

Exhibit A

INTERGOVERNMENTAL AGREEMENT

Between
Portland Development Commission
 And
Portland Bureau of Transportation
 For the

SW Bond Avenue Extension Phase 1 Final Design and Construction

This Intergovernmental Agreement (this "Agreement"), dated this ____ day of _____, 2016, ("Effective Date") is made and entered into by and between the **City of Portland, Bureau of Transportation ("PBOT")** and the **Portland Development Commission ("PDC")**.

RECITALS

1. SW Bond Avenue Extension is identified in the North Macadam Transportation Development Strategy, adopted by Portland City Council ("Council") Ordinance 36696 in 2009, as a critical component to the circulation in South Waterfront and is identified as a Top Priority project for all modes of transportation;
2. Council Ordinance 187072, amending the North Macadam Urban Renewal Area ("URA"), identified the construction of SW Bond Avenue Extension as a priority project for funding;
3. SW Bond Avenue Extension Phase 1, which extends from SW River Parkway to SW Porter Street, furthers the goals of the Innovation Quadrant ("IQ") within the North District of the South Waterfront sub-area in the North Macadam URA by providing access to the Oregon Health and Science University ("OHSU") Schnitzer Campus and improving overall connectivity in the South Waterfront;
4. The construction of SW Bond Avenue Extension Phase 1 supports the Knight Cancer Challenge by providing street access to the Knight Cancer Research Building and other OHSU research-related expansion;
5. PDC, as the duly-designated Urban Renewal agency of the City of Portland, is granted broad powers under ORS 457.170 for the planning and implementation of urban renewal projects.
6. PBOT is responsible for transportation operations and improvements within City public rights-of-way.
7. A cooperative partnership between PDC and PBOT will be beneficial to the implementation of urban renewal plans and the development of other public policies, plans and capital projects.
8. Both parties desire to enter into an Agreement that will establish terms and conditions by which one party will engage and compensate the other party for performing specific services.

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9. Council, through Ordinance 181631, which was duly adopted by Council on February 27, 2008, and amended by Ordinance No. 183429 on January 6, 2010, delegated to the Director of PBOT and the City Auditor the authority to enter into intergovernmental agreements with PDC. The form of agreement used for this Agreement is substantially similar to the template that was approved by Council through the last above referenced Ordinance.

Now therefore, the parties agree as follows:

AGREEMENT

I. THE PROJECT

A. Background

PBOT and PDC have partnered on numerous efforts to develop and provide infrastructure for the South Waterfront District within the North Macadam Urban Renewal Area. The construction of SW Bond Avenue Extension Phase 1, illustrated in the attached Exhibit B, will provide access to the OHSU Schnitzer Campus, including the Knight Cancer Research Building anticipated to open in 2018. When joined by future phases to the south, the SW Bond Avenue Extension will become a major north-south circulation feature in South Waterfront along with existing SW Moody Avenue. Upon opening in 2018, the Project will also serve hundreds of people walking and bicycling between the Tilikum Crossing and downtown Portland.

A previous Intergovernmental Agreement between PBOT and PDC, dated July 1, 2015, covered 30% design for the full length of the SW Bond Avenue Extension between SW River Parkway and SW Whitaker Street. This Agreement focuses on construction of the SW Bond Avenue Extension between SW River Parkway and SW Porter Street, which is known as Phase 1 and will serve current and future OHSU developments.

B. Summary of Work and Budget

This Agreement covers 100% design, construction drawings, fill pre-consolidation (“surcharge”) and construction of the interim roadway, as well as limited design of final improvements to SW Bond Avenue Extension Phase 1. The segment of SW Bond Avenue subject to this Agreement extends from SW River Parkway immediately north of the Marquam Bridge to SW Porter Street at Tilikum Crossing and is known as SW Bond Avenue Extension Phase 1 (“the Project”).

The Project roadway is characterized as “interim” because frontage improvements will be provided separately in the future as OHSU properties and the South Waterfront Greenway develop, per Council Resolution 37189. This Agreement does, however, cover the cost of any preliminary design of the final improvements that take place during Fiscal Year (FY) 2016-17 and 2017-18, with the understanding that design of the final improvements are not required to be complete under this Agreement.

Features to be constructed as part of the Project include:

- Fills, slopes, retaining walls and temporary surcharge for the purposes of constructing the roadway above existing grade
- Permanent concrete curbs and cast-in-place intersections
- Permanent asphalt roadway

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- Permanent stormwater facilities, including green street facilities and storm sewer
- Permanent public water main
- Permanent franchise utilities, with funding and responsibilities of installation to be determined outside of this Agreement
- Temporary asphalt sidewalk on the west side of the roadway south of SW Sheridan Street.
- Temporary asphalt multi-use path on the east side of the roadway south of SW Sheridan Street.
- Permanent concrete sidewalk and bikeway north of SW Sheridan Street.
- Temporary street lighting on one side of the street (illuminating full roadway width)
- Environmental remediation of the proposed SW Bond Avenue right-of-way on Oregon Department of Transportation (ODOT) property under the Marquam Bridge, including any necessary soil removal, disposal and clean fill.

The Project will not provide the following:

- Permanent concrete sidewalks south of SW Sheridan Street except at intersections.
- Permanent trees and landscaping, which will be deferred until adjacent OHSU and South Waterfront Greenway development.
- Permanent street lighting, which will be deferred until adjacent OHSU and South Waterfront Greenway development.
- Environmental remediation, soil removal, soil disposal and clean fill in the proposed SW Bond Avenue right-of-way on OHSU property.
- Public art, which will be deferred until the permanent roadway is constructed beyond the scope of this Agreement (see term II-O of this Agreement).
- Elements of the South Waterfront Greenway except a connection to the existing Willamette River Greenway path north of Marquam Bridge.

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Budget: The estimated cost for this Project is as follows:

Retaining Walls/Fill/Surcharge	
Construction	\$3,855,900
Design/Engineering/Management	\$ 577,500
Contingency (20%)	\$ 886,700
Subtotal	\$5,320,100
Marquam Bridge Area Environmental Remediation	
Soil removal/disposal	\$ 589,200
Clean fill to grade	\$ 68,000
Contingency	\$ 99,800
Subtotal	\$ 757,000
Roadway/Public Utilities	
Construction	\$2,214,000
Design/Engineering/Management	\$ 677,000
Contingency (20%)	\$ 578,000
Subtotal	\$3,469,000
Percent for Art	\$ 49,000
Total	\$9,010,400

Funding Sources: The funding sources for this Project are anticipated to be as follows:

	PDC (N. Macadam URA)	PBOT (TSDCs)	ODOT (Immediate Opportunity Fund)	Total (FY)
FY 16-17	2,450,000	1,200,000	750,000	4,400,000
FY 17-18	1,151,000	2,000,000		3,151,000
FY 18-19	0	1,459,400		1,459,400
Total (Source)	3,601,000	4,659,400	750,000	9,010,400

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Compliance with South Waterfront Project Apprenticeship Agreement: This project will comply with the business equity and workforce equity goals and requirements of the South Waterfront Project Apprenticeship Agreement. See Exhibit C.

Project Phases: The Project will consist of the following phases. PBOT will provide an overall project manager for all phases.

Phase ‘A’: PBOT will prepare 100% design, plans, specifications and estimates for the Project.

Tasks:

1. PBOT will prepare Plans, Specifications and Estimates for construction of the interim roadway as defined by this Agreement.
2. PBOT will provide overall coordination of the Project with OHSU, ZRZ Realty, Oregon Department of Transportation, TriMet, and other affected interests.
3. Other governmental entities, as defined in term II-N this Agreement, will perform design and review services as needed to complete the Plans, Specifications and Estimates.
4. PBOT, in coordination with the Portland Water Bureau, will utilize a flexible services contract with a consultant for the purposes of designing the public water main for the Project.
5. PBOT will utilize a flexible services contract with one or more consultants for the purposes of designing and installing and/or modifying traffic signals.

Phase ‘B’: PBOT will bid and contract the surcharge phase of the Project, including earthwork and monitoring.

Tasks:

1. PBOT will contract with a geotechnical consultant for the purposes of designing and monitoring the surcharge phase of the Project. This contract is also authorized by the previous PBOT/PDC IGA signed on July 1, 2015.
2. PBOT will authorize the Bureau of Purchases to solicit and enter into a construction contract for the construction of retaining walls and slopes and the surcharge of fill upon and within these retaining walls and slopes.
3. PBOT will coordinate with OHSU and other responsible parties to ensure that contaminated media has been removed and replaced with clean fill in areas where the Project, including surcharge, must be constructed. PBOT and PDC funding for the removal and disposal of contaminated media and the provision of replacement clean fill shall be limited to the proposed SW Bond Avenue right-of-way on ODOT property under the Marquam Bridge.

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Phase 'C': PBOT will bid and contract the construction of the roadway after the surcharge phase and upon PDC authorization of the final engineer's estimate.

Tasks:

1. PBOT will provide a construction manager and construction staff to oversee and coordinate all work.
2. PBOT will authorize the Bureau of Purchases to solicit and enter into a construction contract for the construction of the roadway.
3. PBOT will coordinate with all public and private utility providers on the installation of utility conduits, pipes and vaults.
4. PBOT will oversee and execute the dedication of the completed Project as public right-of-way.
5. Other governmental entities, as defined in this Agreement, will perform inspection and other services as needed to complete construction of the Project.

Phase 'D': PBOT will participate in the master planning and/or design of areas immediately adjacent to the Project, including the South Waterfront Greenway and OHSU Schnitzer Campus street frontages along SW Bond Avenue.

Tasks:

1. PBOT will participate – with PDC, Portland Bureau of Planning and Sustainability, Portland Bureau of Development Services, Portland Parks and Recreation, OHSU and ZRZ Realty – in discussions to determine how the Special Design Area segment of the SW Bond Avenue Extension will be designed adjacent to the South Waterfront Greenway and OHSU Schnitzer Campus properties. This task may include some preliminary, but not necessarily complete, design of the final roadway improvements by PBOT.

