



TASK 11
Construction Diversity and Inclusion Procurement Plan
Bull Run Filtration Pipeline Project
Date: 05/10/2023

1.0 Introduction and Background

This document is the Bull Run Conveyance Partner’s (BRCP) updated Construction Diversity and Inclusion Procurement Plan. This Plan has been developed to achieve all required compliance goals and updated in coordination with the Project, Program and City Procurement Teams, and with the Project’s identified Opportunity Contractors. This Plan includes the early works GMP#1, and is based on the 90% design documents, and its associated design change notifications including removal of the 66” LFWP, the 90% Opinion of Probably Construction Cost (OPCC) Cost Estimate and comments/edits received through May 1, 2023.

This document includes the following sections:

- 1.0 Introduction and Background
- 2.0 Summary of Plan
 - Work Package Plan Overview
 - Procurement Schedule
 - Compliance Overview (Procurement Requirements Checklist and Compliance Plan)
 - Project Schedule Overview
- 3.0 Summary of Contract Procurement Requirements
- 4.0 Summary of Construction Procurement Plan to Meet Requirements
- 5.0 Outreach Strategy
- 6.0 Conclusion

This Construction Diversity and Inclusion Procurement Plan is prepared in accordance with the requirements of the Contract, Task 11, working with the Program Team and the City of Portland Procurement Bureau to develop a Construction Diversity and Inclusion Procurement Plan that includes the following:

- Provides the competitive selection and qualification process for all construction work Packages, including self-performed work.
- Defines how the plan follows the requirements in the RFP for the Filtration Pipeline CM/GC Services dated March 2021.
- Provides a construction work package breakdown that utilized Opportunity Contractors, with allocations that meet the workforce goals in the Regional Workforce Equity Agreement (RWEA) and the Construction Diversity Inclusion Plan (CDIP), identified in the Contract 30007919 Amendment 3, Exhibits C1 and C2.
- Meets the minimum self-performed work requirement as outlined in the RFP.



- Provides overview responses to each of the Contractor Equity, Diversity, and Inclusion Plan Compliance Checklist items.
- Provides justification for all construction work that will not be Competitively Bid.
- Includes recommendations on separation of the work to facilitate bidding and award to trade contractors considering fast-tracking of construction, minimizing trade authority disputes, reducing, or eliminating 'scope gaps' between trades, and other related issues.
- Provides edits in response to all comments received to date (4/13/2023).

2.0 Summary of Plan

Work Package Plan Overview

The BRCP's Work Package Plan for the Bull Run Pipeline Project is presented in **Attachment A** and in the attached excel spreadsheet. This Plan provides a breakdown of the components to buyout the project for GMP1 Early Works Package, and GMP2 Balance of Project and the following major items:

- Work/Bid Package number and name
- Work / Bid Package description and high-level Scope of Work
- Proposed procurement method for targeted contracting Groups, including:
 - Competitively Bid (Vendors and Subcontractors)
 - Limited Competitive Bid with certified COBID (Equity) contractors and businesses for work packages less than \$1,000,000, along with one identified package (S-10) slightly greater than \$1,000,000, that is approved to be targeted for COBID (Equity Contractors.)
 - Opportunity Contractor / Direct negotiated open book (transparent estimate and bid) proposal.
 - Self-Perform / Direct negotiated open book proposal.
- Estimated value of package (based on 90% OPCC)
- Estimated value of competitive bid work
- Estimated value and percent of limited competitive bids for certified businesses with work packages approximately \$1,000,000.
- Estimated value of opportunity contractor Work
- Estimated value of self-performance work.
- Estimated value and percent of equity contractor work.

Attachment A presents the plan to assure meeting or exceeding 20% Self-Perform work and 25% COBID work, summarized below.

- Competitively bid packages estimate at \$175,420,752 (60%)
- Limited competitive bid packages estimated at \$14,726,533 (5.1%) with
 - \$13,503,424 (15 Packages) < \$1M
 - \$1,223,109 (1 Package, S-10) >\$1M



- Opportunity Contractor estimated at \$18,644,737 (6.4%)
- Self-Perform estimated at \$82,615,047 (28.4%)
- Plans total COBID / Equity Contractor participation estimated at \$76,544,807 (26.3%)

Procurement Schedule

BRCP has prepared a 90% OPCC that will be used for comparison purposes against bids that are received for the 28 work packages. Once bids are received and reviewed, BRCP will make a recommendation of award for the lowest responsive bidder. Those bids will be used as the basis of the GMP2. There will also be an independent, third-party estimate, which will be compared to the 90% OPCC and eventual GMP.

Below is a summary of the BRCP procurement schedule, which includes the following key milestone and target dates for the procurement plan:

- **Design**
 - 90% Design Documents, - December 23, 2022
 - 100% Design Documents, - May 18, 2023
- **Cost Estimating**
 - 90% OPCC, - April 13, 2023
- **GMP1 Development**
 - Proposed GMP1 Submitted April 14, 2023
 - Final GMP1 final for Council May 2, 2023
 - Council Reading June 14, 2023
- **GMP2 Development**
 - Prequalification of Bidders, - March 6, 2023, through May 5, 2023
 - Soliciting of Bids, - May 22 through July 7, 2023
 - Recommendation of Award for Subcontractors, July 29, 2023
 - Submit GMP2 to PWB for negotiations, September 1, 2023.
 - Final GMP2 Prepared for Council October 29, 2023.
 - Council Reading December 13, 2023

The two distinct activities of this process include the Opinion of Probable Construction Cost (OPCC), also referred to as the cost estimate, and the development of the GMP in accordance with the contract. Below is a brief overview of the process for these two efforts and deliverables.

- **90% OPCC Estimate Process:**



The CMGC team has developed a 90% OPCC in the format of the Work Package Plan identified in this Construction Diversity and Inclusion Procurement Plan.

The CMGC team prepared a comparison of the 60% design to the 90% design and quantified changes in scope related to design drawing and specification updates. For added items of work contained in the 90% design not previously estimated in the 60%, the CMGC team prepared an estimate for the new scope of work. This 90% Class I estimate, along with the engineers estimate, will be used to evaluate bids received from the market.

A detailed escalation analysis is included to support anticipated costs for subcontract and material supply scopes which will not have been solicited and bid by prequalified subs and suppliers by the time of the OPCC estimate development. The CMGC team prepared a detailed risk register and contingency analysis to support the pricing of the 90% OPCC.

- **GMP Development Process:**

Concurrent with the development of the 90% OPCC estimate, the CMGC team is preparing bid packages for each of the competitively bid and negotiate COBID pricing bid packages. The bid documents prepared by the CMGC will include 100% design drawings, specifications, and geotechnical reports. The CMGC will prepare a bid form for each bid package with bid items consistent with the work breakdowns structure (WBS) to those presented in the 90% OPCC for the purpose of comparing the CM/GC and Engineer's estimated costs to those of actual market pricing.

The CMGC will prepare instructions to bidders for costs that are to be included/excluded from bid pricing based on the division of work determined by the bid packages across the project. Likewise, the CM/GC will provide general guidance for items that each potential subcontractor shall be responsible to assess and price, such as commodity escalation limits. All pricing will be detailed via bid items and WBS in the bid form. The WBS will be the same as what is in the CM/GC estimate, which will allow for ease of comparison not only with the CM/GC, but other bids.

For specific items such as escalation, the bidder will be given explicit instruction as to what escalation is to be included with specific direction for how it may be adjusted at a later point in time. To validate these costs, the bidder will be required to provide a list and dollar value of those items escalated with its bid. At any point in the future where the Agreement details, a bidder will be required to show specific costs if they claim escalation above that allowed by bid with supported invoices and justification.

Prior to subcontractor solicitation, the CMGC team will prepare bid package advertisements, requests for qualification of interested bidders, and evaluation of interested potential bidders.

Bidding will incorporate a sealed bid process administered by the CMGC. Bids will be opened in the presence of the Owner, Contract Compliance Specialist (CCS), and the Engineer immediately following the bid due date/time for each bid package. Upon receipt of bids based on the 100% design documents and bid packages, the CMGC team will evaluate all bids for responsiveness and compare all bids received. For bids that the CM/GC is competitively bidding on, bids will also be



submitted through Building Connected and will also be submitted directly to PWB by email, which will be defined in the RFP documents. All bids will remain in a "Sealed Bid" position and opened by PWB. This will provide assurance that no bid has been reviewed prior to the stipulated bid time.

There will be a question-and-answer time frame allocated for the CM/GC to clarify any discrepancies or omissions in the bid proposals received, as well as to address any questions generated by the Engineer and Owner team through their respective reviews. Following the Q&A period, the CMGC will prepare a quote comparison matrix and recommendation of award for each bid package.

The final recommended subcontractors and suppliers bid pricing will be used for development of the Direct Cost of Work in the CM/GC's GMP proposal.

Additional requirements of the Construction Diversity and Inclusion Procurement Plan and details of meeting those requirements are included in the following sections of this document.

Compliance Overview

The BRCP's proposed Construction Diversity and Inclusion Procurement Plan compliances with all referenced contract documents as defined in Sections 3 and 4 below, including the following items summarized below from the compliance checklist:

- **Documentation, Reporting and Program Evaluation**

BRCP will document, evaluate, and report actions related to Subcontracts, including providing and updating our Bid Package Plan, noted above, with our breakdown of certified firms, and non-certified firm's participation, overall, and individually as a percent to the estimated hard construction cost. This will include the following updates and reporting:

- Bid and other actions and processes
- Forms and utilization plans, including Certified Firm Bids Received Log (Form 2) Listing their Subcontractors at every tier level and disaggregated participation percentages to which they are committing.
- Regular meetings with City of Portland Procurement Department to stay in close alignment with program parameters.
- Internal diversity audit (including review of meeting compliance requirements, i.e., payment and percentage of equity contractor work) by members of the equity team yearly.

- **Criteria for Identifying and Packaging Certified Firm Opportunities**

BRCP will work closely with the City's CCS throughout the procurement process and continue through the project to ensure we identify certified firms for specific Work Packages and opportunities. Faye Burch of FM Burch as part of the BCRP team, will assist in this effort as the BRCP's Outreach Manager. Faye has experience collaborating with Certified firms in the Portland



area and working with the City of Portland Procurement Department. Specific focus will include the following:

- BRCP will work the Opportunity Contractors with scopes of work that support their current expertise and allow them to build and expand their capacity and expertise.
- BRCP will also encourage our Opportunity Contractors to use the certified and self-identified firms as next tier subs.
- BRCP will be inviting and matching certified firms with packages that we have identified for certified firms in areas of work to be performed.
- BRCP will collaborate with firms that are self-identifying their experience to understand the scope and focus on Work Packages that meet their capability.
- Identify scopes of works for firms that will be mentored in areas to increase the capacity of firms certified in specific areas especially those that perform a similar function and or previously performed well.
- BRCP will assist with barriers for local Equity certified suppliers to be successful.

Faye Burch, the BRCP Outreach Manager has prepared an initial list of potential Certified Firms to match our current work Package plan, which is included in **Attachment A**.

- **Identified Bidding Opportunities**

We have created a Work Package Plan based on the identified pool and availability of contractors to perform the work. This includes identifying all divisions of work that will be subcontracted for the Project and submit this information to the CCS in this Construction Diversity and Inclusion Procurement Plan, including the estimated dollars and percent of estimated hard construction cost for the project.

This is presented in the attached **Attachment A** Work Package Plan. **Attachment A** provides additional information for the potential certified bidders for each of the specific work Packages.

- **Solicitation Methods**

- Email and direct phone call notification
- Outreach meetings and solicitation to Trade Groups
- Newspaper advertisement to Trade Publications that includes Minority and Women's publications.

- **Advertising Access to Plans and Specifications**

- Plans and Specifications will be available to all potential bidders electronically on our bidding software, Building Connected after signing a confidentiality clause / non-disclosure agreement (NDA). The BRCP team will create and issue out electronic bid invitations through the online Autodesk software, Building Connected. Bid documents will include an electronic bid form, complete 100% design documents (specs, drawings, geotechnical reports),



standard contract documents for the CMGC (Subcontracts and/or Purchase Agreements), redacted Prime Contract including General Conditions and Supplemental Conditions specs, draft construction schedule, and any pertinent RFIs or supporting documents issued out during bid solicitation. Building Connect provides a platform for bidders to access all contract documents for review, allows for requests for information questions to be submitted and for sealed bids to be submitted.

- Documents will also be available through the “Plan Center” that is universally used and accessible by bidders and coordination with the following Equity Contracting Partners:
 - o Oregon Association of Minority Entrepreneurs (OAME)
 - o National Association of Minority Contractors Oregon (NAMCO)
 - o Professional Business Development Group (PBDG)
 - o Latino Built
 - o Associated General Contractors (AGC)
 - o Northwest Utility Contractors Association (NWUCA)
 - o DJC – Oregon / Washington

- **Subcontractor Requirements**

At a minimum, the following will be required for all subcontractors:

- Certified Firm Bids Received Form 2 will be used.
- Training Agent Status if work is over 300 hours.
- Insurance and OCIP Participation
- Safety Program or adoption of Project Safety Plan
- Health Insurance plan for Employees
- All Program requirements to meet High Road RWEA valuation.

- **Pre-Bid and Pre-Proposal Meetings**

All Pre-Bid and Proposal Meetings will be in coordination with PWB and the Procurement Department, CCS for all competitive solicitation Packages. These will include:

- Notification and scheduling of meetings with agreed upon agenda, and list of participants.
- Providing clarity and understanding of the Project and its solicitation requirements
- Providing an opportunity to view the jobsite.
- Advising bidders/proposers of the expectations, importance of and commitment to providing the maximum opportunities for Equity Contractors’ participation.
- Aid bidders/proposers in conducting effective solicitations to provide the maximum opportunities for Equity Contractors’ participation.

- **Outreach Components and Utilization Strategies**



- The CM/GC will comply with the outreach requirements detailed in Section VI of the Construction Diversity and Inclusion Policy (CDIP) including:
 - o Exercise best efforts and work in good faith to achieve the participation goals as set forth in the Construction Diversity and Inclusion Policy, with particular emphasis on subcontracting opportunities for historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income communities.
- During the pre-construction services phase, we will develop and implement an Outreach Plan for obtaining participation of Equity Contractors. This work will include, but not be limited to, joint education/outreach events, hosted jointly with PWB, City Contract Compliance Specialist (CCS), and BRCP, and targeted at community-based organizations such as:
 - o Professional Business Development Group (PBDG)
 - o LatinoBuilt
 - o Oregon Association of Minority Entrepreneurs (OAME)
 - o BestHq
 - o National Association of Minority Contractors (NAMC)
 - o Associated General Contractors (AGC)
- Additionally, outreach will be provided to the following organizations.
 - o Pre-Apprenticeship – POIC
 - o Constructing Hope
 - o NAYA
 - o WorkSource
 - o Oregon Tradeswomen
 - o Portland Youthbuilders
 - o Community – Urban League
 - o National Association of Black Veterans Oregon Chapter
 - o NAACP
 - o NAWIC Portland
 - o Asian Pacific American Chamber
 - o Hispanic Chamber
 - o Native American Chamber
 - o PACCO Labor/Workforce – Northwest College of Construction
 - o NUCA
 - o MAWE
 - o Apano
- We will identify subcontracting opportunities for Equity Contractors which could allow them to successfully bid and build capacity to bid for larger contracts on future Owner projects.

