE PROTECTION

Metal Roof/Flashing/Gutter/Downspouts	1	LS	\$	31,890.00	\$	31,890.00
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DIVISION 8 - OPENINGS

Hollow Metal Door & Frame	1	LS	\$	3,060.00	\$	3,060.00
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Finish Hardware	1	LS	\$	9,180.00	\$	9,180.00
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DIVISION 10 - SPECIALTIES

Door Signage	1	LS	\$	636.00	\$	636.00
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Toilet Accessories	1	LS	\$	4,380.00	\$	4,380.00
Stainless Steel Counter Top	1	LS	\$	3,205.00	\$	3,205.00
Stainless Steel Vent Louver	1	LS	\$	510.00	\$	510.00
DIVISION 22 - PLUMBING						
Restroom Plumbing	1	LS	\$	21,420.00	\$	21,420.00
DIVISION 26 - ELECTRICAL						
Restroom Electrical	1	LS	\$	36,625.00	\$	36,625.00
DIVISION 31 - EARTHWORK						
Agg Base Course/Sand	1	LS	\$	3,478.00	\$	3,478.00
DIVISION 33 - UTILITIES						
Perf Drain	1	LS	\$	848.00	\$	848.00
DIVISION OF WORK - RESTROOM BUILDING SUBTOTAL					\$	305,653.00

DIVISION OF WORK - FURNISHINGS AND AMENITIES

DIVISION 3 - CONCRETE

Art Foundation	1	LS	\$	17,295.00	\$	17,295.00
CIP Sand Table	1	LS	\$	13,150.00	\$	13,150.00
Skatepark	1	LS	\$	103,480.00	\$	103,480.00

DIVISION 11 - EQUIPMENT

7'-7" Cosmo Base	1	EA	\$	36,720.00	\$	36,720.00
Spaceball S	1	EA	\$	29,490.00	\$	29,490.00
5" Arch Swing	1	EA	\$	9,200.00	\$	9,200.00
2" Toddler Arch Swing	1	EA	\$	3,830.00	\$	3,830.00
Spinner Bowl	1	EA	\$	1,470.00	\$	1,470.00
Little Big Ben	1	EA	\$	10,200.00	\$	10,200.00
Embankment Slide	1	EA	\$	13,560.00	\$	13,560.00
Playground Pump	1	EA	\$	8,300.00	\$	8,300.00
Pegasus - Sound Instrument	1	EA	\$	5,133.00	\$	5,133.00
Yantzee - Sound Instrument	1	EA	\$	5,133.00	\$	5,133.00
Contrabass Chimes - Sound Instrument	1	EA	\$	5,133.00	\$	5,133.00

DIVISION 12 - SITE FURNISHING

Bench Type 1	9	EA	\$	2,690.00	\$	24,210.00
Bench Type 2	6	EA	\$	1,870.00	\$	11,220.00
Bench Type 3	2	EA	\$	9,475.00	\$	18,950.00
8' Picnic Tables, Fixed	21	EA	\$	2,600.00	\$	54,600.00
8' Picnic Tables,@ Shelter	6	EA	\$	3,150.00	\$	18,900.00
Bike Racks	16	EA	\$	815.00	\$	13,040.00
Trash Receptacles	11	EA	\$	2,225.00	\$	24,475.00
Barbecues	3	EA	\$	1,250.00	\$	3,750.00
Coal Dispensers	3	EA	\$	775.00	\$	2,325.00
Ping Pong Table	2	EA	\$	7,210.00	\$	14,420.00
Install Owner Furnished Bollards	8	EA	\$	260.00	\$	2,080.00

DIVISION 31 - EARTHWORK

In-Grade Boulders	25	EA	\$	225.00	\$	5,625.00
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DIVISION 32 - EXTERIOR IMPROVEMENTS