II. CONTRACT MANAGEMENT

- A. The party for whom the Work is being performed, and who will be compensating the other party for performing the Work, shall be referred to in this Agreement as the "Funding Agency". PDC shall be referred to herein as the Funding Agency.
- B. The party performing the Work for the Funding Agency shall be referred to in this Agreement as the "Performing Agency". PBOT shall be referred to herein as the Performing Agency.
- C. **Funding Agency.**
 1. **Contract Signatory.** The Funding Agency Contract Signatory shall be Faye Brown, or such other person as designated in writing by the Funding Agency Director (the "Funding Agency Contract Signatory"). The Funding Agency Contract Signatory is authorized to give notices and to carry out other actions

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referred to herein, including termination of this Agreement as provided in Section V.

2. **Contract Manager.** The Funding Agency Contract Manager shall be Dan Spero (the "Funding Agency Contract Manager"). The Funding Agency Contract Manager is responsible for the day-to-day management of this Agreement as provided herein and serves as the first level of conflict resolution.

D. Performing Agency.

1. **Contract Signatory.** The Performing Agency Contract Signatory shall be Leah Treat, or such other person as designated in writing by the Director (the "Performing Agency Contract Signatory"). The Performing Agency Contract Signatory is authorized to give notices and to carry out other actions referred to herein, including termination of this Agreement as provided in Section V.
2. **Contract Manager.** The Performing Agency Contract Manager shall be Dan Layden (the "Performing Agency Contract Manager"). The Performing Agency Contract Manager is responsible for the day-to-day management of this Agreement as provided herein and serves as the first level of conflict resolution.

E. Management Staffing.

1. A project manager shall be designated by Performing Agency (the "Performing Agency Project Manager"), and a project manager shall be designated by Funding Agency (the "Funding Agency Project Manager") to carry out the responsibilities designated in this Agreement.
 - a) The Funding Agency Project Manager shall be Geraldene Moyle or such other person as designated in writing by Lisa Abuaf.
 - b) The Performing Agency Project Manager shall be Steve Szigethy or such other person as designated in writing by Dan Layden and approved by the Funding Agency Project Manager.
2. If either project manager is not performing or is not able to continue performing the responsibilities designated in this Agreement, then the respective contract manager shall designate a replacement project manager. If a replacement project manager is not available, then upon written agreement of the parties, the other party may take on all project management responsibilities designated in this Agreement.
3. The Funding Agency Contract Manager and the Performing Agency Contract Manager will confer quarterly to review project management and staffing needs and performance, and identify desired changes, if any. If either PDC or the Bureau desires to replace a project manager, or other key staff identified in section II.F. or section II.G. of this Agreement, the party's contract manager shall notify the other contract manager in writing, and if required, they will

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meet to discuss and agree on any necessary adjustments to provide adequate time to make such change.

F. Project Staffing – Performing Agency: The following Performing Agency personnel are being assigned to perform the Work. Only personnel listed below, or subsequently identified and authorized by the Funding Agency Project Manager, shall be reimbursed for performance of the Work. The Funding Agency will not unreasonably delay or withhold subsequent authorization for personnel identified by the Performing Agency to perform the Work, and its failure to notify the Performing Agency in writing of denial of authorization within 10 business days after the Project Manager's receipt of a written request for authorization from the Performing Agency shall be deemed as authorizing those identified personnel to perform the Work.

1. Steve Szigethy, Project Manager
2. Slavik Dezhnyuk, Construction Manager
3. Arnoud Van Sisseren, Associate Planner
4. Eva Huntsinger, Engineer of Record
5. Linda Williams, Senior Engineer
6. Michelle Dellinger, Traffic Design
7. Cedar Nolte, Structural Engineer
8. Martin Maloney, Right-of-Way Acquisition
9. PBOT Survey Crew

G. Project Staffing – Funding Agency: The following Funding Agency personnel are being assigned to perform the Work.

1. Geraldene Moyle, Senior Project Manager

H. Approvals.

1. No work shall be performed and no funds shall be obligated until this Agreement is executed.
2. The Performing Agency is not obligated to perform, and the Funding Agency is not authorized to pay for, any work not identified in the Scope of Work and Budget.

I. Project Management.

1. Project Status Reports are required to be submitted beginning within 60 days after the Effective Date of this Agreement and thereafter at a frequency of monthly. A template report shall be discussed and agreed to as part of the Project's kickoff meeting.

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J. Public Involvement.

1. Where projects require public involvement, PBOT and PDC will collaborate on design of the public involvement plan that is endorsed by both project managers.
2. PBOT and PDC will keep each other informed of written and web material (e.g., news releases, brochures, newsletters, reports, website) produced for the Project that are intended for public distribution and will provide adequate time for review and discussion prior to distribution.
3. Each project manager will inform the other project manager of inquiry from a media or press representative and make reasonable efforts to consult with the other project manager prior to any verbal or written information on the Project being provided to such a representative; if unable to make a prior consultation, notice will be provided afterwards.

K. Meeting Participation. Each project manager will invite the other to attend all regular or significant Project meetings and to participate in steering, management, or technical advisory committees organized for the Project.

L. Work Product. The Funding Agency Project Manager will, upon his or her request, receive timely copies of all work products, including drawings, specifications, designs, draft and final copies of technical and consultant analysis and reports, construction progress reports, and key correspondence prepared or received during the course of the Project.

M. Subcontractors. A subcontractor is any other entity that the Performing Agency uses to carry out all or part of the Work.

1. The Performing Agency will have the sole authority to direct the work of any authorized and approved subcontractors. Subcontractors must be approved by the Funding Agency Project Manager. At the time of this Agreement, Harper Houf Peterson Righellis is already under contract to perform surcharge design and monitoring.
2. The Performing Agency and/or any approved subcontractors are not obligated to perform, and the Funding Agency is not authorized to pay for, any work not identified in the Scope of Work and Budget.

N. Other Governmental Entities. For the purposes of this Agreement, other governmental entities include the Portland Bureau of Environmental Services, Portland Water Bureau, Portland Bureau of Development Services, Portland Bureau of Planning and Sustainability, Portland Parks and Recreation, Oregon Department of Transportation, and TriMet.

1. Other governmental entities, as defined in this section, may bill labor and materials to the Performing Agency, which in turn will be compensated by the Funding Agency if requested by the Performing Agency, for eligible work pertaining to the Project.

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2. Eligible work pertaining to the Project includes:
 - a) Review of Plans, Specifications and Estimates
 - b) Design of stormwater and sanitary sewer systems
 - c) Inspection of installed contaminant barriers and clean fill
 - d) Design of the public water main
 - e) Review, authorization and inspection of modifications to the Tilikum Crossing / Porter Street structure
 - f) Review, authorization and inspection of improvements and environmental remediation on Oregon Department of Transportation property underneath the Marquam Bridge
 - g) Fees paid to the Bureau of Development Services for required reviews and permits
 - h) Fees paid to Urban Forestry for tree removal and planting plans
 - i) Relocation of existing electrical box, electric utility pole, seismic sensor and associated conduits from underneath the Marquam Bridge

O. Regional Arts & Culture Council (RACC) – Percent for Art Program. City Code Section 5.74 sets the policy of the City of Portland to dedicate two percent of the total Eligible Costs, as defined by Code, or two percent of the total Eligible Funds, as defined by Code, of all Improvement Projects, as defined by Code, (whichever is less) to the selection, acquisition, fabrication, installation, maintenance, management, de-accessioning, community education, documentation and registration of Public Art.

1. This requirement will be deferred until the final roadway frontage improvements are constructed.
2. As indicated by City code and state statutes, this requirement applies to North Macadam URA funds and does not apply to Transportation System Development Charges.
3. The Performing Agency, upon completion of the interim roadway, will report the Eligible Costs and two percent calculation. For the purposes of this agreement, the two percent calculation is estimated at Forty-Nine Thousand Dollars (\$49,000).
4. The Funding Agency will set aside Funding Agency funds to be used for the purposes of meeting the Percent for Art requirement and implementing Public Art as part of the final roadway frontage improvements.
5. The Funding Agency's contribution of funds to the Project is reduced by the amount equivalent to the two percent calculation.

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P. Business and Workforce Equity

1. The Business Equity Program of PDC's Business and Workforce Equity Policy (the "Policy") shall apply if the Project is anticipated to have hard construction costs greater than \$200,000 and PDC's compensation under this Agreement is more than \$100,000. If the Business Equity Program applies, PDC's utilization goal for Emerging Small Businesses and Women and Minority owned-businesses (collectively, "M/W/ESBs") is twenty percent (20%) of the hard construction costs ("PDC's Goal") of the Project (the "Utilization Goal"). The Workforce Equity Program of the Policy shall apply if the Project is anticipated to have hard construction costs greater than \$200,000. If the Workforce Equity Program applies, prime contractor and all subcontractors with subcontracts greater than \$100,000 must comply with the Policy's Workforce Training and Hiring Program to, among other things, ensure that a minimum of twenty percent (20%) of labor hours in each apprenticeable trade performed by the contractor and subcontractors on the Project are worked by state-registered apprentices and to work toward achieving certain Workforce Goals, as such terms and requirements are further described in the Policy attached hereto as Exhibit C. The Utilization and Workforce Goals described in the Policy are aspirational only. There will be no legal consequence, including but not limited to termination, damages or liquidated damages, on account of the Performing Agency's failure to realize the goals described in the Policy. Nothing in this Agreement shall require the Performing Agency to discriminate in the award of contracts on the basis of race, sex or other impermissible criterion, or otherwise to violate the law. If the Policy applies, information on utilization will be included in monthly Project Status Reports, as described in Section II above.