- **Bid Openings**



All bids will be sealed electronically through the bid due date and time and will be submitted through Building Connected and will remain in a “Sealed Position.”

- For all work packages that BRCP or its affiliated firms are not competitively bidding on, the bids will be unsealed only by the bid administrator (Brett Henderson) virtually with the Owner, CCS, and Engineer.
- Work packages that BRCP are submitting a competitive bid, bids will be submitted both in Building Connected, and to PWB by email, and will remain in a "Sealed Bid" position and opened by PWB. This will provide assurance that no bid has been reviewed prior to the stipulated bid time.
- Work packages that BRCP are submitting a negotiated self-perform proposal, they will be submitted directly to PWB for PWB opening and management of the proposal.

Bids will remain confidential and not opened publicly or disclosed to the bidders until the evaluation is complete. This is to allow the CM/GC and PWB an opportunity to review bids for completeness and accuracy, request any clarifications, and adjust as appropriate.

Upon opening of bids, the BRCP team will complete a thorough review and comparison of all bids received for confirmation of completeness for scope of work and conformance to the bid instructions. Should any bid discrepancies or questions arise during the bid review process, the CM/GC team will prepare a written questionnaire for the corresponding bidder for clarifications to their bid proposal. Once the CM/GC team has compiled all bid responses and clarifications as needed, a final comparison of bid results and recommendation of award will be prepared by the CM/GC and presented to the Owner.

For competitive work packages that BRCP have submitted a bid, the PWB team will provide a detailed review of the bid, along with CM/GCs review of the bid as summarized in the previous paragraph.

The Owner, CCS and Engineer will be added to the Building Connected software upon request, to allow for the complete team to see all communication including questions and answers, Addenda, and other documents, in real time, as the bidder and the CM/GC would see them. The CM/GC will also provide a bidder’s log summarizing all firms who received and bid on the work packages along with pertinent information from their bid, the method of solicitation, who was selected, and when the work package is recommended for award. The CM/GC will also provide constructive feedback as requested on those who were unsuccessful.

- **Technical and Business Assistance**

The CM/GC will collaborate with certified firms to assist them with the process of submitting a bid and the associated requirements including the following:

- Assistance to meet all requirements of High Road Contractor
- Prebid assistance



- Walking through Bid Package to prepare bid.
- Identify resources for workforce.
- Completion of subcontracting forms
- Facilitate discussions with Foreman and or Project Manager
- Identifying sub-subcontractors

- **Accelerated Payment**

Prompt Payment will be implemented, including having the CM/GC and other project participants paid in accordance with the amendment to the preconstruction contractor, Terms and Conditions, Section 21, which currently states *“The Contractor shall be paid within 15 days of receipt of invoice and the Contractor shall pay all subcontractors and suppliers providing services or goods for this Contract within 10 days of receipt of payment from the Owner. If the Contractor fails to make payments to its subcontractors or suppliers, the City is entitled to take any actions permitted by law...”* This will be updated based on the final contract language.

- **Post Bid, Pre-Award, and Post Contract Award Monitoring**

The proposed subcontractor and supplier proposals selected for inclusion in the CM/GC’s GMP will be notified of their successful bid. The selected bidders will be provided a “Notice of Intent to Award.”

To provide price assurance for the GMP proposal, the CMGC will require competitive bid proposals to include a bid validity of not less than 120 days from the bid due date. Once completed and submitted, a bid validity will be required for 180 days from receipt of the reconciled bid, which is to the expected issuance of subcontract or material agreement documents to the successful bidder following execution of a prime contract between the CM/GC and PWB. Once the CM/GC has a fully executed Prime Contract, the CM/GC will provide a “Notice of Award” to the selected bidder and will move forward with subcontract and/or material agreement execution and "Notice to Proceed.”

The CM/GC will require bid bonds on critical, non-Equity contractor competitive bid package proposals assuring that that bidder will faithfully enter into a subcontract agreement with the CMGC if awarded. Bid bonds will only be required on the critical project packages, to not limit participation by any Equity contractors. Any bidder not selected for the award will have their bid bond returned within 15 days from the date of bid package Notice of Intent to Award. Likewise, once the successful bidder has entered into a subcontract agreement with the CMGC, their bid bond will be returned. If any successful bidder fails to faithfully enter into a subcontract agreement with the CM/GC after notice of award, then the CM/GC will have right to retain the bid bond and purpose those funds for any damages or additional costs incurred by the CM/GC to replace the bidder with an alternate subcontractor for performance of their work. Bid bonds will be in the amount of 5% of the bid proposal total amount.



To not limit participation in the project, the BRCP will limit Payment and Performance Bonds requirements to critical packages and not required on Equity contractor focused packages, or if required, BRCP will assist equity contractors in their bonding.

The goal of the post contract award monitoring is also to assure that the goals set and identified for individual Equity Contractors are met and properly recorded and reported. BRCP will work with the CCS to track and report monthly on Equity Contractor participation for each work package and the overall project.

LCP Tracker will be utilized for submitting certified payroll to track all workforce diversity. All anti-harassment/respectful workplace training will also be tracked. All workforce diversity goals, and apprenticeship will be tracked and confirmed for maintaining compliance. All contractor payment and utilization will be tracked in the Contract Compliance Reporting System (CCRS) and will be coordinated with the CCS to assure compliance.

- **Replacement Policy and Procedure of Subcontracted Firms**

If a project participant is required to be replaced due to lack of performance or other justified cause, BCRP will work with the CCS to document and summarize the steps and actions followed and performed in attempt to reconcile the reasons driving replacement, prior to the decision and how the CM/GC will replace the subcontractor.

- **Regional Workforce Equity Agreement (RWEA)**

The below will be reviewed and coordinated to assure compliance with the City's Contract Compliance Specialist (CCS) (see **Attachment B - RWEA**)

- Apprenticeship Utilization Goal (contracts \$100K or more)
 - At least 20% apprentice hours in each trade if working 300 or more covered hours.
- Workforce Diversity Goals
 - BIPOC: 21% of hours in 2022, rising to 25% by 2026.
 - Women: 8% of hours in 2022, rising to 14% by 2026
 - Does not change on the project once set up regardless of length of project.
- Hiring Procedures Outlined in the RWEA
 - Requesting Journeyman and Apprentices
 - Recruitment and Retention Strategies
 - Craft Request Form
- High Road Contractor
 - Every sub must complete and submit answers to:
 - Health care coverage,
 - Estimated apprenticeship needs,



- Training agent status,
 - Identify if received any recent BOLI violations,
 - Signed letter of assent
 - Anti-Harassment/Respectful Workplaces Training
 - Require participation in a program.
 - Tracking Workforce Diversity
 - Certified Payroll timely submitted to LCP Tracker
- **Construction Diversity and Inclusion Policy (CDIP)**
(See Attachment C - CDIP)
 - Overall Equity Participation Goals – 25%
 - 16% minimum aspirational goal for Equity Contractors certified or Self-Identified minority contractors.
 - 8% minimum aspirational goal for Equity Contractors certified or Self-Identified as women owned business.
 - 1% to any other certified firm designations
 - The committee will review reports monthly.
 - Prime will attend each month.
 - Subs can be asked to answer questions as needed.
 - All contractors must follow these programs for subcontracting.
 - Comply with the Equity participation goals outlined above.
 - Solicitation for Work Packages are outlined in the CDIP.
 - All certified firms must perform a minimum of 30% of their own scope of work.
 - Self-Identified Minority and Woman identified firms can bid up to \$150k.
 - These firms must be local and submit an attestation form.

- **Water Infrastructure Finance and Innovation Act (WIFIA) Agreement**

The Water Infrastructure Finance and Innovation Act (WIFIA) Agreement requirements included in the 90% Documents, Supplementary Conditions Specification 00 73 00, Paragraph 1.05J J will be included as a requirement in all Work Packages. This will be included in the subcontractor Request for Proposal (RFP) package and the subcontractor agreements. These requirements are based on the 90% documents and include but are not limited to the following:

- The Contractor is required to comply with all applicable WIFIA statutes and regulations, and any additional terms and conditions imposed by EPA in connection with WIFIA funding for the Project.



- EPA provided compliance language “WIFIA Specification Package and Bid Contract Language” will be included as an Attachment and will be part of the Contract Documents.
- The Contractor shall comply with the state prevailing wage rates referenced in the General Conditions, and the federal prevailing wage rates under the Davis Bacon Act
- Equity Goals will be identified in the contract documents.
- This Project is subject to the AIS provisions of the Consolidated Appropriations Act of 2014 and all products listed in the EPA American Iron and Steel Guidance Document dated March 20, 2014, must be produced in the United States, or a Waiver must be granted.

WIFIA requirements that are added in the 100% Contract Documents will be incorporated into the 100% bid reconciliation and contracting processes.

To ensure there is no impact on funding the project, all WIFIA requirements will be considered a minimum. If there is competing requirements between any of the other requirements, the higher or more stringent requirement will be required.

Project Schedule Overview

The below schedule for the design, procurement and construction is based on a single GMP.

- Design:
 - 90% design – December 23, 2022
 - 100% design – May 18, 2023
- Procurement: March 2023 – March 2024
- Construction: March 2024 – December 2028
 - Milestones for Facilities Start-up
 - Raw Water, March 2027
 - Finish Water, July 2027

3.0 Summary of Contract Procurement Requirements

The procedures and processes to be implemented in the Construction Diversity and Inclusion Procurement Plan are based on the following documents including:

- Contract, RFP, and Proposal
- OAR 137-049-0690
- Water Infrastructure Finance and Innovation Act (WIFIA) Agreement
- Regional Workforce Equity Agreement (RWEA)
- Construction Diversity and Inclusion Policy (CDIP)

It has been determined with the City Procurement Team, that if there are competing or conflicting requirements between any of these documents, the higher or more stringent requirement will be



required to be met. The BRPC's Construction Diversity and Inclusion Procurement Plan follows this requirement.

All the above requirements are included and being met in the BRCP Construction Diversity and Inclusion Procurement Plan as described below in Section 4.

4.0 Summary of Construction Diversity and Inclusion Procurement Plan to Meet Requirements

This section of the Construction Diversity and Inclusion Procurement Plan provides an overview of the plan to meet the requirements. The section is divided into the four types of procurement methods of contractor categories, to be used on this project, with the contract required participation, including:

- Achieve 20% Self-Perform
- Achieve 25% COBID Participation
- Opportunity Contractors Participation
- Equity Contractor Limited Competitive Bid
- Competitively Bid Packages
- BRCP Pursuit of Competitive Bid Packages
- Prequalification Process
- Request for Proposal
- Escalation

4.1 Achieving 20% Self- Perform Participation

Following the contract requirements and in accordance with Oregon Administrative Code, BRCP will self-perform the following to achieve the required 20% of the hard construction cost:

- Procurement Packages P-1 – P-5
 - BRCP will purchase the five P-Packages in GMP1. These material long lead packages include the following:
 - P-01 - Large Diameter Steel Pipe and Fittings
 - P-02 - Large Diameter Valves
 - P-03 - Small Diameter Water Pipe
 - P-04 - Electrical Equipment
 - P-05 - Tunnel Mining Equipment (Digger Shield - Road Header)
 - This work is estimated to be \$41,000,000, based on 90% design documents which is 14.1% of the overall project.
 - A 5% Equity Contractor participation goal has been included for the large diameter pipe package to be achieved with trucking and manufacturing of special fittings by equity contractors.
- General Conditions



- BRCP will perform the General Conditions on the project, which is estimated at \$41,615,047, 14.3% of the overall project, based on the 90% OPCC.

The 5 Procurement Packages, and General Conditions total and estimated \$82,615,047 or 28.4% of the 90% estimated project's total hard construction cost.

In compliance with the requirements of OAR 137-049-0690, BRCP will submit a detailed open book cost proposal for these two Work Packages to meet the contract and RFP requirement. The BRCP will work with PWB and City Procurement Team to provide an independent cost estimate for comparison to the self-perform work package proposal. This independent comparative estimate is currently understood to be supplied by Jacobs, the project engineer for the Pipeline Project, and will be coordinated through the PWB Management Team.

For the self-perform work, once agreement has been made on the work package pricing, BRCP recommends converting the proposal into a Lump Sum Agreement with a negotiated Schedule of Values. Payment from a lump sum schedule of values, rather than cost plus invoicing, will lower the project cost by saving significant administrative costs for both the CM/GC and PWB. Additional project staff would be required to be part of the were included in the CM/GCs General Conditions for the duration of the self-perform work, to manage the cost-plus invoicing that could be eliminated if allowed to go to a lump sum schedule of value contract after negotiations. This would be a savings of close to \$2M on GCs. It is understood PWB would have a similar need for staffing and would see similar savings, to make the overall savings estimated at over \$4M.

Benefits of a Lump Sum versus Cost Plus Invoicing

The CM/GC has identified multiple benefits for converting the Cost-Plus construction performance to lump sum performance. These include but are not limited to:

- All costs will have been provided to PWB in an open book estimate format, identical to that of the OPCC. Reviewed by PWB and compared to the independent estimate and negotiated prior to conversion to lump sum.
- Significant reduction in BRCP administrative costs.
 - This is achieved by eliminating staff positions and the supporting costs of those positions, necessary to perform the significant effort to track labor, equipment, materials, and other related costs of construction.
 - BCRP recognizes this as a reduction of a currently identified four full time positions.
- Significant reduction in PWB administrative staffing and cost to account for all supported invoiced costs.
- Reduction in project completion audit costs and efforts required by and performed by CM/GC and PWB.
- Transfer of risk of performance to the Lump Sum contract and BCRP.

4.2 Achieving 25% Equity Participation



The Construction Diversity and Inclusion Policy (CDIP) will be complied with, by BRCP and our subcontractors including, but not limited to:

- Pursuit of aspirational baseline participation goals for historically underrepresented and underutilized businesses of 25% of the Hard Construction Cost. This goal is disaggregated as:
 - 16% minimum aspirational goal for Equity Contractors certified or that self-identify as minority-owned businesses; and
 - 8% minimum aspirational goal for Equity Contractors certified or that self-identify as women-owned businesses.
 - 1% to any other certified firm designations
- Equity Contractor Outreach

The subcontractor's bid amount, which is ultimately the total contract amount between BRCP and the subcontractor, is used to calculate the participation goal for each work package as stated in the contract and as identified in the RFP.