Climbing Wall	1	EA	\$	38,650.00	\$	38,650.00
Type 1 Surfacing on AB - Climbing Wall	625	SF	\$	34.00	\$	21,250.00
Type 1 Play Surfacing on PCC	395	SF	\$	46.00	\$	18,170.00
Type 1 Surfacing on AB - Playground	880	SF	\$	34.00	\$	29,920.00
Type 1 Play Zone Surfacing On Slope / Mound	2,004	SF	\$	48.00	\$	96,192.00
Climbing Hold - Play Surface Sphere	45	EA	\$	302.00	\$	13,590.00
Type 2 Fall Zone Surfacing	3,549	SF	\$	23.00	\$	81,627.00
Play Sand	1	LS	\$	1,274.00	\$	1,274.00
Live Stake Tunnel	1	LS	\$	11,175.00	\$	11,175.00

Logs	3	EA	\$	500.00	\$	1,500.00
DIVISION OF WORK - FURNISHINGS AND AMENITIES SUBTOTAL					\$	769,037.00

DIVISION OF WORK - LANDSCAPING

DIVISION 32 - EXTERIOR IMPROVEMENTS

Irrigation	1	LS	\$	370,940.00	\$	370,940.00
Booster Pump	1	EA	\$	15,000.00	\$	15,000.00
Topsoil Preparation	1	LS	\$	61,360.00	\$	61,360.00
Trees	1	LS	\$	147,850.00	\$	147,850.00
Lawn, Seeded OFCI	1	LS	\$	23,280.00	\$	23,280.00
Off Leash Area	1	LS	\$	3,360.00	\$	3,360.00
Native Meadow Seed Mix Area	1	LS	\$	15,780.00	\$	15,780.00
Container Plantings	1	LS	\$	43,160.00	\$	43,160.00
Mulch, 2"	1	LS	\$	21,510.00	\$	21,510.00
Stormwater Plantings	1	LS	\$	43,900.00	\$	43,900.00
Stormwater Treatment Areas	1	LS	\$	143,400.00	\$	143,400.00
Perimeter Hedge	1	LS	\$	30,000.00	\$	30,000.00
Landscape Establishment	1	LS	\$	12,500.00	\$	12,500.00

DIVISION OF WORK - LANDSCAPING SUBTOTAL					\$	932,040.00
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DIVISION OF WORK - RIGHT-OF-WAY IMPROVEMENTS

NE Beech Street	1	LS	\$	9,000.00	\$	9,000.00
NE 127th Ave.	1	LS	\$	128,150.00	\$	128,150.00
NE 129th Ave.	1	LS	\$	120,014.00	\$	120,014.00
NE 131st Pl. (Park Scope)	1	LS	\$	50,600.00	\$	50,600.00
NE Failing Ct.	1	LS	\$	5,670.00	\$	5,670.00
NE 131st Ave	1	LS	\$	2,900.00	\$	2,900.00

DIVISION OF WORK - RIGHT-OF-WAY IMPROVEMENTS SUBTOTAL					\$	316,334.00
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DIVISION OF WORK - GENERAL CONDITIONS REIMBURSEMENT

Project Supervision	13	MO	\$	53,440.38	\$	694,725.00
SWPPP	1	LS	\$	160,600.00	\$	160,600.00
MOB	1	LS	\$	27,250.00	\$	27,250.00
Survey/Field Engineering	1	LS	\$	90,000.00	\$	90,000.00
Permits	1	LS	\$	10,000.00	\$	10,000.00
Quality Control	1	LS	\$	-	\$	-
Temporary Facilities	13	MO	\$	3,923.08	\$	51,000.00

DIVISION OF WORK - GENERAL CONDITIONS REIMBURSEMENT SUBTOTAL					\$	1,033,575.00
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PROJECT SUBTOTAL					\$	7,389,073.00
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CMCG FEE	1	LS	\$	812,523.00	\$	812,523.00
Project Contingency	1	LS	\$	200,000.00	\$	200,000.00

PROJECT TOTAL					\$	8,401,596.00
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