Q. Special Contract Management Provisions

None

III. FUNDING / COMPENSATION / ALLOWABLE COSTS

- A. The Funding Agency shall pay the Performing Agency a sum not to exceed **Three Million Six Hundred and One Thousand Dollars (\$3,601,000)** for accomplishment of the Work, subject to budget authorization by the Funding Agency.
- B. The funding is from the North Macadam URA.
- C. The full amount of funds is authorized over two fiscal years: 2016-17 and 2017-18. Because the Project funding spans multiple fiscal years, PDC will encumber the funds as the funds are approved through budget appropriation. All funding is subject to budget appropriation. If the full amount of funds is not authorized in the current fiscal year's budget, it is acknowledged that contract amounts identified for expenditure in future fiscal years have not been appropriated in the current year budget. If funding has been identified in the Portland Development Commission Five-Year Budget

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Forecast, PDC staff agree to recommend to the PDC Budget Workgroup that the funds identified in the Five-Year Budget Forecast be appropriated in subsequent budgets.

- D.** There are non-PDC funds in this Agreement, as follows:
1. PBOT City-wide and North Macadam Overlay Transportation System Development Charges.
 2. State of Oregon Immediate Opportunity Fund, pending state approval.
- E.** PDC funds shall only be expended on Tax Increment Financing eligible uses, for example, planning for improvements, design and engineering for improvements, and construction of improvements. Costs for operations, maintenance, and moving transit stock are not typically eligible for Tax Increment Financing.
- F.** The Performing Agency may seek reimbursement from the Funding Agency for the following costs, subject to the expenditure of these funds for performance of the Work and within the authorized budget. In certain circumstances, such as advance payment to RACC, the Funding Agency Project Manager may authorize a prepayment of future expense obligations.
1. Direct Costs
 - a) Personnel Services. Covers reimbursement for direct wages paid to personnel engaged in performance of the Work.
 - b) Benefit Costs. Covers reimbursement for the fully loaded benefit costs associated with direct wages, which represents the actual benefit load attributable to the respective employees.
 - c) Materials & Services. Covers actual costs for the purchase of materials, supplies, and services, or reimbursement of incidental expenses and the Bureau or PDC support staff personal services where the expenditure is for performance of the Work and within the authorized budget.
 - d) Contracted Services. Covers reimbursement for contracted professional or construction services in carrying out the Work and within the authorized budget.
 2. Indirect Costs. Covers reimbursement for overhead costs at the rate established annually, for PBOT in accordance with City Code Section 5.48 and for PDC in accordance with Cost Recovery Policy through Resolution 6560.
 - a) This Agreement was originated in FY 2016-17, in preparation for FY 2017-18, when the bulk of work is anticipated to take place. For that Fiscal Year, PBOT's rate is anticipated to be approximately 79% (Seventy-Nine Percent) of Personal Services and Benefit Costs. PBOT Indirect costs pay for generally fixed costs related to the administration

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and operation, as well as program management costs including Council charges, executive management staff, rent, telephone, power, insurance, office supplies, and equipment.

- b) This Agreement was originated in Fiscal Year 2016-17. For that Fiscal Year, the PDC rate is \$17.00 per labor hour (Seventeen Dollars and Zero Cents) of Personal Services and Benefit Costs billed under this Agreement. PDC Indirect costs pay for generally fixed costs related to the administration and operation of an organization, as well as program management costs including administrative staff, rent, telephone, power, insurance, office supplies and equipment.
 - c) Prior to each new Fiscal Year during the course of the Project, the Performing Agency Contract Manager shall provide written notification to the Funding Agency Contract Manager of the new Fiscal Year rate.
3. The Funding Agency Project Manager shall be immediately notified of any actual or anticipated variance between the authorized budget and the estimated cost or expenditures described in the Scope of Work and Budget (Exhibit 'A'). The parties shall then make a good faith effort to negotiate for a successful modification to this Agreement. Unless this Agreement is modified, the Funding Agency shall not be obligated to make payments for costs that exceed the authorized budget.
- G. Expense Costs.** Expenses, including personal services, incurred for out of town travel, training, educational expenses and equipment purchase are not reimbursable under this Agreement unless mutually agreed to in advance.
- H. Change Management Controlled by Performing Agency.** "Change management" is the process by which the impact of changes is controlled or mitigated and alterations are evaluated, approved, and incorporated into the Scope of Work and Budget. It is required that funds for change management be identified in the Scope of Work and Budget. These funds are intended to be used to accommodate such changes within the specific task or fiscal year. The funds shall be managed by the Performing Agency, which shall notify the project manager and contract manager of the Funding Agency in writing of their use.
- I. Contingency Controlled by Funding Agency.** It is required that an amount for project contingency be identified in the Scope of Work and Budget. Communications regarding events that may lead to the usage of the contingency are described in Section V. B. Use of all or part of the contingency must be approved in writing by the Funding Agency, including underlying change orders.

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IV. BILLING AND PAYMENT PROCEDURE

- A.** The Performing Agency shall submit to the Funding Agency Project Manager a separate itemized billing for work performed as described in the Scope of Work and Budget for review and approval at least quarterly.
1. In order to receive timely payment, interim billings must be received no later than thirty (30) days following the end of a billing period.
 2. Final billings upon termination or early termination of this Agreement need to be received within sixty (60) days of the date of termination. If no bill or interim Project Status Report is received within this time period, the Funding Agency will have no obligation to honor late billings.
- B.** Each billing shall include a Billing Detail Report in a format created and/or approved by the Funding Agency. At a minimum, each billing shall include:
1. a description of the nature and cost of work accomplished;
 2. the names, rates and hours worked of personnel;
 3. disbursements to consultants, contractors and outside vendors for materials and services; and
 4. any other specific detail or documentation as desired by the Funding Agency Contract Manager, which can be reasonably provided by the Performing Agency.
- C.** If billings are received with incomplete information or disputed items, the Funding Agency will advise the Performing Agency in writing what specific information is missing or disputed. The Funding Agency will proceed to process payment for items not in dispute.

V. GENERAL**A. Termination.**

1. The Termination Date of this Agreement is January 1, 2020
2. Early Termination of Agreement.
 - a) This Agreement may be terminated at any time by mutual written consent.
 - b) Upon thirty (30) days written notice, either party may terminate this Agreement where the public interest requires work to cease.
 - c) In the event of early termination of this Agreement, the work shall cease promptly and a final billing request submitted within sixty (60) days of the effective date of termination. In the event of early termination, eligible costs incurred through the date of the Agreement's termination will be reimbursed.

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B. Change and Conflict Resolution.

1. Every effort has been made to accurately identify the scope, schedule and budget for the Work. The Performing Agency and the Funding Agency recognize that events and conditions may arise that significantly impact the Project. A “significant” impact is one that may require expenditure of the Funding Agency controlled contingency, increase the budget beyond the total authorized budget amount shown in the Scope of Work and Budget, or delay completion of this phase of the Project more than one year. Should either party identify or foresee such a circumstance, both parties agree to the following:

- a) As soon as practicable, notify both the project manager and contract manager of the other party in writing of the circumstance, its origin and anticipated or confirmed impact.
- b) Both project managers shall make reasonable efforts to meet within 14 days to identify anticipated or confirmed affects to the Project’s scope, schedule and budget.
- c) Both parties shall seek to reach agreement on any necessary revisions to this IGA as described below in Section V. B. 2.

2. If a dispute arises regarding performance, cost, schedule, scope, quality or other terms and conditions of this Agreement, all parties agree to exercise good faith in expeditiously resolving said conflict in the following manner.

- a) All conflicts should first be discussed and resolved if at all possible by the project managers specified in Section II.
- b) If the conflict cannot be resolved by the project managers, or involves one of the project managers, then the conflict should be elevated to the contract managers specified in Section II for discussion and resolution.
- c) Any conflicts not resolved by the contract managers shall be elevated to the contract signatories for discussion and resolution.

C. Compliance with Laws. In connection with its activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.

D. Indemnification.

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, City agrees to indemnify, hold harmless and defend, PDC, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney’s fees, resulting from or arising out of the activities of City, its officers, employees or agents under this Agreement.

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, PDC agrees to indemnify, hold harmless and defend, City, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or

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losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising out of the activities of PDC, its directors, employees or agents under this Agreement.

- E. Subcontracting.** Work under this Agreement shall not be subcontracted in whole or in part to other than City agencies, without the prior written approval of the Funding Agency Project Manager. The Funding Agency will not unreasonably delay or withhold subsequent authorization for contractors identified by the Performing Agency to perform the Work under the Agreement, and its failure to notify the Performing Agency in writing of denial of authorization within 10 business days after the Funding Agency Project Manager's receipt of a written request for authorization from the Performing Agency shall be deemed as authorizing those identified contractors to perform the Work. The Performing Agency shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Performing Agency as specified in this Agreement. Notwithstanding approval by the Funding Agency Project Manager of a subcontractor, the Performing Agency shall remain obligated for full performance hereunder, and the Funding Agency shall incur no obligation to the subcontractor hereunder. The Performing Agency shall have the sole authority to direct the work of any authorized and approved subcontractors.

F. Ownership of Work Product.

Ownership of any and all plan sets, technical data, documents, plans, designs, drawings, technical data reports, specifications, working papers and other materials produced in connection with this Agreement (the "Work Product") will be handled as described below. Ownership of the Work Product includes all rights, title and interest, including but not limited to copyright rights of specified Work Products.

Notwithstanding anything to the contrary contained herein, the parties acknowledge that section 17.24.085 of the City Code may require that all or part of the Work Product will become the property of the City and be transferred to the City Engineer upon completion of the Project.

1. Except as described in paragraph 2 below, the Performing Agency shall own all Work Products.
2. If the parties determine that the Performing Agency is unable or unwilling to complete the Project, and the Funding Agency determines that a transfer of ownership of the Work Product is necessary in order to effect completion of the Project, upon the Funding Agency's written request the Performing Agency shall assign ownership of the Work Product to the Funding Agency.
3. Regardless of ownership of the Work Product, both parties shall have reasonable access to the Work Product.

- G. Delivery / Maintenance of Records.** The Performing Agency shall maintain records on a current basis to support its billings to the Funding Agency. The Funding Agency or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Performing Agency

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regarding its billings or its work hereunder, for a period of 3 years after completion or termination of this Agreement.