In accordance with the current CDIP, the BRCP have identified \$76,544,807 of scope to be available for COBID Equity Subcontracting, providing potentially 26.3% participation on the project. \$18,644,737 of this participation is planned to be done by the Opportunity Contractors identified in the BRCP Proposal and summarized below. The remaining Equity Contractor requirements will be met by including Equity Participation requirements in the RFPs of the competitively bid work packages, and with the Equity focused limited competitively bid packages as described below. The summary of these Packages is included in **Attachment A**.

4.3 Opportunity Contractors Participation

In compliance with the contract requirements, the BRCP have identified \$18,644,7437 of scope for Opportunity Contractors which all are COBID contractors and will be part of the Equity Participation requirement.

The Opportunity Contracts identified in the Proposal, who have also been utilized through the pre-construction phase, which are intended to be used in the Project as shown in **Attachment A**, include the following:

- Gonzales Boring and Tunnelling
- Northwest Infrastructure
- Taurus Power and Controls, Inc.
- Valley Growers

Each of the Opportunity Contractors are D/M/W/ESB/SDVBE firms that BRCP have partnered with as part of the Proposal and are participating in the Preconstruction Services Phase of the Project. BRCP has teaming agreements with each of the Opportunity Contractors and will update them by moving into construction. These agreements will include continuing to work with the opportunity contractor to assure their success on the project and to help grow their experience as a General Contractor.



The BRCP will have the Opportunity Contractors submit an open book proposal similar in detail to the 90% OPCC provided by the CM/GC and identical in nature to the BCRP proposals for work to be converted to lump sum, for each of the work packages to meet the contract requirements. BRCP will work closely with Opportunity Contractors to ensure providing a competitive and transparent price, meeting all contract and bidding requirements.

The BRCP will ensure the bid submission provided by the Opportunity Contractor is compliant with all procurement requirements. BRCP will work with the PWB and City Procurement Team to provide an independent cost estimate for the Opportunity Contractor participation work, which it is currently understood to be supplied by Jacobs Engineering, the Project Design Engineer, and the third-party estimator for the Pipeline Project. All will be coordinated through the PWB Management Team.

PWB will review the cost proposals for the Opportunity Contractors in the same manner as the CM/GC self-perform estimate, comparing against the independent cost estimate and provide feedback and rationale on whether the Opportunity Contractor pricing is in line with industry and current market conditions, and deemed acceptable.

It is recommended, like the self-performance work, once agreement has been made on the work package pricing, BRCP proposes to execute the work as a lump sum agreement with a negotiated schedule of values. As noted previously, payment from a lump sum schedule of values, rather than cost plus invoicing, will lower the project cost by saving significant administrative costs for both the subcontractor, CM/GC, and PWB. It is believed that like the self-perform savings, the savings of reducing project clerk staff to manage these packages as cost plus reimbursable contracts, the savings would be similar, proportionally for the size of the projects, and PWB would see a savings of approximately \$1,000,000, including the subcontractors, CM/GC and PWB's extra costs.

It is our intention and desire to have the named Opportunity Contractors continue from preconstruction into construction; however, BRCP and our Opportunity Contractors understand this work is not guaranteed. In the unlikely event that BRCP, a named Opportunity Contractor, and PWB are unable to reach agreement on the open book pricing, then the work in question will be Competitively Bid (on the open market) and awarded based on best value, as described below in section 4.5.

Through the course of Preconstruction, one of the identified Opportunity Contractors, all about Flagging, had a loss and change in their management and they have identified that they are no longer available to participate in the Project as an Opportunity Contractor. BRCP will continue to collaborate with them to identify any potential participation in the Project, but the work package, S-15 for traffic control has been moved to be bid as an Equity Contractor limited competitive bid work package and broken into multiple year packages each less than \$1M, as described in the following section.

4.4 Equity Contractor Limited Competitive Bid

Fifteen bid packages not identified as Opportunity Contractor and with an estimated value of less than \$1 million will be competed amongst qualified Equity Contractors. These packages along with a list of



qualified Equity Contractors for each, are identified on **Attachment A**. With each being under the \$1 million limit, they are recommended to be advertised to Equity Contractors only. There were originally five packages that were identified over \$1M each, which have been broken into multiple packages each under \$1 million. This includes S-15, S-19, S-20, S-21, and S-22). These five packages, which include traffic control, site services sweeping, dust control and survey, create a total of 14 packages under \$1 million.

In addition to the packages under \$1 million, the BRCP has identified one package (S-10, Pleasant Homes Waterline Relocation, estimated at \$1.2M that was recommended and approved by the Procurement Department and PWB to also be competitively bid to the qualified Equity Contractors. , This package includes relocation of a small diameter pipeline, which is best done by a single contractor and are is required done early in the project schedule.

Below is a summary of the packages to be advertised to a focused group of Equity Contractors only.

Package #	Package Description	Estimated Package Value	Market Research/Potential Equity Contractors	Recommendation for Equity Contractor Limited Competitive Bid
S-10	Pleasant Home Waterline Relocations	\$1,250,000	Canyon Contracting LLC Catworks I-Ten McDonald Excavation Braun Interlaken Jesse Rodriguez NW Construction - General Contracting The Confederated Tribes of Warm Springs	Small diameter pipe ideal for Equity contractors. This is a single package of work which cannot be divided into separate packages. This work package needs to be done as one continuous pipe replacement and needs to have a single contractor to be responsible for completing the pipe installation, including testing, and tying in service connections. The size of the package is estimated at approximately \$1M, and competitive bids may come in closer to the \$1M or potentially below. We have reached out to potential bidders and have identified multiple Equity Contractors that are interested to assure good competition and bid



				pricing and meeting participation goals.
S-15	Traffic Control	\$4,000,000 (Multiple < \$1M Packages)	A+ Flagging, Advanced Government Services, C & C Flagging, C.O.A.T., Certified Personnel Service Agency, D&H Flagging, IMN All about Flagging (future)	Will break into multiple annual projects < \$1M 2024 – 2025, 2026, 2027, 2028. With the loss of All about Flagging as an Opportunity Contractor, we have reached out to and identified several equity contractor firms who are interested in bidding this work, keeping the services with certified equity contractors.
S-19	Site Services – Sweeping	\$1,350,000 (Multiple < \$1M Packages)	Champion Sweeping Green Sweep Oregon Asphalt	Will break into two packages, each under \$1M. Right size package focused for Equity Contractors. Numerous Equity Contractor bidders identified interested to assure good competition and bid pricing and meeting participation goals
S-20	Site Services – Dust Control	\$4,000,000 (Multiple < \$1M Packages)	Raimore Baileys Valley Growers	Will break into multiple annual projects < \$1M 2024 – 2025, 2026, 2027, 2028. Right size package focused for Equity Contractors. A number of Equity Contractor bidders identified interested to assure good competition and bid pricing and meeting participation goals
S-21	Site Services – Waste Management	\$1,500,000 (Multiple < \$1M Packages)	Bestrade Enterprises Junk-It Bratton Construction, LLC, Zeeland Company, LLC (Zeeland Janitorial Company), 2C Building Services, LLC	Will break into two packages, each under \$1M. Right size package focused on Equity Contractors. Several potential Equity Contractor bidders identified interested to assure good competition and bid pricing and meeting participation goals



S-22	Site Services – Construction Surveying	\$1,735,000 (Multiple < \$1M Packages)	PTS Surveying Ironmark LLC Kurahashi and Associates Company O’Bunco Engineering Int’l, Recorp LLC	Will break into two packages, each under \$1M. Right size package focused for Equity Contractors. Several potential Equity Contractor bidders identified interested to assure good competition and bid pricing and meeting participation goals
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BRCP will advertise to the focused Equity Contractors for each work package under \$1M, and any others work packages identified that are determined to be allowed to be advertised to the focused Equity Contractor Group.

For those packages, BRCP proposes to use the Limited Competitively Bid approach for Equity Contractors and follow the below process:

- Step 1 – Public notice to Equity Contractors and associated Community.
- Step 2 – Prequalification.
- Step 3 – Secure a commitment to bid from a minimum of 3 prequalified Equity Contractors. If fewer than 3 bidders are identified, proof of contact to 3 firms with a written “decline to bid” notification will be provided.
- Step 4 – Solicit bids from a minimum of 3 (as applicable) prequalified Equity Contractors.
- Step 5 – Have the bids reviewed by PWB’s independent cost estimator. If PWB’s independent cost estimator does not agree that the pricing is competitive, then BRCP will rebid this work using the Best Value/Competitively Bid on the open market. In addition to ensuring competitive pricing, the bids will be reviewed for compliance with other contractual requirements listed below:
 - Complies with Regional Workforce Equity Agreement,
 - Complies with Construction Diversity and Inclusion Policy,
 - Complies with WIFIA (Federal Contract Requirements),
 - Complies with City of Portland Clean Air equipment requirements, and
 - Complies with City Procurement Requirements.

The Best Value selection will be based on the evaluation process as noted in 4.5 of this document. Overall, if acceptable, the overall Limited Competitive Bid Packages will total approximately \$14,726,533 (5.1%) based on the 90% cost estimate.

This procurement is compliant with requirements of OAR 137-049-0690 (5) (k) (B) sections (i) through (v) and is recommended based on the following:

- Increasing the dollar limits creates more efficient/less expensive work packages.



- Increasing the dollar limit reflects the size and complexity of the one-billion-dollar (plus) Bull Run Treatment Program.
- Given the complexity and number of contractual requirements, there may be communication gaps and/or barriers between BRCP and potential bidders which may lead to BRCP and PWB losing out on a bidder with more to offer. The selected bidder may have other demands that can later impact on the project schedule or price.
- An open competitive bidding process may represent unfair competitive and economic disadvantage to BRCP and the PWB because of the unique nature of the project (i.e., large diameter pipeline project that is time-sensitive).
- BRCP is better able to target subcontractors to make sure they have adequate experience in both meeting schedules and executing jobs on time and budget. Open competitive bidding may exclude potential bidders from the project because they are not proficient in the work.
- Open competitive bidding may cause significant inconvenience or substantial duplication of costs for BRCP and the PWB through an extensive evaluation of bids and bidders' ability to meet RWEA and DCIP, and WIFIA requirements.
- Limited competition amongst Equity Contractors will assist BRCP and PWB in meeting other specified contract requirements including the RWEA and CDIP.
- Each procurement will be a competitive bid by the Equity Contractors.
- Bids will be evaluated by BRCP and the City of Portland for competitiveness and ability to meet contractual requirements, including aspirational contracting requirements and women and minority requirements.
- Equity Contractors in all proposed scopes have experience and capabilities to perform the scopes proposed.
- BRCP agrees to respond to any questions and or concerns the city may have about its justification for limited equity contractor procurement.

4.5 Competitively (Best Value) Bid Packages

The remaining bid packages will be competitively bid. Based on the 90% OPCC, these total \$175,420,752, 60.2% of the project. These include Equity Contractor participation requirements as part of that work along with potential stand-alone Equity Contractor work package options. Twelve of the 23 work Packages are identified for competitive bidding. Three of the packages (S-12, S-17, and S-18) with work not starting until after the plant startup (September 2027), so time of bidding will be evaluated, and an allowance will be included in the GMP for these packages.

BRCP will publicly advertise subcontractor solicitations. The selection will be based on evaluation of both price and qualifications of the subcontractors in a competitive environment, consistent with the RFP and Contract requirements with no subcontractor bid exclusions of contract terms per the flow down requirements of the prime contract.

All bid packages competitively bid, will be awarded based on best value criteria. Bids will be evaluated and scored using the best value scoring matrix summarized below:



- Cost (50 points/100 points). The lowest priced bidder will be awarded the maximum points (i.e., 50 points). Other bidders will be awarded a percentage of the maximum points using the following formula:
 - Bidder Points = (lowest bid value/bidder's bid value) x 50
- Equity Contractor Participation (35 points/100 points). The Bidder demonstrating the highest level of Equity Contractor participation will be awarded the maximum points (i.e., 35 points). Other bidders will be awarded a percentage of the maximum points using the following formula:
 - Bidder Points = (Bidder's Equity Contractor participation/highest level of Equity Contractor participation) x 35.
- Company Experience, Key Staff, and Safety Performance (15 points/100 points). Bidder's proposals will be evaluated and scored based on company experience on projects of comparable size and scope, strength of proposed key staff including project manager and general superintendent, and safety performance metrics from the past 3 years.
- Apprenticeship, Journey Level, and Workforce Diversity (Pass/Fail): All bidders demonstrating a plan for compliance with the requirements of the Regional Workforce Equity Agreement (RWEA) to achieve the aspirational apprenticeship, journey level, and workforce diversity goals will receive a "Passing" score. Bidder's failing to demonstrate a plan for compliance will be deemed non-responsive and receive a "Fail" score.

The Outreach Strategy provided in Section 6, will be implemented to assure the most competitive market for all the identified Competitively Bid workshops following the requirements list above.

4.6 BRCP, or Affiliates, Pursuit of Competitive Bid Packages

BRCP, a member of the CM/GC Joint Venture, and/or Affiliate, are considering to compete as a bidder on select Competitively Bid Packages including:

- S-01 – Raw Water Pipeline
- S-02 – Raw Water Tunnel and Shaft
- S-03 - Finish Water Clearwell Trenchless
- S-04 - Finished Water Pipeline - Dodge Park and Farm Road (AFWP & LFWP)
- S-05 - Finish Water Intertie Facility
- S-09 - Finished Water Pipeline - Lusted and Altman Rd (C2 & C4)
- S-17 - Finished Water Pipeline - Lusted Rd (C3) - Post Plant Startup

To make the bid process for these packages impartial, competitive, and fair, BRCP will adhere to the following:



- Outreach efforts will ensure an adequate number of bidders are contacted and invited to submit.
- BRCP intent to submit a bid will be disclosed in the solicitation announcements and RFP documents.
- Bid package requirements will be consistent and fair for all potential subcontractors and will be determined by the scope of work that is in the best interest of the Project.
- BRCP will be required to review, evaluate, and bid on the same documents as all bidders.
 - Having access to the plans and specification before other potential bidders does not equate to an advantage. Often, it is a disadvantage to the CM/GC because they explicitly know the clients' expectations, which may not always be clearly defined or measurable by document.
- The CM/GC is not mobilizing equipment or staff to perform the construction work, prior to being awarded a package.
- CM/GC personnel involved in solicitation and administration of the bidding process will be kept separate from CM/GC personnel involved in preparation of the bid.
- CM/GC will communicate with all potential bidders in a consistent manner including site visits, questions and answers, and procurement addendums. All procurement information will be shared with each potential bidder.
- Bids will remain sealed and not be viewable by the BCRP prior to the required bid date and time. All bids will be opened in the presence of the project team members.
- For bids that the CM/GC is competitively bidding on, bids will also be submitted through Building Connected and will also be submitted directly to PWB by email, which will be defined in the RFP documents. All bids will remain in a "Sealed Bid" position and opened by PWB. This will provide assurance that no bid has been reviewed prior to the stipulated bid time.
- All required clarifications and adjustments to bids will be performed as noted earlier in this plan.