H. Funding Acknowledgement / Signage.

1. Any oral reports made to neighborhood, business, or other civic organizations, as well as to any members of the press shall acknowledge work being done is based on a partnership between PBOT and PDC and, if appropriate, financed by "*the North Macadam Urban Renewal Project*".
2. For projects involving construction activities funded by PDC, PBOT shall display a sign near the construction site and readily visible to the public, specifying that the Project is being "funded by the Portland Development Commission's North Macadam Urban Renewal Project". The sign shall remain in place until construction is complete.

VI. Amendments

- A. Except as otherwise provided for in this Agreement, PBOT or PDC may amend this Agreement only in writing signed by the contract signatories.
- B. Changes to the Scope of Work and Budget:
 1. Changes to the Scope of Work and Budget, including changes to scope, schedule, and budget identified in Section I, which do not increase the total compensation under this Agreement, may be made upon written agreement by the project managers identified in Section II of this Agreement.
 2. Changes will not take effect or be binding on either party until agreed to in writing.

VII. Merger Clause

This Agreement contains the entire agreement between PDC and PBOT. It supersedes all prior written or oral discussions or agreements concerning work to be performed by either party.

[Signature page to follow]

Exhibit A

IN WITNESS WHEREOF, PBOT and PDC have executed this Agreement as of the Effective Date.

CITY OF PORTLAND

PORTLAND DEVELOPMENT COMMISSION

Leah Treat, Director, Portland Bureau of Transportation

Faye Brown, Executive Director

(Executed under authority delegated by Ordinance No. 181631, passed by Council February 27, 2008, and amended by Ordinance No. 183429, passed by Council on January 6, 2010.)

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Legal Counsel

City Auditor

Date

Exhibit B SW Bond Avenue Extension Phase 1 Reference Map

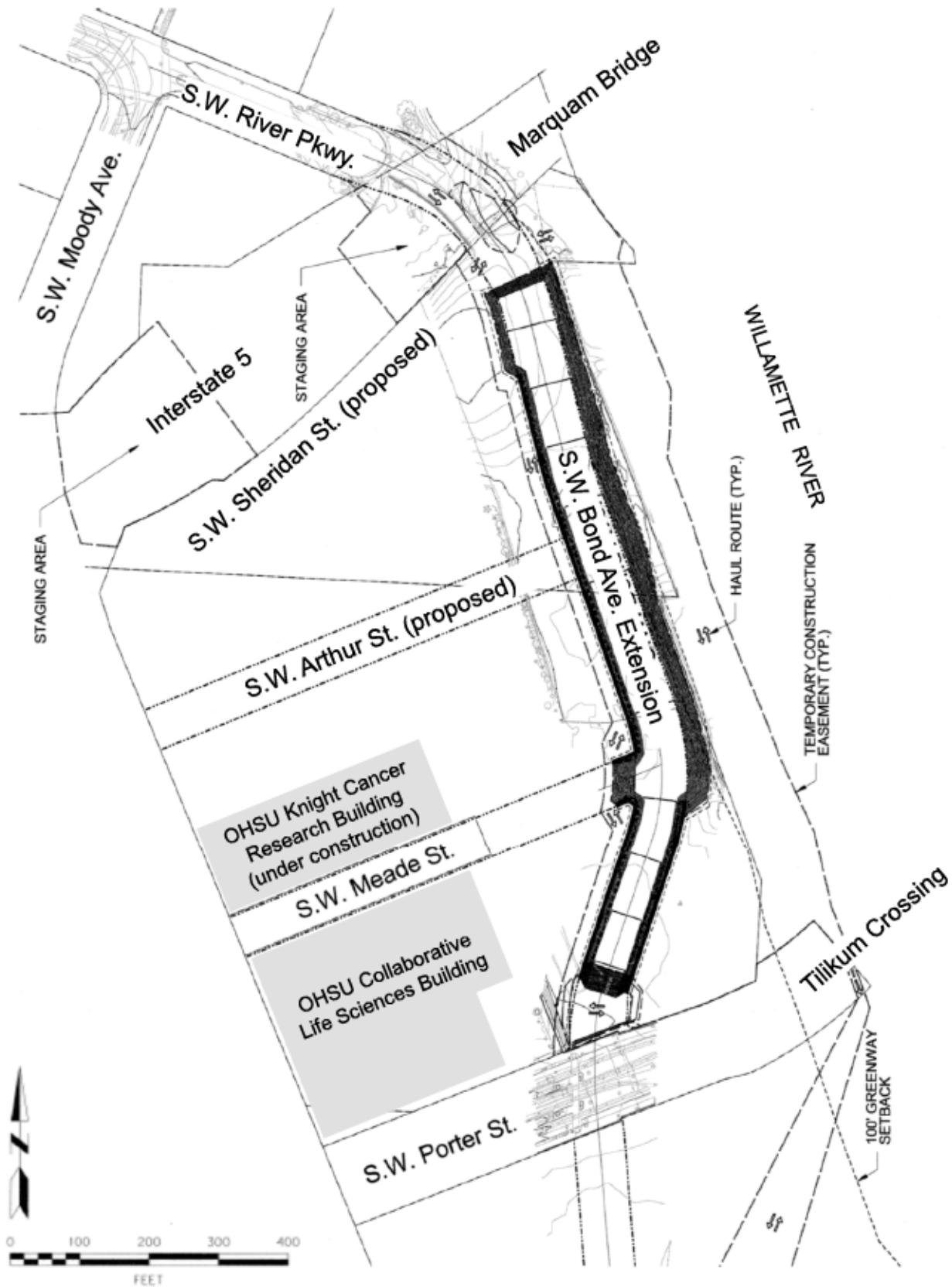


Exhibit C

**Portland Development Commission Business Equity Program Specifications and Workforce
Equity Program Specifications**

(following this page)



BUSINESS EQUITY PROGRAM SPECIFICATIONS

1. PURPOSE OF THE PROGRAM

The Portland Development Commission ("PDC") has a compelling interest to ensure that PDC projects provide opportunities for State of Oregon Certified firms, i.e. (Minority-Owned, Women-Owned, Disadvantaged and Emerging Small Businesses or M/W/D/ESBs) in order to promote economic growth, to increase capacity and to expand competition in the market. Therefore, PDC has established a 20% utilization goal for PDC-supported projects receiving more than \$300,000 in PDC resources, provided the project's hard construction costs are greater than \$200,000. ALSO, PDC has established a 20% utilization goal for the sale of PDC real property to a private party with a purchase price greater than \$300,000 that is expected to involve Hard Construction Costs greater than \$200,000. The goal is calculated as 20% of the project's Hard Construction Costs and 20% of Professional Services Costs, specifically architectural, engineering or technical service provider, if applicable (excluding overhead, administration or taxes). The Developer/Borrower through their prime contractor *and/or consultant* is expected to meet the 20% utilization goal. When the Developer/Borrower through their Prime Contractor *and/or Prime Consultant* meets the business equity goal with majority ESB participation, the Developer/Borrower through their Prime Contractor *and/or Prime Consultant* must document that all reasonable and necessary steps have been taken to contract with M/W/DBE firms for each scope of work anticipated to result in a subcontract of \$2,500 or greater. In the event that this goal is not met, the Developer/Borrower will be considered non responsive and the loan rejected. If the Developer/Borrower is deemed non responsive, they will be provided an opportunity for reconsideration in writing, followed by a personal appearance with the reconsideration official, if desired. As part of the reconsideration process, the Developer/Borrower is required to submit proof showing that all reasonable and necessary steps were taken to contract with Certified subcontractors *and/or subconsultants*. PDC will submit a written decision on reconsideration, explaining, if applicable, the basis for finding that the Developer/Borrower did not meet the goal or make adequate reasonable and necessary steps to do so.

2. EFFORTS REQUIRED REGARDING CERTIFIED FIRMS

The Developer/Borrower through their Prime Contractor *and/or Prime Consultant* is required to make all reasonable and necessary steps to contract with Certified firms for each scope of work anticipated to result in a subcontract of \$2,500 or greater. Outreach is encouraged for all subcontract, subconsultant and supplier opportunities. Also, the Developer/Borrower is required to submit a plan that addresses proposed methods of implementing the Business Equity Program on large construction or design projects (as determined by PDC).

Prime Contractors who intend to self-perform more than 10% of the trade work to complete a project or an entire Construction Specifications Institute (CSI) Master Format trade division (e.g., excluding superintendence, supervision, mobilization, etc.) will be required to have the written authorization of the Communications and Social Equity Director or their designee, who may approve a higher percentage based on the type, size, available subcontractors, and other relevant criteria. These requirements are contractual obligations and are included in the development/loan agreement. Failure to comply may result in a finding of breach of contract, disqualification of the Developer/Borrower to receive PDC funds in the future, or a claim for damages.

NOTE: Documented outreach is not required for scopes of work anticipated to result in a subcontract of \$2,500 or less under these provisions but is encouraged.

Who to contact

For *each* scope of work identified in these documents that will be performed by a subcontractor *and/or* subconsultant, unless a Certified subcontractor *and/or* subconsultant is directly selected for the work, the Prime Contractor *and/or* Prime Consultant **must** contact:

Every Certified firm that attended the pre-bid meeting (if one was held) *or requested a Request for Proposal (RFP)* who specializes in a scope of work that will be subcontracted *and/or* subconsulted.

Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.

The Metropolitan Contractors' Assistance Program (MCIP) for assistance with identifying and contacting capable and available Certified firms. MCIP can be reached at: Office: 503-288-1211 · Fax: 503-288-5786 · Email:

Chris@mcip-pdx.org; www.mcip-pdx.org

Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.

In addition to the above, a minimum of five (5) Certified firms from the Office of Minority, Women and Emerging Small Business Certification Directory must be contacted in each division of work identified for subcontracting *and/or* subconsulting. If there are less than 5 firms listed for a particular scope of work, *all* of the contractors *or* consultants in that scope must be contacted. [The Office of Minority, Women and Emerging Small Business web site:

<http://www4.cbs.state.or.us/ex/dir/omwesb/>]

Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.

In the case of architectural, engineering and professional-technical service providers (A/E/PT) subconsulting opportunities, the Developer/Borrower through their Prime Consultant must post the opportunity(s) on the Talentwell website (<http://talentwellnw.com/>); and solicit subconsultant fees from Certified firms whose qualifications match the opportunity. A minimum of three (3) Certified firms must be solicited for each subconsulting opportunity specialty identified. If there are less than three (3) firms available for solicitation, *all* consultants in the opportunity specialty must be solicited.

[Talentwell is an online collaborative network custom designed (and sponsored by PDC) for posting consulting opportunities with the objective of identifying a 'short-list' of Certified firms whose qualifications match the requested service areas. Once Certified consultants are screened and their qualifications and certification status verified, they may post their profiles on the network.]

Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.

When to contact

The Developer/Borrower through their Prime Contractor *and/or* Prime Consultant shall make first contact with each Certified subcontractor/subconsultant a minimum of fourteen (14) business days before bids/fees are due. Any changes or amendments to this schedule must be approved in writing by PDC. Any extended time for the preparation of bids/fees allowed to non-Certified subcontractors/subconsultants must also be extended to Certified subcontractors/subconsultants and verified in writing.

Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.

How to contact

First Contact: The Developer/Borrower through their Prime Contractor *and/or* Prime Consultant, shall contact Certified subcontractors *and/or* subconsultants by letter, fax or E-mail to advise them of potential subcontracting *and/or* subconsulting opportunities.

Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.

Follow-up: The Developer/Borrower through their Prime Contractor *and/or* Prime Consultant, shall follow up with telephone calls to each Certified firm contacted to determine if a bid/fee will be submitted or if further information is required. A firm need not be contacted if that firm responds to the first contact with a statement that the firm will not bid or submit a fee on this project.

Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.

Information that must be provided

The Developer/Borrower through their Prime Contractor *and* Prime Consultant must provide project information,

including dates and times bids/fees are due, to Certified firms.

Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.

3. SUBSTITUTION OR ADDITION OF SUBCONTRACTORS/SUBCONSULTANTS

The Developer/Borrower through their Prime Contractor *and/or* Prime Consultant will not be permitted to substitute a new subcontractor *and/or* subconsultant for a Certified subcontractor/ *and/or* subconsultant without the written consent of PDC.

If any 1st tier subcontractor *or* subconsultant is added or replaced after the Subcontractor/ Subconsultant and Self Perform Work List (FORM 1) has been submitted, the Prime Contractor *and/or* Prime Consultant, shall make all reasonable and necessary efforts to contract with a Certified firm for the work to be performed by that subcontractor *and/or* subconsultant. Documentation of these efforts is required, and must be submitted to PDC. If the Prime Contractor *and/or* Prime Consultant find cause to replace a Certified firm, PDC strongly encourages substitution with either a Certified subcontractor *and/or* subconsultant. The Prime Contractor *and/or* Prime Consultant shall report substitutions to PDC for the purposes of tracking and reporting overall utilization.

NOTE: For the purposes of the Certified firm Recruitment Guidelines / Process Requirements a first tier subcontractor/subconsultant is any construction contractor *or* consultant who has (or is anticipated to have) a direct contractual relationship to the prime contractor/prime consultant, specific to this project.

4. SUBMISSION OF REQUIRED DOCUMENTATION OF SUBCONTRACTOR AND/OR SUBCONSULTANT PARTICIPATION AND BUSINESS EQUITY RECRUITMENT AND PARTICIPATION EFFORTS

One (1) Week Prior to Loan Closing and Construction Start:

- **Business Equity (FORM 1)** Submit a Subcontractor/Subconsultant And Self-Perform Work List on FORM 1 (or equivalent) showing ALL first-tier subcontractors *and* subconsultants and first-tier material suppliers to be used on this contract. Suppliers will be calculated as part of the 20% utilization. Certified 2nd tier subcontractors *and* subconsultants and 2nd tier suppliers may be considered as part of the business equity recruitment and participation efforts if the 20% business equity goal is not attained. Certified 2nd tier subcontractors *and* subconsultants and 2nd tier suppliers should be listed on Form 1 and Form 4 (monthly report) with a clear indication of which first tier subcontractor *and* subconsultant they are working for on this project. Additionally, the Developer/Borrower through their Prime Contractor *and/or* Prime Consultant shall identify ALL divisions of work (DOW) to be self-performed. If the Developer/Borrower through their Prime Contractor *and/or* Prime Consultant does not account for all DOW, it will result in the Developer/Borrower being non-responsive and the loan rejected.

PLEASE NOTE. IF PDC APPROVES THE BUSINESS EQUITY PARTICIPATION SUBMITTED ON BUSINESS EQUITY (FORM 1) THE FOLLOWING SUBMITTALS MAY NOT BE REQUIRED:

- **Log of contacts with 1st tier Certified firms (FORM 2)** Submit a completed log of contacts with Certified firms on FORM 2 (or equivalent). The Developer/Borrower through their Prime Contractor *and/or* Prime Consultant shall provide ALL required information in each column as applicable. Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.
- **Copy of letter, email or fax sent to Certified firms.** Submit one copy of the letter, email or fax sent to Certified firms to solicit bids/fees for this project. If more than one form of letter, email or fax was sent, submit a copy of each form sent. The Developer/Borrower through their Prime Contractor *and/or* Prime Consultant shall submit additional information upon request if the PDC believes it needs to clarify their reasonable and necessary steps expended to achieve business equity utilization. Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.
- **List of 1st tier Certified Bids/Fees (FORM 3):** Submit FORM 3 (or equivalent) providing ALL the requested information.

Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.

- **Documentation** that The Metropolitan Contractors' Assistance Program (MCIP) was contacted for assistance with identifying and contacting capable and available Certified firms. Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.
- **Documentation** of the implementation of a PDC approved Equity Contractor Development Program or Mentor-Protégé Program (the 'Program') may be considered as part of the business equity recruitment and participation efforts if the 20% business equity goal is not attained. PDC approval of the submitted 'Program' must be obtained in writing one (1) week prior to loan closing and construction start. The submitted documentation must verify that the 'Program' implementation preceded the loan closing date by three (3) months. Failure to meet all the stipulated criteria of the 'Program' documentation will result in the Developer/Borrower being non-responsive and their submittal deemed not eligible as part of the business equity recruitment and participation efforts.

NOTE: Outreach documentation can be submitted after the construction/*design* start date for projects with a phased bid *or fee* process. Failure to provide all requested reasonable and necessary steps expended to achieve business equity utilization documentation by the Developer/Borrower may affect the Developer/Borrower's eligibility to participate on future PDC-supported projects.

5. DOCUMENTATION TO BE SUBMITTED MONTHLY DURING THE PROJECT: Documentation to be submitted monthly during project:

- **Monthly Subcontractor/ Subconsultant Payment and Utilization Report: (Form 4):** The Developer/Borrower through their Prime Contractor *and/or* Prime Consultant shall list the contract amounts and payment amounts on Form 4 to all subcontractors *and/or* subconsultants (including Certified subcontractors *and/or* subconsultants) previously listed on Form 1.
- **Report Submission:** Monthly reports are due by the 15th day of the month for work performed the prior month. The Developer/Borrower through their Prime Contractor *and/or* Prime Consultant, as part of the final disbursement/payment, shall submit a Final Report documenting all subcontracting *and/or* subconsulting. Failure to submit timely Subcontracting *and/or* Subconsulting Payment and Utilizations Reports may result in a delay in processing applications for disbursement/payment.

6. OPTIONAL REASONABLE AND NECESSARY STEPS EXPENDED TO ACHIEVE BUSINESS EQUITY UTILIZATION

Prime Contractors/*Prime Consultants* should also consider efforts such as:

- Advertisements in ethnic newspapers and small business trade journals.
- Alternative methods of participation with Certified firms through arrangements such as joint ventures, negotiated subcontract agreements and competitive bids.
- Purchase of construction materials and equipment from Certified suppliers.
- Providing information on subcontracting and *subconsulting* opportunities to PDC for posting on the PDC website and distributing to interested Certified firms.

**PORTLAND DEVELOPMENT COMMISSION
BUSINESS EQUITY PROGRAM (BEP)
SUBCONTRACTOR/SUBCONSULTANT AND SELF-PERFORM WORK LIST
(FORM 1)**

NOTE: IF THE PRIME CONTRACTOR/PRIME CONSULTANT IS NOT USING ANY SUBCONTRACTORS/SUBCONSULTANTS ON THIS PROJECT, THE PRIME CONTRACTOR MAY WRITE "SELF PERFORMING ALL WORK" ON THE FORM

Prime Contractor/ Consultant:		Hard Construction Cost/ Consultant Fee:	
	Project Name:	Date:	

PRIME CONTRACTOR SELF-PERFORMING: Identify below, all Divisions of Work (DOW) to be self-performed. The value of the self-performed work exceeding 10% of the total contract value requires PDC approval. Otherwise, all reasonable and necessary steps to subcontract/subconsult are required.