Throughout the bid period, the PWB (or Owner's representative) will be involved in the procurement and have access to all available and open documents (i.e., bids will be sealed until official opening) to ensure that the process is impartial and fair.

4.7 Prequalification Process

BRCP will utilize a prequalification process for all competitively and limited competitive bid subcontractor Packages. This prequalification process includes subcontractor work procured using limited competition as well as competitively bid/best value procurement methods. If a minimum of three (3) prequalified bidders is not achieved (for each Bid Package), BRCP will review and discuss optional approaches with PWB prior to proceeding.

The BRCP team will issue a prequalification form to all respondents of the outreach events previously held by the BRCP team, as well as any interested parties responding to the project advertisement(s) posted in the newspapers and journals noted within this Procurement Plan. Invited firms will receive an email invitation to complete a prequalification questionnaire for the project and will have approximately



four weeks to complete the questionnaire prior to review of submitted questionnaire responses by the BRCP team.

All firms that express an interest in the project and who provide satisfactory demonstration of relevant work experience, capacity to perform work within the range of the project's size, time frame, and scale, and likewise who meet the project requirements for safety and quality performance will be invited to submit a bid on the project. The BRCP team will notify all firms who submit a prequalification questionnaire response of their status to bid or not bid on the project within two weeks of assessment by the project team.

A copy of the prequalification plan and questionnaire, showing our proposed work packages, including a general scope of work, estimated values of the package, and planned procurement method, is included in **Attachment D**

4.8 Request for Proposal (RFP)

Based on the 100% design package and the 100% Division 00 and 01, BRCP will prepare and submit a sample RFP to PWB that will include:

- Proposed prequalification form.
- Invitation to Bid letter.
- Instructions to Bidders
- Bid form (Bid items/WBS)
- Subcontract Agreement form
- Purchase Agreement form
- Prime contract documents/flow downs
- List of standard bid attachments

Bid Package documents will require:

- Bidder compliance with the requirements of the CDIP
- Bidder compliance with the requirements of the RWEA
- Bidder compliance with the requirements of WIFIA
- Bidder compliance with all contract requirements including contract requirements for meeting equity contractor requirements based on subcontractor's complete bid.

The sample RFP will be submitted for approval by PWB and the City's CCS. Additionally, bid package specific RFPs will be submitted to PWB, the City's CCS, and the City's Inclusive Contracting Manager, for review and comments prior to their release.

4.9 Escalation



The BRCP will include an escalation clause in the RFP for material escalation follow the requirements outlined in the current 007200 General Conditions and 007300 Supplemental Conditions, which states the following:

- **Material Escalation:** Add the following to the end of Specification Section 00 72 00 Article 1.05.D.4.d:
 - CM/GC and Owner agree that extraordinary material escalation for materials could exceed the CM/GC Contingency. The Owner will also hold an Allowance for extraordinary material escalation, the conditions of which are further outlined below.
 - The Owner will hold a separate Allowance for potential extraordinary material escalation. The Owner will authorize Change Orders from this Allowance for extraordinary material escalation under the following circumstances:
 - Change Orders for extraordinary material escalation will only be authorized for Subcontracted work. The cost of material escalation for CM/GC's self-performed work is included in the CM/GC Contingency.
 - Extraordinary material escalation will be considered for the following materials including : Asphalt Cement, Diesel Fuel, Steel Materials, Ductile Iron Pipe and other unforeseen items, in accordance with the contract. . The Owner may consider other extraordinary materials escalation if identified and approved in the CM/GC's GMP Proposal(s).
 - Extraordinary material escalation Allowance will only be authorized after the CM/GC has exhausted the CM/GC Contingency.
 - Extraordinary materials escalation Allowance only be considered one year after the anticipated NTP of March 2024, and will be evaluated every 6 months after.
 - Prior to bidding subcontract packages, the Owner and CM/GC shall agree to the amount of the Allowance and the provisions that will govern extraordinary material escalation to be included in Subcontracts.

5.0 Outreach Strategy

F.M. Burch as part of the BRPC team will lead the outreach implementation for the Program. The initial plan is summarized below and will be further developed collaborating with the Bull Run Filtration Program Team, the Project Team, and the City Procurement Team. This plan complies with the outreach requirements detailed in Section VI of the CDIP.

The Outreach is schedule to start with a joint meeting with the Bull Run Filtration Team, which an overview is provided the following:

- **Fall of 2022 / Spring 2023 - Outreach Effort.**



- Bull Run Filtration Program intends on coordinating outreach efforts between the Pipeline and Filtration plant projects. The teams will provide timely and pertinent information and details about upcoming bid opportunities, schedules, and process for selection.
- The Equity Teams for both projects will give specific details of the projects and the work Packages planned for each, including when the projects are anticipated to be advertised to the market.
- The PWB will explain new procedures and requirements for their organization and the City Procurement Team will explain the Construction Diversity and Inclusion Policy.

- **Continued Outreach and Focused Efforts to Assure Contractor Participation**

Following the kickoff presentation of the Program described above, the Pipeline project will do additional outreach specific to the Project, including but not limited to the following:

- Additional Outreach meetings with the Program and individually for the project as needed.
- All work packages will be advertised to meet the requirements of the above referenced documents.
- Plan sets will be made available at plan review sites.
- BRCP and Subcontractors will exercise best efforts and work in good faith to achieve the participation goals as set forth in the CDIP, with particular emphasis on subcontracting opportunities for historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income communities.
- BRCP and Subcontractors will identify subcontracting opportunities for Equity Contractors which could allow them to successfully bid and build capacity to bid for larger contracts on future City projects.
- To promote smaller qualified Equity Contractors to successfully bid on subcontracts, BRCP and Subcontractors will provide targeted work scopes where feasible and as determined collaboratively with the PWB.
- The procurement will consist of an open, fair, and competitive solicitation process, incorporating both the Owner's and Contractor's commitment to encouraging maximum participation of Equity Contractors.
- Pre-bid Meeting with bid document reviews will be conducted, providing the specifics of all work Packages being advertised and all relevant bid requirements including:
 - Providing clarity and understanding of the Project and its solicitation requirements, providing an opportunity to view the jobsite, and advising bidders/proposers of the expectations, importance of and commitment to providing the maximum opportunities for Equity Contractors' participation.
 - Offer assistance to bidders/proposers in conducting effective solicitation steps to provide the maximum opportunities for Equity Contractors' participation.
 - Contractors shall notify the City's Contract Compliance Specialist (CCS), Owner, and Equity in Contracting Partners of all pre-bid/pre-proposal meetings.
- Bidding assistance will be coordinated and made available by appointment.



Additional outreach strategy based on coordination with the Program, the PWB and the City of Portland Procurement Department will be included in updated versions of this document.

6.0 Conclusion

The BRCP looks forward to working with the PWB and the City of Portland Procurement Department in final approval of this Construction Diversity and Inclusion Procurement Plan to meet or exceed the goals and requirements of each Department and to assure a successful procurement process and construction project.

List of Attachments

Attachment A – Work Package Plan

Attachment B – Regional Workforce Equity agreement (RWEA)

Attachment C - Construction Diversity and Inclusion Policy (CDIP)

Attachment D – Prequalification Plan with Questionnaire

Attachment A - Pipeline Work Package Plan

New Bid Package #	Bid Package Name	Bid Package Scope of Work	Procurement Method	Estimated Package Value (\$) - based on 90% OPCC Cost Estimate	Estimated Equity COBID Percent (%)	Estimated Value (\$) of Equity COBID Work	Estimated Value (\$) Competitively Bid	Estimated Value (\$) Limited-Competitive *	Estimated Value (\$) of Opportunity Contractor Work	Estimated Value (\$) of Self-Perform Work
GMP#1 - Early Works Package										
P-01	Large Diameter Steel Pipe and Fittings	Procurement of ALL Large Diameter Steel Pipe and Fittings	Self Perform / Open Book	\$ 30,000,000	5%	\$ 1,500,000				\$ 30,000,000
P-02	Large Diameter Valves	Procurement of ALL Large Diameter Valves	Self Perform / Open Book	\$ 6,500,000	-	\$ -				\$ 6,500,000
P-03	Small Diameter Steel Pipe and Fittings	Procurement of Small Diameter Steel Pipe and Fittings	Self Perform / Open Book	\$ 300,000	-	\$ -				\$ 300,000
P-04	Electrical	Procurement of Long-Lead Electrical Equipment	Self Perform / Open Book	\$ 200,000	-	\$ -				\$ 200,000
P-05	Tunnel Digger Shield / Road Header	Procurement of long-lead Tunnel Digger Shield and Road header	Self Perform / Open Book	\$ 4,000,000	-	\$ -				\$ 4,000,000
GMP#2 - Balance of Project										
S-01	Raw Water Pipeline	<p>Lusted Raw Water Pipeline + + Multnomah Intertie/ Connection- C2&C4 + Finish Water Connection-C2& C4 INCLUDES: +install of vaults and related piping, rock access and removal for pipe work - includes the 72" Conduit carrier through the RW trenchless segments (supply, welding, testing) + Hauling, aggregate supply & Install + Trench sawcut, removal and trench patching + Bore Pits and Support for Auger Bore Sub + Barrier moves as needed to facilitate subcontractors work, including end protection + Cathodic Protection + All QC Testing-including RW Trenchless segments + Filling and pressure testing +Dust control within work zone by Subcontractor + Supply of Pipe, Valves and Appetences + SWPP Maintenance for subcontractors work area + C3 Connections by Others +Survey and As-builts beyond what is listed in Sub Package S-22</p> <p>EXCLUDES: -Inspection QC Management by Others -Supply of Large Dia Pipe</p>	Competitively Bid / Best Value	\$ 19,021,565	20%	\$ 3,804,313	\$ 19,021,565			
S-02	Raw Water Tunnels & Shaft	<p>Two Tunnels and Shaft INCLUDES + Shaft Support of Excavation Design including installation& removal + Tunnel Support of Excavation Design including installation& removal + Supply of Pipe and Appetences + SWPP Maintenance for subcontractors work area +Tunnel Portal +Survey and As-builts beyond what is listed in Sub Package S-22 + Cathodic Protection + All QC Testing + Filling and pressure testing +Dust control within work zone by Subcontractor + Supply of Appetences + SWPP Maintenance for subcontractors work area +Survey and As-builts beyond what is listed in Sub Package S-22 +Settlement monitoring and reporting</p> <p>EXCLUDES: -Inspection QC Management by Others -Supply of Tunneling Equipment (digger shield / road header) -Supply of Large Dia Pipe & Valves</p>	Competitively Bid / Best Value	\$ 50,061,789	15%	\$ 7,509,268	\$ 50,061,789			

New Bid Package #	Bid Package Name	Bid Package Scope of Work	Procurement Method	Estimated Package Value (\$) - based on 90% OPCC Cost Estimate	Estimated Equity COBID Percent (%)	Estimated Value (\$) of Equity COBID Work	Estimated Value (\$) Competitively Bid	Estimated Value (\$) Limited-Competitive *	Estimated Value (\$) of Opportunity Contractor Work	Estimated Value (\$) of Self-Perform Work
S-03	Finish Water Clearwell Trenchless	Trenchless (MT) at Clearwell to Dodge Park INCLUDES: + Dewatering, Pipe, Connections to Facility Clearwell and Dodge Road, Pits + Jacking and Receiving Pits and Support '+ Cathodic Protection '+ All QC Testing + Filling and pressure testing +Dust control within work zone by Subcontractor + Supply of Pipe and Appertences + SWPP Maintenance for subcontractors work area +Survey and As-builts beyond what is listed in Sub Package S-22 +Settlement monitoring and reporting EXCLUDES: - Disinfections and final commissioning -Inspection QC Management by Others	Competitively Bid / Best Value	\$ 10,378,551	15%	\$ 1,556,783	\$ 10,378,551			
S-04	Finished Water Pipeline - Dodge Park and Farm Road (AFWP & LFWP)	-Dodge Park Segment- Clearwell Connection to FW Intertie including Farm Field Segment INCLUDES: + install of vaults and related piping, + Rock access and removal for pipe work + Temp cut/ fill for pipe access and restoration of slopes + Hauling, aggregate supply & Install + Trench sawcut, removal and trench patching + Barrier moves as needed to facilitate subcontractors work, including end protection '+ Cathodic Protection '+ All QC Testing + Filling and pressure testing +Dust control within work zone by Subcontractor + Supply of Pipe Appertences + SWPP Maintenance for subcontractors work area + Connection to Large Dia pipe on Dodge Park and segment of CRTM in Dodge Park EXCLUDES - Disinfections and final commissioning -Inspection QC Management by Others -Supply of Large Dia Pipe & Valves	Competitively Bid / Best Value	\$ 27,530,833	20%	\$ 5,506,167	\$ 27,530,833			
S-05	Finish Water Intertie Facility	FW Intertie Site COMPLETE INCLUDES '+ Cathodic Protection '+ All QC Testing + Filling and pressure testing +Dust control within work zone by Subcontractor + Supply of ALL MATERIALS + SWPP Maintenance for subcontractors work area +Survey and As-builts beyond what is listed in Sub Package S-22 EXCLUDES - Disinfections and final commissioning -Inspection QC Management by Others - Instrumentation and Controls by Others - Supply of Large Dia Pipe & Valves	Competitively Bid / Best Value	\$ 14,905,391	35%	\$ 5,216,887	\$ 14,905,391			
S-06	Finish Water Intertie Controls	- Supply and Install of Instrumentation and Controls at FW Intertie & Project sites	Opportunity Contractors - (Taurus) - / Open Book	\$ 383,629	90%	\$ 345,266			\$ 383,629	
S-07	Trenchless - Cottrell Road and Lusted Raw Water	Jack & Bore - Bissell Property and Cottrell Road INCLUDES + Supply and install of casing, spoil removal + Install of carrier pipe(no welding) EXCLUDES -Pits included/ Dewatering wells -All 66" carrier pipe welding, cathodic protection, test stations, anodes, and coatings "By Others" -Contaminated Materials Disposal "By Others" -All UT, RT, PT or MT welding testing on casing and carrier pipe "By Others" -Settlement Monitoring "By Others" -Customer agrees to fill 66" carrier pipe with water before annular grout is installed in casing. Water to remain 72 hours after annular grout fill installed -All Testing "By Others"	Opportunity Contractors - (Gonzales) - / Open Book	\$ 2,628,137	90%	\$ 2,365,323			\$ 2,628,137	

New Bid Package #	Bid Package Name	Bid Package Scope of Work	Procurement Method	Estimated Package Value (\$) - based on 90% OPCC Cost Estimate	Estimated Equity COBID Percent (%)	Estimated Value (\$) of Equity COBID Work	Estimated Value (\$) Competitively Bid	Estimated Value (\$) Limited-Competitive *	Estimated Value (\$) of Opportunity Contractor Work	Estimated Value (\$) of Self-Perform Work
S-08	Cottrell Road Distribution Main	<p>Cottrell Rd Dist. Main-Open Cut, Connections and Bore Pits INCLUDES +Bore Pits & Support for Jack&Bore Subcontractors, including connections + HDD scope complete + Pits included& Dewatering wells + Hauling, aggregate supply & Install + Trench sawcut, removal and trench patching '+ Cathodic Protection + Barrier moves as needed to facilitate subcontractors work, including end protection '+ All QC Testing- including Bore and HDD scopes + Filling and pressure testing +Dust control within work zone by Subcontractor + Supply of Pipe and Appertences + SWPP Maintenance for subcontractors work area +Survey and As-builts beyond what is listed in Sub Package S-22 +Settlement monitoring and reporting EXCLUDES - Connection to Large Dia pipe on Dodge Park and segment of CRDM in Dodge Park -Inspection QC Management by Others</p>	Competitively Bid / Best Value	\$ 1,791,265	50%	\$ 895,633	\$ 1,791,265			
S-09	Finished Water Pipeline - Lusted and Altman Rd (C2 & C4)	<p>C2 and C4)- Lusted Rd Segment within 5' of FW Intertie (C2 and C4)- Altman Rd within 5' of Connections on Pipeline Rd and Oxbow Rd INCLUDES + install of vaults and related piping, + Incidental Rock access and removal for pipe work + Hauling, aggregate supply & Install + Trench sawcut, removal and trench patching + Barrier moves as needed to facilitate subcontractors work, including end protection '+ Cathodic Protection '+ All QC Testing + Filling and pressure testing +Dust control within work zone by Subcontractor + Supply of Pipe Appertences +SWPP Maintenance for Subcontractors work area +Survey and As-builts beyond what is listed in Sub Package S-22 EXCLUDES - Disinfections and final commissioning -Inspection QC Management by Others - Finish water connections for C2& C4 by Others - Supply of Large Dia Pipe & Valves</p>	Competitively Bid / Best Value	\$ 20,229,347	20%	\$ 4,045,869	\$ 20,229,347			
S-10	Pleasant Home Waterline Relocations	<p>Utility Relocation Pleasant Home Waterline INCLUDES + Supply and Install Small Dia DI Pipe & Appertences and Valves + Hauling, aggregate supply & Install + Trench sawcut, removal and trench patching '+ Cathodic Protection '+ All QC Testing, Inspection + Filling and pressure testing +Dust control within work zone by Subcontractor +Disinfections and final commissioning + Supply of Pipe Appertences + SWPP Maintenance for subcontractors work area +Survey and As-builts beyond what is listed in Sub Package S-22 EXCLUDES - Supply of Pipe & Valves -Inspection QC Management by Others</p>	Limited Competitive Bid / Best Value - Certified Equity Firm Opportunity	\$ 1,223,109	50%	\$ 611,555		\$ 1,223,109		

New Bid Package #	Bid Package Name	Bid Package Scope of Work	Procurement Method	Estimated Package Value (\$) - based on 90% OPCC Cost Estimate	Estimated Equity COBID Percent (%)	Estimated Value (\$) of Equity COBID Work	Estimated Value (\$) Competitively Bid	Estimated Value (\$) Limited-Competitive *	Estimated Value (\$) of Opportunity Contractor Work	Estimated Value (\$) of Self-Perform Work
S-11	Place Detours and Storm Drainage System	<p>INCLUDES</p> <ul style="list-style-type: none"> + Supply and install of Detour Roads and Temporary Access Roads per design including storm drainage + Supply and install of Temporary Pipe Access including storm drainage + Hauling, aggregate supply & Install + sawcut, removal and AC paving '+ All 3rd Party Testing, Inspection + Barrier moves as needed to facilitate subcontractors work, including end protection +Dust control within work zone by Subcontractor + Disposal of all materials + SWPP Maintenance for subcontractors work area +Survey and As-builts beyond what is listed in Sub Package S-22 <p>EXCLUDES</p> <ul style="list-style-type: none"> -Inspection QC Management by Others 	Competitively Bid / Best Value	\$ 7,965,076	50%	\$ 3,982,538	\$ 7,965,076			
S-12	Remove Detours/Storm Drainage and Restore Right of Ways	<p>INCLUDES</p> <ul style="list-style-type: none"> + Remove and Disposal of Detour Roads per design including storm drainage + Remove and Disposal of Temporary Pipe Access including storm drainage + Installation of permanent roadways and restorations + Hauling, aggregate supply & Install + sawcut, removal and AC paving '+ All QC Testing +Dust control within work zone by Subcontractor +SWPP Maintenance for Subcontractors work area +Survey and As-builts beyond what is listed in Sub Package S-22 <p>EXCLUDES</p> <ul style="list-style-type: none"> -Inspection QC Management by Others 	Competitively Bid / Best Value	\$ 7,508,880	50%	\$ 3,754,440	\$ 7,508,880			
S-13	Fiber Optic Conduit/ Vaults	<p>INCLUDES</p> <ul style="list-style-type: none"> + Conduit, install of fiber and pull box install, materials, trucking, dump fees, blow string, backfill + Hauling, aggregate supply & Install + Trench sawcut, removal and trench patching + Barrier moves as needed to facilitate subcontractors work, including end protection '+ All QC Testing +Dust control within work zone by Subcontractor + Disposal of all materials + SWPP Maintenance for subcontractors work area +Survey and As-builts beyond what is listed in Sub Package S-22 <p>EXCLUDES</p> <ul style="list-style-type: none"> - fiber optic line supply (by Owner), traffic controls -Inspection QC Management by Others 	Competitively Bid / Best Value	\$ 1,877,118	80%	\$ 1,501,694	\$ 1,877,118			
S-14	Staging Area Setup & Removal	<p>INCLUDES</p> <ul style="list-style-type: none"> + Construction Entrances (install & remove) + Yard fencing install and removal and soundwall at Tunnel and Shaft sites + Removal of Staging Areas + Staging yard install and removals as shown + Hauling, aggregate supply & Install + sawcut, removal & disposals '+ All QC Testing +Dust control within work zone by Subcontractor + SWPP Maintenance for subcontractors work area <p>EXCLUDES</p> <ul style="list-style-type: none"> - Maintenance of yard spaces -Inspection QC Management by Others 	Opportunity Contractor - (NWI) / Open Book	\$ 9,905,680	80%	\$ 7,924,544			\$ 9,905,680	
S-15 A, B, C & D	Traffic Control	<p>INCLUDES:</p> <ul style="list-style-type: none"> +Traffic Controls as needed +Flagging +Temporary and Permanent Signs- supply, install & removals +Traffic Barrier Install & Remove +Survey and As-builts beyond what is listed in Sub Package S-22 <p>EXCLUDES:</p> <ul style="list-style-type: none"> - Barrier moves for Subcontractor convenience 	Limited Competitive Bid / Best Value - Certified Equity Firm Opportunity < \$1M * Multiple Packages under \$1M each	\$ 4,689,670	80%	\$ 3,751,736		\$ 4,689,670		

New Bid Package #	Bid Package Name	Bid Package Scope of Work	Procurement Method	Estimated Package Value (\$) - based on 90% OPCC Cost Estimate	Estimated Equity COBID Percent (%)	Estimated Value (\$) of Equity COBID Work	Estimated Value (\$) Competitively Bid	Estimated Value (\$) Limited-Competitive *	Estimated Value (\$) of Opportunity Contractor Work	Estimated Value (\$) of Self-Perform Work
S-16	Landscaping Restoration and Erosion & Sediment Control Install	All Landscape Restoration INCL- seeding, planting, restorations as shown + Erosion & Sediment Control - provide and install- maintenance by Others - Potential Allowance	Opportunity Contractor - (Valley Growers) / Open Book	\$ 5,727,291	80%	\$ 4,581,833			\$ 5,727,291	
S-17	Finished Water Pipeline - Lusted Rd (C3) - Post Plant Startup	C3 to Pipeline 63 + 00 to 99 + 00- After Plant- including connection- 2ea INCLUDES + Install of vaults and related piping, + Rock access and removal for pipe work + Temp cut/ fill for pipe access and restoration of slopes + Hauling, aggregate supply & Install + Trench sawcut, removal and trench patching + Barrier moves as needed to facilitate subcontractors work, including end protection + Cathodic Protection + All QC Testing + Filling and pressure testing +Dust control within work zone by Subcontractor + Supply of Pipe and Appetences +SWPP Maintenance for Subcontractors work area + End to within 5' of FW Intertie Structure and including connection to existing line + Removal and disposal of existing C3 line, haul to onsite yard, pressure testing, install of vaults and related piping, rock access and removal for pipe work + Haul off to export site, aggregate supply to onsite yard + Barrier moves as needed to facilitate subcontractors work, including end protection +Survey and As-builts beyond what is listed in Sub Package S-22 EXCLUDES: -Inspection QC Management by Others - Supply of Large Dia Pipe & Valves - Potential Allowance	Competitively Bid / Best Value	\$ 7,151,095	20%	\$ 1,430,219	\$ 7,151,095			
S-18	Abandon Existing Conduits (C2, C3, C4) including Access	INCLUDES: + Abandon Existing Conduits- Waterlines- install & Remove Access Roads for Abandonment scope +Survey and As-builts beyond what is listed in Sub Package S-22 - Potential Allowance	Competitively Bid / Best Value	\$ 6,999,842	25%	\$ 1,749,961	\$ 6,999,842			
S-19 A & B	Site Services - Sweeping	INCLUDES: + Site sweeping as needed for balance of site beyond active work zones, +Water supply for sweeping and disposal of sweeping included + Sweeping within each work zone by that Subcontractor	Limited Competitive Bid / Best Value - Certified Equity Firm Opportunity < \$1M * Multiple Packages under \$1M each	\$ 1,372,781	90%	\$ 1,235,502		\$ 1,372,781		
S-20 A, B, C & D	Site Services - Dust Control	INCLUDES: + Site dust control as needed for staging yards and balance of site beyond active work zones. + Water supply for dust control - Water Truck + Dust control withing each work zone by that Subcontractor	Limited Competitive Bid / Best Value - Certified Equity Firm Opportunity < \$1M * Multiple Packages under \$1M each	\$ 4,036,679	90%	\$ 3,633,011		\$ 4,036,679		
S-21A & B	Site Services- Waste Management & Janitorial Services	INCLUDES: + supply and dumping of general waste/ garbage service + Includes bi-weekly cleaning of office facilities	Limited Competitive Bid / Best Value - Certified Equity Firm Opportunity < \$1M * Multiple Packages under \$1M each	\$ 1,478,379	90%	\$ 1,330,541		\$ 1,478,379		
S-22 A & B	Site Services - Construction Surveying	INCLUDES: + One round of staking for ROW, Clearing limits, SWPP devices, Roadways, Pipe, Abandonments and Restorations + Compiling final reports for as-built information provided by the Subcontractors	Limited Competitive Bid / Best Value - Certified Equity Firm Opportunity < \$1M * Multiple Packages under \$1M each	\$ 1,744,890	90%	\$ 1,570,401		\$ 1,744,890		
S-23	Site Services - Temporary Electrical	Temporary electrical hookups for office and staging yards as detailed, including removal as needed.	Limited Competitive Bid / Best Value - Certified Equity Firm Opportunity < \$1M	\$ 181,026	90%	\$ 162,923		\$ 181,026		
24	General Conditions	General Conditions for the Project	Self Perform / Open Book	\$ 41,615,047	16%	\$ 6,578,400				\$ 41,615,047
TOTAL:				\$ 291,407,069	26.3%	\$ 76,544,807	\$ 175,420,752	\$ 14,726,533	\$ 18,644,737	\$ 82,615,047

26.3%

60.2%

5.1%

6.4%

28.4%

* - Note: Limited Competitive Bid / Best Value - Certified Equity Firm Opportunity - as noted will have Multiple Packages under \$1M each

Attachment B

Contract 30007919 Amendment 3 - Exhibit C1

REGIONAL WORKFORCE EQUITY AGREEMENT

2022

This Regional Workforce Equity Agreement (this “**Agreement**”) is entered into by and between the Public Owners, the Unions, the Pacific Northwest Regional Council of Carpenters, and the Columbia Pacific Building Trades Council (each a “**Party**” and collectively, the “**Parties**”). Prime Contractors shall acquire rights and responsibilities under this Agreement via execution of Prime Contracts awarded by Public Owners for Covered Projects. Subcontractors shall acquire rights and responsibilities under this Agreement via execution of Letters of Assent.

RECITALS

The following Recitals set forth certain context within which, and intentions of the Parties pursuant to which, the terms and conditions of this Agreement arise:

A. In July 2018, Oregon Metro convened the Construction Career Pathways Project Public Owner Workgroup (Workgroup), comprised of sixteen public agencies tasked with developing a regional approach to construction workforce equity for the Greater Portland metropolitan area. Over the course of nearly a year, the Workgroup met as a whole and in subcommittees to identify regional strategies and potential investments that will grow the number of people of color and women in the construction trades. The resulting Regional Framework summarized a series of strategies needed for creating and sustaining a diverse construction workforce, offering high level guidance to Public Owners committed to fostering the diverse workforce needed to meet projected construction demand. One of the Framework’s core recommendations was that Public Owners utilize “Workforce Agreements” to advance goals of equity and inclusion in the construction industry. This Agreement results from that process and the Parties’ shared intentions.

B. Each Public Owner awards contracts for construction of public works projects, to advance a variety of public purposes. Public Owners have a unique role in the construction industry to ensure that public dollars spent benefit the community that they serve and do not indirectly or passively perpetuate discrimination against or historical under-inclusion of minorities and women and low-income people in the construction industry. Public Owners also have an interest in promoting the use of local vendors, suppliers, contractors, subcontractors, and encouraging the hiring of local area workforce, which will return long-term community benefits. Similarly, the Unions and the Councils have a unique role in these regards in the construction industry, are well-positioned to facilitate the goals of the Public Owners, and desire to do the same.

C. The Unions and the Councils recognize that disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption or interference of any kind with the work on a

Covered Project would significantly hinder the ability of Public Owner to advance their institutional missions.

D. The Unions and the Councils recognize that Public Owners are entitled to retain and exercise full and exclusive authority for the management of their operations, and shall remain the sole judge in determining the competency and qualifications of all firms responding to its solicitations regarding their construction projects.