<u>DOW (INCLUDING COST/FEE) PRIME CONTRACTOR/CONSULTANT WILL SELF PERFORM</u>

PRIME CONTRACTOR/CONSULTANT MUST DISCLOSE AND LIST ALL SUBCONTRACTORS/SUBCONSULTANTS including those Certified firms that you intend to use on the project

List all subcontractors/subconsultants below. Use correct legal Name of Firm.				DOW (i.e., Architectural, Engineering, Painting, Landscaping, Electrical, Etc.)	DOLLAR AMOUNT OF SUBCONTRACT/ FEE	If Certified Firm, Check box and fill in Cert. #			
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>
Address									
City/St/Zip									
Phone #									
Email									
CCB #									
Fed. ID #									
						Cert#			
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>
Address									
City/St/Zip									
Phone #									
Email									
CCB #									
Fed. ID #									
						Cert#			
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>
Address									
City/St/Zip									
Phone #									
Email									
CCB #									
Fed. ID #									
						Cert#			

Completed form may be faxed *OR* Emailed to Patricia Weekley at 503-823-3368. weekleyp@pdc.us

PRIME CONTRACTOR/CONSULTANT MUST DISCLOSE AND LIST ALL SUBCONTRACTORS/SUBCONSULTANTS including those Certified firms that you intend to use on the project

List all subcontractors/subconsultants below. Use correct legal Name of Firm.				DOW (i.e., Architectural, Engineering, Painting, Landscaping, Electrical, Etc.)	DOLLAR AMOUNT OF SUBCONTRACT/FEE	If Certified Firm, Check box and fill in Cert. #			
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>
Address									
City/St/Zip						Cert#:			
Phone #									
Email									
CCB #									
Fed. ID #									
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>
Address									
City/St/Zip						Cert#:			
Phone #									
Email									
CCB #									
Fed. ID #									
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>
Address									
City/St/Zip						Cert#:			
Phone #									
Email									
CCB #									
Fed. ID #									
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>
Address									
City/St/Zip						Cert#:			
Phone #									
Email									
CCB #									
Fed. ID #									
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>
Address									
City/St/Zip						Cert#:			
Phone #									
Email									
CCB #									
Fed. ID #									

Total Hard Construction Costs and/or Consultant Fees	
Total M/W/D/ESB Dollars	
M/W/D/ESB as a % of Hard Construction Costs and/or Consultant Fees (20% goal)	
Completed form may be faxed <i>OR</i> Emailed to Patricia Weekley at 503-823-3368. weekleyp@pdc.us .	

**BUSINESS EQUITY PROGRAM (FORM 2)
CERTIFIED FIRM CONTACT LOG**

Prime Contractor/Prime Consultant Name _____

Project Name _____

Prime Contractors/Prime Consultants should record their contacts with potential M/W/ESB subcontractors through use of this log or equivalent. Additional forms may be copied if needed.

Scope of Work	Name of Subcontractor/ Subconsultant	Certified Firms Yes/No				Date of Email, Fax or Letter	Phone Contact				Able to Make Contact		Submitting Quote		Quote Received	
		MBE	WBE	DBE	ESB		Date of Call	Time of Call	Name of Person Placing Call	Name of Person Receiving Call	Yes	No	Yes	No	Yes	No

Submit to: Patricia Weekley, Business and Workforce Equity, Portland Development Commission, 222 NW 5th Ave. Portland, OR 97209
(503) 823-3057 Fax (503) 823-3368, E-mail: weekleyp@pdc.us

MONTHLY SUBCONTRACTOR/SUBCONSULTANT PAYMENT AND UTILIZATION REPORT (FORM 4)

Project Name _____

Prime Contractor/Prime Consultant _____

Hard Construction/Professional Service Cost\$ _____

Report Dates (Beginning & Ending) _____

List all First Tier Subcontracts/Fees & First Tier Suppliers*	Original Subcontract/ Subconsultant \$Amount	Amended Subcontract/Subconsultant \$Amount	Payments made this month	Retainage this Month	Payments Made to Date	Retainage to Date

IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Authorized Signature of Contractor/Consultant Representative _____

Date _____

Completed form may be faxed to: Ay Saechao (503) 823-1090

For additional information contact:

Patricia Weekley, Business and Workforce Equity, Portland Development Commission, 222 NW 5th Ave., Portland, OR 97209

(503) 823-3057 Fax# 503 823-3368 E-mail: weekley@pdc.us

*See instructions on next page for 2nd tier subcontractors.

INSTRUCTIONS FOR COMPLETING THE SUBCONTRACTORS/SUBCONSULTANT PAYMENT AND UTILIZATION REPORT

1. **PROJECT NAME:** Indicate the project name as shown on the contract documents.
2. **PRIME CONTRACTOR/PRIME CONSULTANT:** Indicate the name of the prime contractor.
3. **PRIME CONTRACT AMOUNT:** Indicate the total dollar amount of the prime contract.
4. **REPORT DATES:** Indicate the beginning and ending dates corresponding to the progress payment period or use calendar month.
Example: 1/1/10 thru 1/31/10. Reports should be sequential and not overlap.
5. **SUBCONTRACTOR/SUBCONSULTANT NAME:** List the names of all first-tier subcontractors and first-tier material suppliers having performed work on this project during the reporting period.
6. **ORIGINAL SUBCONTRACT/FEE AMOUNT:** Indicate the dollar amount for each subcontract at time of award.
7. **AMENDED SUBCONTRACT/FEE AMOUNT:** Indicate the cumulative dollar value of each contract with any changes.
8. **PAYMENTS MADE THIS REPORTING MONTH:** Enter payments made to the subcontractor for the reporting month excluding retainage.
9. **RETAINAGE FOR THIS MONTH:** Enter retainage withheld for reporting month.
10. **PAYMENTS MADE TO DATE:** Cumulative payments made to date including amounts for current report excluding any retainage.
11. **RETAINAGE TO DATE:** Cumulative retainage withheld to date including amounts on current report.
12. **SECOND TIER SUBCONTRACTORS/SUBCONSULTANTS:** Certified 2nd tier subcontractors/subconsultants and 2nd tier suppliers may be considered as part of the good faith effort requirements if 20% goal is not attained. Certified 2nd tier subcontractors/subconsultants and 2nd tier suppliers should be listed on Form 1 and Form 4 (monthly report) with a clear indication of which first tier subcontractors/subconsultants they are working for on this project.

The Monthly Subcontractor/Subconsultant Payment and Utilization Reports are due by the 15th day of the month for work performed for the prior month. Completed form may be faxed to: Ay Saechao (503) 823-1090

For additional Information:

Patricia Weekley (503) 823-3057
Portland Development Commission

Fax (503) 823-3368
E-mail: weekleyp@pdc.us



Workforce Equity Program Specifications

The PDC Board of Commissioners has directed that all Contractors, Developers and Borrowers conducting work on behalf of the Portland Development Commission (PDC) maximize apprenticeship and employment opportunities for women and people of color in the construction trades. The goal of the Workforce Equity Program (Program) is for the Contractor's workforce to reflect the diversity of the workforce found in the City of Portland, and that PDC contracting dollars provide fair and equal opportunities to the jurisdictions' diverse populations. Also, while not required, the Developer/Borrower is encouraged to submit a plan that addresses proposed methods of implementing the Business Equity Program on large construction projects.

This Program applies to PDC-Owned Construction Contracts greater than \$200,000, to the Prime Contractor on PDC-Sponsored projects with Hard Construction Costs of \$1,000,000 or more and to all subcontracts of \$100,000 or more, at any tier level, provided PDC is providing at least \$300,000 towards the project. **Additionally**, this Program applies to the sale of PDC real property to a private party with a purchase price greater than \$300,000 that is expected to involve Hard Construction Costs greater than \$200,000.

Requirements:

- 1) Projects subject to the Program shall:
 - a) Comply with the Workforce Training & Hiring Program to among other things, ensure that a minimum of twenty percent (20%) of labor hours in each apprenticeable trade performed by the contractor and subcontractors are worked by State of Oregon registered apprentices, as such requirements are further described therein; and
 - b) Work toward achieving the Workforce goals as outlined in the table below. The percentage of hours set forth, includes both apprenticeship hours and journey level hours. Using the table, the Contractor shall determine the applicable workforce diversity goal, for the project (i.e. if the project will be completed during Fiscal Year 2011/2012, the workforce diversity goals for the project are 9% Women and 27% 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.
- | Fiscal Year | 08/ 09 | 09/10 | 10/ 11 | 11/12 | 12/ 13 | 13/14 | 14/ 15 | 15/16 | 16/ 17 | 17/18 |
|-----------------|--------|-------|--------|-------|--------|-------|--------|-------|--------|-------|
| Female | 6% | 7% | 8% | 9% | 10% | 11% | 12% | 13% | 14% | 15% |
| People of Color | 25.5% | 26% | 26.5% | 27% | 27.5% | 28% | 28.5% | 29% | 29.5% | 30% |
- c) Make all reasonable and necessary efforts to employ a workforce that reflects the diversity of the City of Portland, including recruitment of a diverse workforce through the unions, the apprenticeship programs and other community resources.
- 2) Contractors subject to the Program are encouraged to employ people with disabilities and veterans.
 - 3) Contractors and subcontractors subject to the Program must be certified by the City of Portland as an Equal Opportunity Employer.

Workforce Training & Hiring Program Contractor Checklist

Contractor Checklist

The following Workforce Training & Hiring Program (WTHP) requirements are a summary of the key contractual obligations of contractors working on PDC owned construction projects or PDC sponsored projects, including the sale of PDC real property. It is the Contractor's responsibility to read and fully understand this section of the bid specifications and to comply with all provisions of the program, regardless of whether they appear on this checklist. The City administers this program for the Portland Development Commission (PDC).

CHECKLIST:

1. Prime Contractor:

- A. Submit Projected Hiring Needs form (Exhibit 2) to Compliance Agency within 15 calendar days after bid opening or prior to contract award, whichever occurs first.
- B. Ensure compliance by all subcontractors with subcontracts of \$100,000 or more, and provide them with a copy of the WTHP specifications.

2. Subcontractors, at all tiers, with contracts of \$100,000 or more:

- Submit Projected Hiring Needs form (Exhibit 2) prior to beginning work on the project or within 5 days of signing subcontracts, whichever occurs first.