E. Public Owners and the Unions and the Councils wish to ensure a level playing field such that all types of contractors can participate on public works projects, providing quality employment and training opportunities and service to the public in furtherance of project construction.

F. In addition to ensuring equal opportunity and efficient and cost-effective construction of public works, Public Owners and the Unions and the Councils wish to ensure that employment and training provided on public works projects are high-quality opportunities for workers to build pathways to long-term construction careers. This Agreement is adopted in conjunction with efforts by Unions to revise admissions, enrollment, and referral requirements for JATCs (including establishment of direct entry and/or direct application systems) to advance the purposes of this Agreement.

NOW THEREFORE, pursuant to the foregoing Recitals, which the Parties agree are true and accurate and are a part of the terms and conditions of this Agreement, and in consideration of the representations, covenants and warranties exchanged herein, the Parties DO HEREBY FURTHER AGREE AS FOLLOWS:

DEFINITIONS

The following terms and their derivations (including singular and plural forms but not including non-capitalized forms) shall have the following meanings in, and are a part of the terms and conditions of, this Agreement:

“BOLI Prevailing Wage Rate” means the applicable wage rate published by the Oregon Bureau of Labor and Industries in its Prevailing Wage Rates for Public Works Contracts in Oregon.

“BOLI Prevailing Wage Scope” means an Occupational Definition as set forth in the applicable Oregon Bureau of Labor and Industries Definitions of Covered Occupations for Public Works Contracts in Oregon.

“Councils” shall mean the Pacific Northwest Regional Council of Carpenters and the Columbia Pacific Building Trades Council.

“Covered Project” means a construction project contracted for by a Public Owner during the term of this Agreement (or earlier, if so indicated by the applicable Public Owner Attachment) and within the coverage provisions of the applicable Public Owner Attachment.

“Covered Work” means tasks that are in furtherance of construction of a Covered Project, that (i) at the time of award of the Prime Contract under which work is being performed, are within the scope of jurisdiction of an MLA of a Union that has executed and is Party to this Agreement; (ii) is within the coverage provisions set forth in Section 2.1; and (iii) is not within an exclusion set forth in Section 2.2.

“Equity Contractor” is a construction contractor certified in a category required to satisfy the Equity Contracting Program Requirements applicable to a Covered Project.

“Equity Contracting Program Requirements” means requirements imposed on a Covered Project by a public funding source, requiring efforts to include specified types of businesses in contract and/or subcontract awards for project construction. Equity Contracting Program Requirements for each Public Owner are set forth in Prime Contracts for Covered Projects.

“Equity Worker” means an individual in a category required to satisfy the Workforce Diversity Program Requirements applicable to a Covered Project.

“High Road Contractor” is a Prime Contractor or Subcontractor that meets all of the following requirements at time of entry into a contract for performance of Covered Work, and throughout performance of Covered Work:

- a. if required to utilize apprentices pursuant to Section 10.1.C.i, is an Oregon Bureau of Labor and Industries (BOLI) registered training agent;
- b. provides health insurance for all craft employees performing Covered Work, with an option for family enrollment in conjunction with employee contribution to premiums;
- c. has not been cited by the U.S. Department of Labor OSHA or Oregon OSHA for a willful violation or failure to abate violation within the three years prior to bidding or proposing on a project covered by this Agreement; citations currently being contested or that were vacated upon review do not affect Contractor eligibility;
- d. is in compliance with all requirements of the State of Oregon Construction Contractor's Board and the State of Oregon's requirements for workers compensation insurance;
- e. has not been found:
 - i. by the U.S. Department of Labor to have committed an aggravated or willful violation of Davis-Bacon and Related Acts;

- ii. by BOLI to have committed a willful violation of prevailing wage rate laws;
- iii. by BOLI to have violated Oregon’s anti-discrimination or anti-retaliation laws; or
- iv. by the U.S. Equal Employment Opportunity Commission to have violated Title VII or other federal anti-discrimination laws;

each within the three years prior to bidding or proposing on a project covered by this Agreement; citations or findings currently being contested that have been vacated do not affect Contractor eligibility;

- f. if using the services of a construction labor contractor, only uses an entity possessing a valid Construction Labor Contractor License issued by BOLI in accordance with the Oregon Contractor Registration Act, ORS 658.405, *et seq.*; and
- g. if a Subcontractor, commits to self-performing at least 30% of the contract work awarded.

“Master Labor Agreement” or “MLA” means the collective bargaining agreement between a Union and a Prime Contractor or Subcontractor in that Union’s craft. Each Union shall provide to each Public Owner a copy of its Master Labor Agreement within 30 calendar days after the Effective Date of this Agreement; and shall provide to each Public Owner any revised or amended Master Labor Agreement within 15 calendar days of such revision or amendment.

“Non-Referred Employee” means an individual who is employed by a Contractor or Subcontractor to perform Covered Work, but who was not referred to a Covered Project by a Union from its hiring hall.

“PNWRCC” means the Pacific Northwest Regional Council of Carpenters.

“Prime Contract” means the construction services contract awarded by a Public Owner for construction of a Covered Project.

“Prime Contractor” means a business entity that: (a) enters into a Prime Contract with a Public Owner for construction of a Covered Project; and (b) acquires rights and responsibilities under this Agreement via execution of Prime Contracts.

“Public Owner Attachment” means the attachment in Exhibit B to this Agreement, specific to each Public Owner, by execution of which a Public Owner may become a Party to this Agreement, describing that Public Owner’s projects to which this Agreement shall apply, and establishing other specific terms and conditions applicable to such projects with respect to issues addressed in this Agreement.

“Subcontractor” means a business entity that: (a) enters into a contract at any tier for performance of Covered Work in furtherance of and subject to a Prime Contract; and (b) acquires rights and responsibilities under this Agreement via execution of a Letter of Assent.

“Term” has the meaning set forth in Section 17.4.

“Trade” means a particular “Trade/Occupation” as defined in the Oregon Bureau of Labor and Industries’ published “Definitions of Covered Occupations for Public Works Contracts in Oregon.”

“Trades Council” means the Columbia Pacific Building Trades Council.

“Union” means a construction trade union that executes this Agreement.

“Union Referred Employee” means an individual who is referred by a Union from its hiring hall, who is employed by a Prime Contractor or Subcontractor to perform Covered Work.

“Workforce Diversity Goals” means the percentage goals set forth in Article 10.1.B.

“Workforce Diversity Program Requirements” means the specifications imposed on a Covered Project by a public funding source, relating to efforts to provide employment and training opportunities to specified categories of workers performing Covered Work. Workforce Diversity Program Requirements for each Public Owner are set forth in Article 10.1.B, the Public Owner Attachments, and/or Prime Contracts.

ARTICLE I **Purpose**

In addition to the context and objectives set forth in the Recitals, the terms and conditions of this Agreement arise in the following context and with the following intentions of the Parties, including in furtherance of the objectives, acknowledgements, covenants and agreements set forth in this Article I.

1.1 Objectives. The objectives of this Agreement are to ensure that:

A. The public served by the Public Owners receives the fullest benefit of Covered Projects, including economy and efficiency;

B. The Public Owners optimize through their contracting processes on Covered Projects diverse community participation inclusive of racial and ethnic minorities, women, and disadvantaged enterprises and employees;

C. Public Owners receive the benefit of a highly skilled and well-trained workforce, and the development through apprentice programs of skilled labor based in the community, in the performance of the work on Covered Projects;

D. Covered Projects are performed without disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project;

E. Covered Projects are constructed with a fair and balanced approach with respect to the rights and obligations of union and open-shop contractors and their employees and the equity interests of the community.

F. In an effort to advance the region's shared equity goals and build a strong industry-wide approach to advance quality construction and long-term quality construction careers both union and non-union subcontractors and workers may perform work on Covered Projects.

1.2 Importance of Project Cooperation. The Parties recognize the need for the timely completion of Covered Projects without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management-community cooperation on matters of mutual concern, including productivity, quality of work, labor stability, safety and health.

1.3 Parties' Roles. The Parties recognize that they play an integral and critical role in ensuring diverse participation on Covered Projects, and in the development of skilled craft workers through the apprenticeship objectives of this Agreement, and commit to compliance with the objectives of this Agreement and the construction contracts for Covered Projects. Public Owners shall require Prime Contractors and Subcontractors performing Covered Work to comply with this Agreement's terms and to the extent set forth herein.

1.4 Need for Skilled, Qualified Craft Workers. The Parties agree that the timely construction of Covered Projects will require substantial numbers of employees for construction and supporting crafts possessing skills and qualifications that are vital to its completion. The Parties will work together to furnish skilled, efficient craft workers for the construction of Covered Projects.

1.5 Stable Working Conditions. Further, the Parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on Covered Projects, to encourage close cooperation between the Prime Contractor, Subcontractors, and the Unions, and to ensure that a satisfactory and constructive relationship will exist between the Parties throughout the Term of this Agreement.

1.6 No Disruptions, Labor-Management Harmony. In recognition of the needs of Covered Projects, and to maintain a spirit of harmony, labor-management peace, and stability during the Term of this Agreement, the Parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, all Prime Contractors and Subcontractors agree not to engage in any lockout, and the Unions agree not to engage in disruptions caused by labor unrest,

any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project.

1.7 Expiration of Master Labor Agreements. If a Master Labor Agreement expires during the course of performance of a Covered Project, it is specifically agreed that there shall not be any disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project. The wages, benefits and terms of employment applicable to union employees of Prime Contractors and Subcontractors shall be those established in the applicable Master Labor Agreement or any subsequent applicable Master Labor Agreement that is negotiated and ratified during the course of performance of a Covered Project. Non-signatory contractors employing union workers pursuant to this Agreement shall be notified by the referring union hiring hall within three business days of any change in Master Labor Agreements applicable pursuant to this Agreement.

1.8 Settlement of Issues. The Parties understand and agree that issues may arise that were not anticipated and that could cause unforeseen difficulties for the Public Owners, Prime Contractors, Subcontractors, Unions, employees and the community. All Parties agree to work cooperatively to resolve any such issues, including the option of amending this Agreement at any time if necessary.

ARTICLE II **Scope of Agreement**

2.1 Scope and Coverage.

A. Application to Construction Work. This Agreement shall apply only to Covered Work, as defined herein and as more specifically described in the remainder of this Section 2.1. Where there is a conflict, the terms and conditions of this Agreement shall supersede and override the terms and conditions of any and all other national, area, or local Master Labor Agreements or other collective bargaining agreements; except for all work performed under the NTD Articles of Agreement; the National Stack/Chimney Agreement; the National Cooling Tower Agreement; and all instrument calibration work and loop checking, which shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians; and the National Agreement of the International Union of Elevator Constructors; with the exception of Articles V, VI and VII of this Agreement, which shall apply to all such work. It is acknowledged and agreed that this is a self-contained, stand-alone Agreement and that, by virtue of becoming bound to this Agreement, no Prime Contractor or Subcontractor will be obligated to sign any other local, area, or national agreement.

B. Public Owner Attachments. Attachment B contains the Public Owner Attachment for each Public Owner, describing which projects of that Public Owner are covered by this

Agreement, and by execution of which a Public Owner may become a Party to this Agreement. Public Owner Attachments are incorporated as terms and conditions of this Agreement. Each Public Owner Attachment is finalized and incorporated into this Agreement only at such time as the corresponding Public Owner has executed and become a party to this Agreement. If a Public Owner Attachment contains terms at variance from this Agreement, such terms shall take effect only if the Public Owner Attachment is negotiated, agreed, and executed by the Public Owner, the Trades Council (on behalf of its affiliated Unions), and the PNWRCC. If a Public Owner determines that legal requirements or funding requirements applicable to a project require revision of terms of this Agreement in order to utilize this Agreement, then the Public Owner, the Trades Council, and the PNWRCC shall meet and confer to discuss revision of terms of this agreement so as to satisfy such requirements; and revised terms shall take effect if negotiated, agreed, and executed by the Public Owner, the Trades Council (on behalf of its affiliated Unions), and the PNWRCC. If such agreement cannot be reached, then based on legal requirements or funding requirements Public Owner may decline to apply this Agreement to the project in question.

C. Application to Covered Projects. Subject to Section 2.1.D of this Agreement, this Agreement shall apply only to that Covered Work performed at a Covered Project site.

D. Fabrication. This Agreement shall also apply to that work performed at temporary facilities, such as fabrication yards and/or assembly plants located at or adjacent to a Covered Project site, which are integrated with and set up for, the purpose of servicing a Covered Project, rather than to serve the public generally, and are determined by appropriate governmental authorities to be subject to payment of prevailing wages in connection with a Covered Project.

E. Subcontractors at Every Tier. Except as otherwise set forth herein, the provisions of this Agreement shall apply to each and every Prime Contractor and Subcontractor. Each Prime Contractor and each Subcontractor shall ensure that each subcontractor that is awarded Covered Work executes the Letter of Assent (as set forth in Attachment A) prior to commencing Covered Work, unless exempted pursuant to this Agreement. A Prime Contractor or Subcontractor may perform Covered Work without regard to whether that Prime Contractor or Subcontractor performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Prime Contractor or Subcontractor other than the Covered Work specifically covered by this Agreement. No Prime Contractor or Subcontractor shall be required to become signatory to a Master Labor Agreement as a condition or result of performing Covered Work.

F. Binding Effect on Parties. This Agreement shall only be binding on the Parties, Prime Contractors, and Subcontractors on Covered Projects to the extent set forth herein, and shall not apply to the parents, affiliates or subsidiaries the Parties or Prime Contractors and Subcontractors, or to any other projects.

2.2 Exclusions. Exclusions from all or some (as set forth below) provisions of this Agreement include the following types of work, material suppliers, categories of employers, trades and employees:

A. Outside Scope. Construction work outside the scope of the construction contract for a Covered Project.

B. Material Suppliers. Material suppliers retained by a Prime Contractor or Subcontractor for a Covered Project and off-site manufacture of materials, equipment and machinery.

C. Funding Requirements. This Agreement only governs construction of Covered Projects and shall be subordinate to any and all stipulated requirements in the relevant statutes enabling funding or financing of a Covered Project.

D. Non-Performing Personnel. Construction-related personnel not directly performing public work within the BOLI Prevailing Wage Scopes, including but not limited to: executives, superintendents, supervisors, assistant supervisors, any employee classified as salaried General Foreman and above; technical employees including, but not limited to architects, engineers, staff engineers, and inspectors; mail carriers, messengers, delivery couriers; clerks, timekeepers, office workers; security guards; emergency medical and first aid technicians; and other professional, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees. If such employees at any time perform work within a BOLI Prevailing Wage Scope or within the scope of a Union's Master Labor Agreement on a Covered Project, then this Agreement shall apply with regard to that work.