3. Prime Contractor and all subcontractors with contracts of \$100,000 or more must:

- A. Before starting work on this project: Submit proof of registration as a Training Agent with the Bureau of Labor & Industry (BOLI), Apprenticeship & Training Division. Not a BOLI registered training agent? Contact BOLI at (971) 673-0760 or the City of Portland at (503) 823-6888 for information on how to become a BOLI registered training agent.
- B. Throughout the duration of the project:
 1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the prime and subcontractors of \$100,000 or more are worked by State-registered apprentices.
 2. Strive in good faith to meet the applicable workforce diversity goals of employing people of color and women (including both journey level and apprentice workers).
 3. Make all reasonable and necessary efforts to employ a workforce that reflects the diversity of the City of Portland, including recruitment of diverse workforce through the unions, apprenticeship programs and other community resources, as described herein.
 4. Maintain written documentation of all requests for workers from the unions, apprenticeship programs, and community organizations.
 5. When an apprentice is hired, notify the City's Contract Compliance Specialist at (503) 823-6888.
 6. Submit the Monthly Employment Record (Exhibit 4) by the 5th of each month to the City's Contract Compliance Specialist. This report can be submitted by either hard-copy by mail or via email, murmer@portlandoregon.gov.

Refer questions or requests for additional information to the City's Contract Compliance Specialist Ay Saechao at (503) 823-1090.

WORKFORCE TRAINING AND HIRING PROGRAM SPECIFICATION

I. PURPOSE

A. General Program Description

The PDC Board has directed that all Contractors, Developers and Borrowers conducting construction work on behalf of PDC maximize apprenticeship and employment opportunities for minorities and women workers in the construction trades. The goal is for the Contractor's workforce to reflect the diversity of the workforce found in the City of Portland, and that their contracting dollars provide fair and equal opportunities to the jurisdictions' diverse populations.

II. PROGRAM APPLICABILITY

The Workforce Training & Hiring Program (WTHP) is administered by the City of Portland, Bureau of Internal Business Services, Procurement Services Division (Compliance Agency). The WTHP applies to **PDC-Owned Construction Contacts greater than \$200,000, PDC-Sponsored Projects with hard construction costs of \$1,000,000 or more with \$300,000 or more in PDC resources and to each subcontractor having a subcontract of \$100,000 or more on the project.** Contractors and/or Developers shall make reasonable efforts to ensure that their workforce reflects the diversity of the City of Portland.

The Contractor shall thoroughly read this WTHP specification and commit to perform all requirements described herein. The Contractor shall submit Exhibit 2, Projected Hiring Needs at least fourteen (14) calendar days prior to starting work on the project. The Exhibit shall provide complete information. The Projected Hiring Needs must demonstrate how the workforce on this project will fulfill all program requirements, including utilization of apprentices and workforce diversity goals.

III. DEFINITIONS

For purposes of the WTHP, the following definitions shall apply:

Compliance Agency – City of Portland, Bureau of Internal Business Services, Procurement Division

Contract – The Contract awarded as a result of these bid specifications

Contractor – The Prime Contractor to whom a Contract is awarded and any subcontractors with subcontracts of \$100,000 or more

Hard Construction Costs – The cost to build improvements on a property, including all related construction labor and materials, including fixed and built-in equipment costs. Costs not directly related to the construction of an improvement, such as entity overhead, administration or taxes, shall not be considered a part of the Hard Construction Costs.

Owner – The government agency that awarded the Contract or leveraged public involvement in the project through a loan or development agreement

Project – Includes all work performed pursuant to the Contract

IV. ACTIONS NECESSARY TO SATISFY PROGRAM REQUIREMENTS

The Contractor and its subcontractors with subcontracts of \$100,000 or more, at any tier level, shall strive to achieve the applicable workforce diversity goal of employing women and people of color (including both journey level and apprentice workers) on the project.

To the extent allowed by law, Contractors and Subcontractors are encouraged to hire apprentices and journey level workers with consideration of gender and ethnicity.

A. Ensure Compliance by Subcontractors

1. The Contractor shall ensure that each subcontractor having a subcontract of \$100,000 or more, at all tiers, shall comply with all of the provisions of the WTHP specifications. Contractors shall include in their bid all costs associated with this requirement. No change order will be executed in order for the contractor to comply with this section.
2. The Contractor shall provide a copy of this WTHP specification to all subcontractors with contracts of \$100,000 or more executed for the project.

B. Register as a Training Agent

The Contractor shall register with the Oregon Bureau of Labor and Industries (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.

1. Only training programs approved by and registered with BOLI may be used to fulfill training requirements under the Workforce Specifications.
2. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flag person, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts which are not apprenticeable occupations are exempt from the training requirements.
3. Exemptions to the training requirements must be approved by the Compliance Agency in writing prior to starting work on the project. Written requests for exemptions related to the training requirements will be considered by the Compliance Agency 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 a project shall be submitted to the Compliance Agency (14) days before any work on the project begins. Requests for exemptions should be directed to the City Contract Compliance Specialist.

C. Submit Documentation

The contractor shall submit documentation regarding the following subjects to the Compliance Agency. The Compliance Agency's failure to object to documentation submitted by the Contractor or subcontractor shall not relieve them of the requirements of this section.

1. Training Agent Status

The Contractor and all required subcontractors must submit proof to the Compliance Agency that they are registered Training Agents with BOLI prior to beginning any work on the project.

Failure to sign up as a Training Agent prior to beginning work may subject the contractor to liquidated damages.

2. Subcontractor Workforce Information

Exhibit 2, 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 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 to liquidated damages.

3. Contractor and Subcontractor Reports After Work Begins.

The Monthly Employment Report (Exhibit 4) must be submitted by the prime Contractor and any subcontractor having a subcontract of \$100,000 or more to the Workforce Equity Program by the 5th day of each month. The Contractor 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 on Exhibit 4.

4. A copy of certified payroll reports may be requested by the Compliance Agency to verify information in the Report. The payroll reports shall be provided within 7 days of the date when the contractor receives the request for the payroll.

D. Use of Apprentices

The Contractor shall:

1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed on the project by the prime contractor, and subcontractors with subcontracts of \$100,000 or more, are worked by state registered apprentices throughout the duration of the project. Contractors and subcontractors shall fulfill the 20% apprenticeship hours requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program.
2. Pay all apprentices the wages required by any applicable collective bargaining contract or pursuant to state or federal law and regulations.
3. Not use workers previously employed at journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of these provisions.
4. Notify the Compliance Agency when an apprentice is hired for this project.
5. Count apprentice hours as follows:
 - (a) Hours worked on the project by apprentices enrolled in state-approved apprenticeship programs. If the Contractor is unable to fulfill its 20% requirement, then the Contractor may also use methods (b) and (c) below;
 - (b) 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, but only if the apprentice is rehired by the same employer after completion of training; and
 - (c) 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.

E. Use Apprenticeship Programs for Referrals

Contractors must follow all of these steps in seeking apprentice referrals:

1. Contact the appropriate apprenticeship program or dispatch center to request apprentices who are enrolled in the apprenticeship program; and
2. 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
3. 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
4. Make reasonable and necessary efforts to recruit apprentice applicants from community organizations/recruitment resources, and seek to enroll them into an apprenticeship program, if the apprenticeship program is unable to supply an apprentice and if the program is open for applications or allows direct entry from community resources.

NOTE: Contractors may contact the Contract Compliance Specialist for assistance regarding the apprentice referral process, or may utilize Exhibit 3, Request for Apprentice form, to document their efforts. A list of community organizations/recruitment resources is also available. Instructions are on the last page of this section of the specifications.

F. Utilize Unions and Community Organizations When Recruiting For Any Positions on this Project

When hiring, requesting, recruiting, or replacing workers for this project, the Contractor shall:

1. Make reasonable and necessary efforts to employ a diverse workforce. Such actions should include requests for minority and female applicants. Contractors are notified that direct hiring of employees (such as "walk-ons") without providing notification of that job opportunity, in accordance with paragraph G.2 below, may not constitute a reasonable effort.
2. Document its employment efforts. Documentation should be sufficient to establish the Contractor's efforts, and should include:
 - a) Requests to union halls for signatory contractors;
 - b) Requests to union or open shop apprenticeship programs;
 - c) Requests to community resources who assist contractors with recruitment and referral of workers.

Documentation will be requested by the Compliance Agency from Contractors that are not meeting the workforce diversity goals if it appears that the Contractor has not made reasonable and necessary efforts to acquire a diverse workforce. When requested, the Contractor shall provide that documentation to the Workforce Equity Program within 7 calendar days.

IV. CONSEQUENCES OF NONCOMPLIANCE WITH WORKFORCE REQUIREMENTS

The Owner's commitment to this program is reflected, in part, by the cost of administering the program. Failure to meet the requirements of this section of the specifications negates such funding and impairs the Owner's efforts to promote workforce 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 section of the specifications, including but not limited to the submission of required documentation, constitutes a material breach of contract.

In the event of a breach of this section of the contract, the Compliance Agency 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 Contractor has remedied the breach of contract. In the event that progress payments are withheld, the contractor shall not be entitled to interest on said payments.

If a subcontractor(s) is responsible for noncompliance with the WTHP requirements, the Compliance Agency may choose to withhold only their portion of the progress payment.

B. Retain sums as damages for failure to comply with Workforce Equity Program Specifications

The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Compliance Agency for the Contractor's failure to comply with the Workforce Specifications. The parties further agree that it is difficult, if not impossible, to determine the cost to the Compliance Agency when workforce opportunities are not provided.

Therefore, if the Contractor fails to comply with the workforce provisions of this contract, the Contractor 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. $(50/8 = 6.25 \times \$250 = \$1,562.5)$.

Damages may also be assessed for failure to fulfill the inclusive hiring process described in Section III, subsections F.

These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by the Contractor's failure to comply with the Workforce Training & Hiring Program provisions of the contract.

C. Notification of Possible Debarment

By executing this contract, the contractor agrees that it has been notified that failure to comply with the requirements of this portion of the contract may lead to the Contractor's disqualification from bidding on and receiving other Compliance Agency contracts for a minimum of two years and a maximum of three years based on the violation.

E. Other Remedies

The remedies that are noted above do not limit any other remedies available to the Compliance Agency in the event that the Contractor fails to meet the requirements of the Workforce Specifications.