E. Non-Construction Labor. Work of other non-construction trade labor that may be identified during the course of a Covered Project, including but not limited to:

1. Artists retained by a Public Owner during the course of a Covered Project and whose work is not within a BOLI Prevailing Wage Scope.

2. Furniture, fixture and equipment installers retained by the Public Owners for work to be performed after the Prime Contractor or Subcontractor has completed construction related work and/or after the Prime Contract substantial completion date.

3. Employers and their employees directly controlled by the Public Owners, including construction and non-construction support services contracted by the Public Owners in connection with a Covered Project separately from the Prime Contractor; and the Public Owner's "Owner's Representative" for a Covered Project.

4. All unrepresented employees of the design teams or other consultants of a Public Owner or any Prime Contractor or Subcontractor for specialty testing, commissioning, design, and other professional services.

5. Employees engaged in any work performed on or near, or leading to or into, a Covered Project site by state, county, city or other governmental bodies, their other retained contractors, or by the public utilities or their contractors, or by the other public agencies or their contractors.

6. Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's written warranty or guarantee, or the on-site supervision of such work. Any such work shall be identified not less than ten (10) working days prior to and discussed at the relevant pre-construction conference, or as soon as the Public Owner or the Prime Contractor or Subcontractor is aware of the need to invoke this provision. Upon request from a Union, the Public Owner shall discuss with the vendor whether installation or application may be performed pursuant to terms of this Agreement without affecting the status of the warranty. The issue of whether it is necessary to use construction persons of the vendor or other companies to protect the warranty shall be subject to the grievance and arbitration clause of this Agreement, regardless of whether the bidding contractor is party to a Letter of Assent to this Agreement.

7. Unrepresented employees engaged in maintenance on equipment and machinery and on-site supervision of such work.

8. Unrepresented employees engaged in warranty functions and warranty work, and on-site supervision of such work.

9. Laboratories for specialty testing or inspections.

10. Construction work in support of or related to a Covered Project but for which the prime contract is awarded by another public entity.

F. Off-site Fabrication. Offsite fabrication at non-temporary facilities not established specifically for the Covered Project and which have been used for fabrication of other projects within the past year.

G. Deliveries (Non-Prevailing-Wage). All Project deliveries of materials that are not within a BOLI Prevailing Wage Scope, in accordance with ORS 279C.838 (3) and as defined in OAR 839-025-0004(32), -0035 (6) & (7). Truck drivers, parts runners and other delivery personnel working for contractors and subcontractors are generally not due the BOLI Prevailing Wage Rate for delivery to and from a Covered Project site. However, if driving takes place on a Covered Project site, or if these workers are engaged in performing other manual work at a Covered Project site, the applicable BOLI Prevailing Wage Rate must be paid to the workers for time spent on a Covered Project site. For enforcement purposes, truck drivers performing delivery for a construction contractor or subcontractor must be paid the BOLI Prevailing Wage Rate if they perform 15 minutes or more of driving or other work at a Covered Project site. See OAR 839-025-0004(32); OAR 839-025-0035(7). Truck drivers performing delivery for a commercial supplier are not generally due to receive the BOLI Prevailing Wage Rate for incidental work performed on a Covered Project site. These workers are due such rate only if they spend more than 20 percent of their time during a work week engaged in work on a Covered Project site. See OAR 839-025-0035(6).

H. Specialty and Proprietary Scopes. Scopes of work as may be determined by a Public Owner as specialty work and may require pre-qualification or may be proprietary. Any

such work shall be identified not less than ten (10) working days prior to and discussed at the relevant pre-construction conference, or as soon as the Public Owner or the Prime Contractor or Subcontractor is aware of the need to invoke this provision. Upon request from a Union, the Public Owner shall discuss with the Union whether such scope of work may reasonably be performed pursuant to terms of this Agreement, and whether pre-qualification is necessary.

I. Cost Overrun. In cases where all of the following are true: (i) the lowest responsive bid for or proposed total cost of construction of a Covered Project is at least 25% greater than the Public Owner's pre-bid estimate of construction cost; (ii) the Public Owner's construction management team receives reasonably reliable indication that application of the Agreement will increase project construction costs beyond the Public Owner's pre-solicitation estimate by at least 10%; and (iii) the cost increase jeopardizes the ability of the project to move forward within the Public Owner's established budget parameters or confirmed funding sources; then the Public Owner may reject such bid or proposal and re-solicit the project with revised project terms, including discretion to re-solicit without application of this Agreement, or with revised terms agreed among the Parties.

J. Public Owners. Nothing contained herein shall be construed to prohibit or restrict a Public Owner, or its employees, from performing work not covered by this Agreement on a Covered Project site. As areas and systems of a Covered Project are inspected and construction is tested by the Prime Contractor and accepted by the Public Owner, this Agreement shall not have further force or effect on such items or areas, except when the Prime Contractor is directed by the Public Owner to engage in repairs, modifications, and checkout and/or warranty functions as required in the Prime Contract for a Covered Project, unless these tasks are specifically excluded elsewhere in this Agreement.

K. Exclusion per Article XIV. Work performed by subcontractors excluded from application of this Agreement pursuant to Section 14.1 does not constitute Covered Work.

L. Independent Requirements. Nothing in this Agreement requires employees to join a Union or pay dues or fees to a Union as a condition of working on a Covered Project. This Agreement is not, however, intended to supersede independent requirements in applicable local Union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing Covered Work.

ARTICLE III

Exclusive Representation and Authority

3.1 Owner Authority. The Parties recognize that the Public Owners retain and shall exercise full and exclusive authority for the management of its operations of construction of Covered Projects. Public Owners remain the sole judge in determining the competency and qualifications of all firms responding to solicitations. Public Owners have the absolute right to select any qualified bidder or proposer for the award of the prime contract on Covered Projects, provided that

such bidder or proposer shall be willing, ready, and able to execute and comply with this Agreement.

3.2 Pre-Job Conference. Each Prime Contractor and all Subcontractors performing Covered Work shall have a pre-job conference with each Union representing craft workers the Prime Contractor and Subcontractors intend to employ on the Covered Project not less than ten (10) working days prior to the commencement of performance of work on the Covered Project. Each such Union shall facilitate such conference with the cooperation of the Prime Contractor. The conference shall address, but not be limited to, workforce, key employees work dates, work hours, Project rules, employee transportation to and from the Covered Project site, safety, employee absenteeism, lunch, breaks, and craft work assignments. Subcontractors that subcontract out work in their awarded scope shall identify at the pre-job conference the portion of work to be subcontracted and the subcontractor to perform such work. Those subcontractors shall be required to sign a Letter of Assent and participate in the pre-job conference. The Prime Contractor shall provide the Trades Council and PNWRCC with the Letters of Assent executed by all Subcontractors at the Pre-Job Conference. For any Subcontractor for which the subcontract and Letter of Assent are executed after that date, the Letter of Assent shall be provided to the Trades Council and PNWRCC not less than ten (10) working days prior to that Subcontractor's commencement of performance of work on the Covered Project.

3.3 Union Access. Authorized representatives of the Unions shall have access to the site of Covered Projects, provided they do not interfere with the work of the employees and further provided that such representatives comply with any visitor and security rules established for a Covered Project. No union representative will be denied reasonable access to its members.

ARTICLE IV **Jurisdiction**

4.1. The assignment of work will be solely the responsibility of the Prime Contractor or Subcontractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan, and generally in accordance with traditional craft jurisdictional lines, agreements of record, established trade agreements, prevailing area practices, and Composite Crews per Section 8.4 of this Agreement.

4.2. All jurisdictional disputes regarding a Covered Project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Union Parties to this Agreement.

4.3. All jurisdictional disputes shall be resolved without the occurrence of any disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out,

slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project, and the Prime Contractor's or Subcontractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

4.4. Each Prime Contractor and Subcontractor will conduct a pre-job conference with the Trades Council and the PNWRCC prior to commencing work. The applicable Prime Contractor and Public Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE V **No Disruptions**

5.1 No Disruptions. During the Term of this Agreement, there shall not be any disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project for any reason by any Union or their members, and there shall be no lock out by a Prime Contractor or Subcontractor. Unions, Prime Contractors and Subcontractors agree that they shall not sanction, recognize, aid or abet, incite, encourage or continue any such disruptive activity and shall undertake all reasonable means to prevent or terminate it. Unions shall not conduct activities that violate this Section 5.1. For purposes of this Agreement, "bannering" shall mean the posting of signs, banners or balloons on or adjacent to a Covered Project site or any of the Public Owners' other buildings or sites, with the intent to threaten, coerce, or restrain a Public Owner, when a Public Owner is a secondary employer not directly involved in a primary labor dispute, if the object of the bannering is to cause the Public Owner to cease doing business with the subject Prime Contractor or Subcontractor. "Bannering" shall not include the posting of signs on a Covered Project site or perimeter fences identifying any active participant in a Covered Project, which identification signs are specifically permitted.

5.2 No Employee Actions. During the term of this Agreement there shall not be any disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project for any reason by any employee on Covered Projects. Failure of any Union or employee to cross any picket line established at the Covered Project site is a violation of this Article. Unions and the Councils shall not sanction, aid, abet, encourage or continue any disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project for any reason at a Public Owner's Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for

the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Unions shall make best efforts to ensure that no Union-Referred Employee engages in activities which violate Section 5.1 or 5.2. However, a Union shall not be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of their office to cause the local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its local Union. The principal officer or officers of a Union will immediately instruct, order and use the best efforts of his/her office to cause the employees the Union represents to cease any violations of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents.

Participation by such an employee or group of employees in an act violating the foregoing provision will be cause for discharge or removal of the employee, or cancellation of contract by the Public Owner and/or the Prime Contractor or the Subcontractor if such activity is supported by the Prime Contractor and/or the Subcontractor in violation of Section 5.1. If there is any disruption caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project for any reason in violation of this Agreement by any Union, it is agreed that the other Unions shall be bound to ignore and shall not participate in such disruption and shall continue to staff the subject Covered Project without interruption.

5.3 Expedited Arbitration. Any party subject to this Agreement may institute the following binding arbitration procedure when a violation of Section 5.1 or 5.2 is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.

5.3.1 The party invoking this procedure shall immediately initiate arbitration through Arbitration Service of Portland or the Federal Mediation & Conciliation Service, which the parties agree shall be the system for designation of an Arbitrator under this procedure. Notice to the Arbitrator shall be by the most expeditious means available, with written notice by email or similar means to the party alleged to be in violation.

5.3.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four hours or another short timeframe as mutually agreed.

5.3.3 The Arbitrator shall notify the parties by electronic mail or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

5.3.4 The sole issue at the hearing shall be whether or not a violation of Section 5.1 and/or 5.2 has in fact occurred. The award shall be issued in writing within three hours after the close of

the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen calendar days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of Section 5.1 and/or 5.2 and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance. An Arbitrator's determination that a Prime Contractor or Subcontractor has violated Section 5.1 provides grounds for the affected Public Owner's termination of the Prime Contract under which the Prime Contractor or Subcontractor is retained. An Arbitrator's determination that a Union has violated Section 5.1 or 5.2 provides grounds for the affected Public Owner's termination of this Agreement with regard to that Union and the Public Owner's Covered Projects.

5.3.5 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner: (a) Electronic mail or similar notice of the filing of such enforcement proceedings shall be given to the other party; (b) In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under this Section 5.3, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*; (c) Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement; and (d) a Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

5.3.6 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued, to the extent permitted by law.

5.3.7 Each party to a dispute subject under this Section 5.3 shall bear its own costs of participating in the dispute resolution procedures of this Section 5.3. The fees and expenses incurred by the arbitrator, as well as those jointly incurred by the parties (e.g., conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration proceeding.

ARTICLE VI **Subcontracting**

6.1 Equity Contracting Program Requirements. Public Owners are implementing Equity Contracting Program Requirements on Covered Projects concerning the recruitment, retention and promotion of Equity Contractors in the construction industry. Details of such program requirements are set forth in prime contracts and related guidelines. Provisions of this Agreement related to Equity Contractors are set forth in Article XIII.

6.2 Notice of this Agreement. Any Prime Contractor or Subcontractor seeking to subcontract Covered Work shall notify any potential subcontractor of the existence of the terms and conditions of this Agreement, and shall ensure that each such subcontractor shall become subject to this

Agreement by executing the Letter of Assent in Attachment A to this Agreement prior to commencing the performance of Covered Work, unless exempted pursuant to this Agreement.

6.3 High Road Contracting. Only contractors that are High Road Contractors as defined herein may perform Covered Work. Each Subcontractor shall complete and submit to the Prime Contractor and Public Owner the High Road Contractor checklist (Attachment D) with the Letter of Assent.

6.4 Right to Select Qualified Bidders. Public Owners, all Prime Contractors, and all Subcontractors have the absolute right to select any qualified bidder or proposer that is a High Road Contractor as defined in this Agreement, and award contracts or subcontracts at any tier on a Covered Project without reference to the existence or non-existence of any collective bargaining agreements between the prospective prime contractor or subcontractor and any Union, provided only that such prospective prime contractor or subcontractor is willing, ready, and able to comply with this Agreement and to execute a Letter of Assent (in the form attached as Attachment A) should such entity be awarded work covered by this Agreement.

ARTICLE VII
Hiring Procedures

7.1 Notification of Opportunities. Prime Contractors and Subcontractors agree to notify the applicable Union of all opportunities for employment on a Covered Project. Nothing in this Agreement shall be deemed to limit a Prime Contractor’s or Subcontractor’s right to reject proposed employees. Prime Contractors and Subcontractors shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdictions, and select employees to be laid off. Prime Contractors and Subcontractors shall also have the right to reject any applicant referred by a Union for any reason provided that such right is exercised in good faith, and in a nondiscriminatory manner.

7.2 Union Referred Employees. Prime Contractors and Subcontractors shall request, and the subject Union may refer, applicants for the various journeymen and apprentice classifications as required by the Prime Contractor or Subcontractor for the Covered Project in accordance with this Agreement, including Workforce Diversity Program Requirements. In disputes pertaining to terms of employment or this Agreement, non-referred employees, including employees of Equity Contractors, need not be represented by a Union, and shall have the option, but not the obligation, to resolve disputes in accordance with the procedures set forth in Article XVI, rather than utilizing procedures set forth in Master Labor Agreements.

7.3 Referral Non-discrimination. The Unions represent that their local unions administer and control their referrals in a nondiscriminatory manner and in full compliance with the Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination, and that such operation is not in conflict with steps required in this Agreement to facilitate Prime Contractors’ and Subcontractors’ satisfaction of the Workforce Diversity Goals.

7.4 Core Employees. Prime Contractors and Subcontractors who do not have a collective bargaining relationship with the Unions on a Covered Project may employ their own core employee craft workers. “Core Employees” in this context only refers to the following craft workers: working foremen, journeymen, and apprentices. The term “Core Employees” does not refer to employees otherwise excluded in Article II, such as supervisory, management or non-working owners of non-signatory subcontractors.