V. REVIEW OF RECORDS

In the event that the Compliance Agency reasonably believes that a violation of the requirements of this section has occurred, the Compliance Agency is entitled to review the books and records of the Contractor and any subcontractors employed on the project to whom the requirements of this section are applicable to determine whether such a violation has or has not occurred.

In the event that the Contractor or any subcontractor fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this contract and permit the imposition of any of the remedies noted in Section IV above, including the withholding of all or part of any progress payment.

VI. APPRENTICESHIP RATIO DATA

The BOLI ratios of apprentices to journey level workers on the jobsite shall apply. For information regarding the ratios for the various trades, view the BOLI website link below. The information can be found under the Active Approved Standards tab on for each trade and is usually under section VI, "Ratio of Apprentice to Journey Level Workers." The ratios that apply are those listed in the standards of the apprenticeship committee to which the Training Agent (Contractor) is a member. If the applicable trade is not listed, contact the Bureau of Labor and Industries at (971) 673-0760 or your apprenticeship committee

http://www.oregon.gov/BOLI/ATD/A_AG_Standards_8000-8999.shtml

ATTACHMENTS:

Exhibit 1: Recommended Recruitment & Retention Practices

Exhibit 2: Projected Hiring Needs

Exhibit 3: Request For Apprentice form

Exhibit 4: Sample Monthly Employment/will be sent electronically

Exhibit 5: Ratios

Questions Regarding Apprenticeship:

Bureau of Labor & Industries

Apprenticeship & Training Division

800 N.E. Oregon St. # 32

Portland, OR 97232

(971) 673-0760

Questions Regarding Portland Development Commission

Workforce Equity Program or Workforce Training & Hiring Program:

Ay Saechao

City of Portland/Bureau of Internal Business Service, Procurement Services

1120 S.W. Fifth Ave., Room 750

Portland, OR 97204

(503) 823-1090

Ay.Saechao@portlandoregon.gov

Patricia Weekley

Portland Development Commission

222 NW Fifth Avenue

Portland, OR 97209-3859

(503) 823-3057

Weeklyp@pdc.us

EXHIBIT 1**RECOMMENDED GOOD FAITH RECRUITMENT &
RETENTION PRACTICES****A. Recruitment Efforts**

Good faith recruitment efforts are those intense, aggressive, sincere, and result-oriented actions taken by the Contractor designed to accomplish the objectives of the PDC Workforce Equity Program including the Workforce Training & Hiring Program, and Equal Employment Opportunity Programs. These efforts may assist the Contractor in achieving an "A" level EEO certification and may assist the Contractor in reaching the workforce diversity goals. Good faith recruitment efforts include, but are not limited to:

1. Work aggressively with Contractor's Joint Apprenticeship Training Committee (JATC) to recruit minorities, women and disadvantaged individuals. Provide evidence of these efforts.
2. Assist the JATC by conducting a workshop with minority and women employees to enlist their assistance as recruiters and request their ideas on how to increase employment of underutilized groups.
3. Support the efforts of the Contractor's JATC by giving all apprentices referred to the Contractor a fair chance to perform successfully, allowing for possible lack of previous experience. Recognize that the Contractor is responsible for providing on-the-job training, and that all apprentices should not be expected to have previous experience.
4. Participate in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades.
5. 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.
6. Keep applications of those not selected for an opening. Contact when opening occurs.

B. Retention Efforts

The Contractor shall endeavor to retain minorities, women, and disadvantaged individuals by implementing steps such as the following:

1. Maintain a harassment-free work place.
2. Ensure that employees are knowledgeable about the company's policies if they need to report a harassment problem.
3. Make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards.
4. Review and disseminate, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.
5. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
6. Take steps to reduce feelings of isolation among minorities and women to curb hostile attitudes and behavior (e.g., have several minorities and women at the job site, provide access to support group system).
7. Provide adequate toilet facilities for women on the job site.
8. Match minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a journey-level mentor.

EXHIBIT 2

PROJECTED HIRING NEEDS

This form must be completed by the prime and each subcontractor with a subcontract of \$100,000 or more. Please state how you plan to perform the work on this project, indicating the number of journey workers and apprentices by trade. This workforce plan must demonstrate how your company will fulfill all Workforce Training & Hiring & Workforce Equity Program requirements, including utilization of apprentices. Refer to Exhibit 5 for apprenticeship ratio data. **Complete all columns, with project-specific information.**

BID# _____ CONTRACT AMOUNT \$ _____ PROJECT NAME: _____

COMPANY NAME _____

Federal ID # _____ Prime Contractor Subcontractor

List all Trades to be used on this Project	Total # of Journey Workers	Total # of Apprentices	Total # of Female Workers	Total # of Minority Workers	# and Level of New Positions (i.e. 1A or 1J)	Anticipate d 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. The Compliance Agency 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:

Person in your company who does hiring: _____

COMPANY: _____ CCB# _____ PHONE: _____ FAX: _____

E-mail address for submitting Monthly Employment Reports via e-mail: _____

Are you a registered Training Agent? Yes No Are you a Union Open Shop contractor?

With which JATCs are you registered to train apprentices? _____

Apprentice committee or union contact person who dispatches apprentices to your company:

Name: _____ Phone: _____ Fax: _____

Name: _____ Phone: _____ Fax: _____

PREPARED BY: _____ DATE: _____
(sign and print)

Prime contractor must complete and submit to as designated to Compliance Agency:

Workforce Training & Hiring Program
1120 S.W. Fifth Avenue #750, Portland, OR 97204
Phone (503) 823-6850 or FAX (503) 823-5539

EXHIBIT 3**Request for Apprentice**

The contractor may use this form to document efforts when recruiting apprentices.

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

Fax Number : _____ Number of Pages _____

Request From:

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

Phone _____ Fax _____

Date: _____ Time: _____

Apprentice 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. Therefore, please refer ethnic minorities and women for my consideration. If I am unable to receive a referral from my apprenticeship program within a reasonable time, and my apprenticeship program is open for applications or allows direct entry, I may use this form to request a referral to the apprenticeship program from community recruitment resources.

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

Job Site Location: _____ Expected Length of Employment: _____

Project _____ Compliance Agency (City of Portland) _____

Number of Apprentices: _____ Trade/Occupation: _____

Number of Apprentices: _____ Trade/Occupation: _____

Minimum qualifications (if different from apprenticeship standards): _____

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

Please fax this Request for Apprentice form to your apprenticeship committee.

To document your good faith efforts, copies may also be sent to:

City Workforce Training & Hiring
 1120 SW 5th Ave. Rm 750
 Portland, OR 97204
 Phone: (503) 823-6850
 FAX: (503) 823-5539

(a) *For Apprenticeship Program Only*

Please check the appropriate box and fax to City Workforce Equity Program:

I was able to dispatch an apprentice to the project listed above.

Name of Apprentice _____ Race _____ Gender _____ Term _____

I was unable to dispatch an apprentice to the project listed above because _____

Fax this form with dispatch information to 823-5539. Thank you.

EXHIBIT 4

MONTHLY EMPLOYMENT REPORT

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	FEDID	MONTHENDING	BIDNO	LASTNAME	FIRSTNAME	ZIP	SSN	JOBCLASS	LEVEL	RACE	GENDER	HOURS	PRIME?
2	123456789	8/31/2002	100758	DOE	JANE	97214	9874	1010	A	C	F	32	NO
3	123456789	8/31/2002	100758	DOE	JOHN	97204	7489	1018	J	C	M	154	NO
4													
5													
6													

EXHIBIT 5

Ratios

The following data may be used to determine the ratio of apprentices on a jobsite in proportion to journey-level workers on the jobsite. The ratios that apply are those listed in the standards of the apprenticeship committee to which the Training Agent (Contractor) is a member. If the applicable trade is not listed, contact the Bureau of Labor & Industries, or your apprenticeship committee.

*Ratios may change pursuant to actions taken by the Oregon State Apprenticeship & Training Council. For the purposes of this contract, the ratios approved by BOLI on the date the bid is advertised shall prevail.

Trade	1 st Apprentice	2 nd Apprentice	Max
Asbestos/Insulation Workers	1:1	1:4	
Brick/Marble/Terrazzo/Tile Finisher	1:1	1:3	
Bricklayer/Masonry	1:1	1:5	
Carpenter	1:1	1:1 (1:5 union)	1:1 for 1 st 3; Additional apprentices authorized at 1:5
Carpet Installers/Floorlayers	1:1	1:3	
Cement Masons	1:2	1:3	
Drywall Applicator (Ext/Int. Specialist)	1:3	1:5	
Drywall Finisher (Taper)	1:1	1:3	
Electricians			
Inside	1:1	1:2 (1:3 union)	
Outside	1:6	1:6	
Ltd. Energy/Ltd. Residential	1:1	1:2 (1:1 union)	
Construction Lineman	1:1	1:1	
Ltd. Maintenance	1:1	1:2	
Stationary Engineer	1:1	1:3	
Elevator Contractor	1:1	1:1	1:2 thereafter
Environmental Control (HVAC)	1:1	1:1	
Glazier	1:1	1:3	
Hod Carrier/Mason Tender	1:1	1:3 (1:5 union)	
Ironworker	1:1	1:6	
Laborer (Construction)	1:1	1:3 (1:5 union)	
Maintenance Mechanic	1:1	1:3	
Millwright	1:3 (1:5 union)	1:3 (1:5 union)	
Operating Engineer	1:1 (1:1-4 union)	1:1	
Painter	1:1	1:3	
Pile Driver	1:3	1:5	
Pipe Fitter/Steam Fitter	1:1	1:3	
Plasterer	1:1	1:3	
Plumber	1:1	1:1	1:3 thereafter
Roofer	1:1	1:1	
Sheet Metal Worker	1:1	1:1	1:3 thereafter
Sprinkler Fitter	1:1	1:1	
Structural Fabricator	1:1	1:3	
Terrazzo Worker	1:1	1:3	
Marble Setter	1:1	1:3	
Truck Driver (Heavy)	1:1	1:1	