A. Purpose. It is agreed by the Parties that the intent of the Core Employee definition is to protect fair and legal employment standards, and to secure opportunities for contractors, regular employees, and union craft workers.

B. Order and Ratio. For Prime Contractors and Subcontractors that are not Equity Contractors and are not signatory to a Master Labor Agreement, the limits on Core Employees shall be as follows: the first two workers may be Core Employees; the next two craft workers shall be union referrals. Thereafter, dispatch may alternate Core Employees and Union Referred Employees, on a one-for-one basis, with the Core Employee total number not to exceed 50% plus one worker of that Prime Contractor’s or Subcontractor’s craft workforce, or otherwise by mutual agreement of that Prime Contractor or Subcontractor and Union. Where a Union’s Master Labor Agreement, or the procedures of the relevant joint labor-management apprenticeship program, prohibit referral of Union members to non-signatory contractors, then such Union may waive its referral rights under this Article VII, and the contractor may staff the job at its discretion, with work to be performed otherwise in compliance with this Agreement and the Master Labor Agreement.

C. Definition. An employee of a Prime Contractor or Subcontractor shall be deemed a Core Employee if he or she has been on that Prime Contractor or Subcontractor’s payroll a minimum of 500 hours in the six months prior to a Covered Project, and on that Prime Contractor or Subcontractor’s active payroll within the 60 calendar days prior to start of work on a Covered Project. Core Employees shall hold all required licenses and certifications for the work of their craft.

7.5 Hiring Process and Workforce Diversity Program Requirements.

A. Requests for Journey-level Workers. Prime Contractors and Subcontractors needing journey-level workers from the Union hiring halls shall utilize the Craft Request Form (Attachment C) to request such workers from Union hiring halls, including requests for Equity Workers needed to satisfy Workforce Diversity Program Requirements. Prime Contractors and Subcontractors shall also comply with additional procedures established in writing by hiring halls regarding requests for workers. Unions shall ensure that hiring halls accept the Craft Request form and refer Equity Workers on a priority basis as needed for Prime Contractors and Subcontractors to satisfy Workforce Diversity Goals for the Covered Project, regardless of their place in the Unions’ hiring hall list and normal referral procedures. The Craft Request Form may be updated by the Public Owner as necessary to reflect goals applicable to a particular Covered Project, with the updated form to be provided to Prime Contractor and Subcontractors at the Pre-Job Conference.

B. Requests for Apprentices. Using the Craft Request Form, a Prime Contractor or Subcontractor needing certain categories of workers in order to satisfy Workforce Diversity Goals and the apprentice utilization goal for the Covered Project shall request referral of apprentices in such categories, from either the relevant apprenticeship program, or union hiring hall that refers apprentices in that craft. To the maximum extent permitted by written standards of the applicable JATC, Unions shall ensure that hiring halls accept the Craft Request form and refer requested workers for apprentice utilization on a priority basis as needed for Prime Contractors and Subcontractors to satisfy Workforce Diversity Goals and the apprentice utilization goal for the Covered Project, regardless of their place in the Unions' hiring hall list and normal referral procedures. Such requests shall be in writing and shall include a copy of relevant portions of this Agreement. If the apprenticeship program or hiring hall has no apprentice in the relevant category to refer, the Unions will, consistent with the standards on file with BOLI for the relevant JATC, work with the Prime Contractor or Subcontractor in conjunction with local, state-certified pre-apprenticeship programs or community-based organizations, to identify individuals who meet the minimum standards of the relevant apprenticeship program. If one or more such individuals are identified, the Prime Contractor or Subcontractor shall refer the individual(s) to the apprenticeship program and/or hiring hall, request enrollment as an apprentice and referral consistent with the standards on file with BOLI for the relevant JATC, and pay any applicable sponsorship fees. The Prime Contractor or Subcontractor shall promptly notify the Public Owner if an apprenticeship program or hiring hall declines to implement the referral or enrollment contemplated in this section.

7.6 JATC Standards. Each Union executing this Agreement is affiliated with a Joint Apprenticeship and Training Committee (JATC), as indicated on Attachment E. For each such JATC and its registered apprenticeship program, Attachment E sets forth the following information:

- Minimum Standards for registered apprentices, on file with BOLI;
- Contact Information for contractors to request referral of apprentices as needed to perform Covered Work; and
- Exceptions on file with BOLI, relevant to procedures and contractor requirements set pursuant to this Agreement, including Section 7.5 above.

Each Union warrants and represent that information set forth on Attachment E regarding its affiliated JATC is correct as of the initial Effective Date of this Agreement. Each Union shall provide Public Owners with updated information regarding its affiliated JATC within 30 days of any change in listed information.

7.7 Forty-Eight-Hour Referral Period. In the event that a Union hiring hall or affiliated JATC is unable to fulfill the requisition of a Prime Contractor or Subcontractor for workers, including requests for Equity Workers needed to satisfy Workforce Diversity Goals, within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after the Craft Request Form is submitted, such Prime Contractor or Subcontractor shall be free to obtain needed workers from any source and retain them as Non-Referred Employees pursuant to this Agreement.

7.8 Contractor-Union Negotiations. It is agreed and understood that those specific terms and conditions governing hiring and assignment of current union trade workers to supplement Core Employees proposed for a Covered Project may be negotiated jointly by the subject Prime Contractor or Subcontractor and the appropriate Union representatives, provided any such negotiations do not affect any provision of this Agreement other than Core Workers.

7.8 Drug-free Workplace. It is agreed and understood by all Parties that a drug-free workplace is of the highest priority and the Public Owners, Prime Contractors, Unions, and Subcontractors retain their rights to comply with their established drug testing policies and practices.

ARTICLE VIII

Wage Rates, Fringe Benefits and Work Rules

8.1 Prevailing Wage Rates. The classification of employees and the payment by Prime Contractors and Subcontractors of prevailing wages and fringe benefits by craft as determined by the applicable BOLI Prevailing Wage Rate shall be as required by the Prime Contract for a Covered Project. Federally-funded projects are subject to prevailing wage requirements under the Davis-Bacon Act. Owner shall provide un-redacted certified payroll free of charge upon request of any Union or Council signatory to this Agreement. The Union or Council receiving such certified payroll records shall use them only for purposes of enforcement of the terms of this agreement or prevailing wage law; requests shall include a description and explanation of specific circumstances from which the enforcement concern arises. Partial redactions of social security numbers (*i.e.*, first five digits) and redactions required by law shall be permitted.

8.2 Non-Union Contractors That Hire Union Referred Employees. Prime Contractors and Subcontractors who are not signatory to a Master Labor Agreement, but who hire Union Referred Employees under this Agreement, shall accept the terms and conditions of the applicable Master Labor Agreement, for those Union Referred Employees only. However, such non-union Prime Contractor or Subcontractor is not otherwise bound by any actions, determinations, terms and conditions of any Union agreements with respect to non-union employees.

8.3 Work Rules. The Prime Contractors, Subcontractors and Unions agree to establish work rules prior to commencement of work on a Covered Project. Work rules shall comply with Oregon statutes and BOLI's regulations, and all other applicable rules, regulations and laws. The Prime Contractors, Subcontractors and Unions further agree to establish specific Project work rules that satisfy the objectives of this Agreement.

8.4 Composite Crews of Craft Workers. The Unions and the Councils, and each of them, recognize and agree that, in order for Prime Contractors and Subcontractors to be competitive and to ensure that craft workers are productively employed throughout their shifts on a Covered Project, Prime Contractors and Subcontractors may utilize craft workers as a composite crew on any task. In performing its work, the composite crew shall be allowed relaxation from strict craft

jurisdiction provided the employees from each craft are assigned tasks within their craft's jurisdiction as far as reasonably practical so long as such work assignments have been mutually agreed upon between the respective crafts by way of a pre-job conference not less than ten (10) days prior to the commencement of work for the proposed composite crew. Prime Contractors and Subcontractors shall endeavor in good faith to assign craft workers such that the total number of hours worked by members of each craft is consistent with traditionally recognized craft jurisdictions. The Unions recognize and agree that on individual days the proportion of hours worked by each craft may be more or less than the traditional ratios. Prime Contractors and Subcontractors agree that the use of employees from one union or craft to perform the work of another union or craft shall in no way constitute an assignment nor shall it in any way prejudice traditional jurisdiction.

ARTICLE IX

Oversight Committees

9.1 Regional Oversight Committee. The Public Owners may establish a body to work collaboratively with regional stakeholders, include workforce development programs and advocates, prime contractor associations, subcontractors and other interested parties to establish and operate a Regional Oversight Committee, which shall provide oversight and guidance regarding implementation of this Agreement, and related issues of equity and diversity in the regional construction industry. Tasks will include, but not be limited to:

- reviewing workforce and contracting data on Covered Projects in aggregate;
- discussing implementation experience for this Agreement, to inform conversations about possible extension or needed amendment to this Agreement; and
- developing recommendations regarding additional workforce pipeline improvements, including funding and programmatic needs.

The Regional Oversight Committee may be combined with the Construction Career Pathways Regional Collaboration Committee, as appropriate, at the discretion of the establishing parties.

9.2. Project Advisory Committee. The purpose of PAC is to provide a forum for communications and collective strategizing aimed at advancing the purposes of this Agreement, through early identification of compliance challenges, overall guidance and problem-solving, relationship-building, and connecting contractors, unions, and workers to available resources. The Public Owners shall establish a Project Advisory Committee ("PAC") to advance this purpose with regard to all projects subject to this Agreement. Public Owners shall share responsibilities for administration of the PAC meetings, which shall include establishing agenda items and providing attendees with relevant data and information in a reasonable period prior to meetings.

The PAC shall be comprised of at least one representative designated from each of the following: each project's Public Owner; the Trades Council; the PNWRCC; and one or more community representatives. The Regional Oversight Committee shall have the power to designate community representatives for participation on the PAC. Except in months where there are no active projects

or agenda items, the PAC shall convene on a monthly basis to review and assist with compliance issues regarding the terms of this Agreement. Each Prime Contractor with an active Covered Project shall attend each PAC meeting unless attendance requirement is waived in advance by the PAC.

The PAC is not a voting body, and has no authority to make binding determinations regarding Covered Project issues. The PAC is authorized to assist in fostering informal resolution of disputes about compliance with the Targeted Hiring Requirements and other obligations of this Agreement. PAC procedures and actions shall not affect any party's rights under the dispute resolution system set forth in Article XVI below.

9.3 Review of Records. Each Contractor and Subcontractor shall provide compliance data for each project every thirty (30) days as set forth in Article 10.2. Public Owners shall provide the ROC and PAC with compliance reports regarding active projects on a monthly basis.

ARTICLE X

Workforce Diversity Program Requirements

10.1 Workforce Diversity.

A. Establishment of Goals. The Public Owners, Unions, Prime Contractors and Subcontractors share the goal of ensuring diversity and widespread opportunity in workforces constructing Covered Projects and in apprenticeship enrollment and utilization. To that end, Public Owners are applying this Workforce Diversity Program Requirement to Covered Projects. Pursuant to the Construction Career Pathways Regional Framework, the Workforce Diversity Goals are as follows, for each Prime Contractor and Subcontractor, in each Trade.

B. Diversity Goals, Timeframe, and Procedures.

1. Goals and Timeframe. Workforce Diversity Goals increase by year as this Agreement is implemented. Public Owners shall periodically review these goals after the second and fourth year of implementation, in consultation with the Regional Oversight Committee.

For each Subcontractor, and for each Prime Contractor directly employing workers to perform Covered Work, in each Trade the percentage of journey-level and apprentice level Covered Work hours to be performed by women and woman-identified persons are as follows:

2022: 8%
2023: 9%
2024: 10%
2025: 12%
2026: 14%

For each Subcontractor, and for each Prime Contractor directly employing workers to perform Covered Work, in each Trade the percentage of journey-level and apprentice level Covered Work hours to be performed by people of color are as follows:

- 2022: 21%
- 2023: 22%
- 2024: 23%
- 2025: 24%
- 2026: 25%

This section establishes separate goals for journey-level and apprentice-level Covered Hours as set forth above, and journey-level and apprentice-level utilization shall be tracked and reported separately in each Trade. Apprentice-level goals apply only in apprenticeable Trades.

The percentage goals applicable to a Covered Project are those in effect in the year in which the Prime Contractor becomes contractually obligated to perform Covered Work on the Covered Project. If this Agreement is extended beyond 2026, then the 2026 goals shall apply, unless otherwise agreed by the Parties.

2. Procedures. Prime Contractors and Subcontractors shall attempt to satisfy the goals set forth in Section 10.1.B.1 by (i) assigning current crew members to perform Covered Work; (ii) following the steps set forth in Sections 7.5.A and 7.5.B; and (iii) if the goals are not satisfied after following such steps, considering qualifying workers available from other sources. Prime Contractors and Subcontractors that follow these procedures in good faith and with concerted efforts to identify and retain Equity Workers shall not be considered in non-compliance for failure to meet the goals set forth in Sections 10.1.B.1.

C. Overall Apprentice Utilization Goal and Hiring Procedures.

1. Twenty Percent Goal. For each Subcontractor, and for each Prime Contractor directly employing workers to perform Covered Work, in each Trade at least 20% of all Covered Work hours shall be performed by apprentices in a BOLI-registered or BOLI-recognized program. This goal applies only to Subcontractors performing at least \$100,000 of Covered Work and 300 hours of construction labor on a project, and to Prime Contractors directly employing workers to perform at least \$100,000 of Covered Work and 300 hours of construction labor on a project. If a first tier Subcontractor provides only supervision, contract management, or materials, and subcontracts a portion of its work to a second tier Subcontractor, the 20% apprenticeship utilization goal shall apply to the second tier Subcontractor, even if the resulting second tier subcontract does not meet the threshold requirements described above, as long as the second tier Subcontractor provides labor hours on the project job site. Work of a prime or first tier Subcontractor shall not be divided into smaller subcontracts for the purpose of avoiding the apprentice utilization requirements.

2. Use of Established Programs. For all requests for referrals of apprentices, Prime Contractors and Subcontractors shall initially utilize only programs that have been BOLI-

registered or BOLI-recognized and in good standing for at least five years (“established programs”). For referral of categories of apprentices needed to satisfy Workforce Diversity Program Requirements, Prime Contractors and Subcontractors shall follow procedures set forth in Section 7.5(b) with regard to established programs. If a needed apprentice is not available through contact with established programs as described herein, the Contractor or Subcontractor may request transfer of a qualified apprentice through other apprenticeship programs that have are BOLI-registered or BOLI-recognized to an established program, and shall comply with Section 7.5 with regard to satisfaction of Workforce Diversity Program Requirements.

3. Procedures to Satisfy Goals. Prime Contractors and Subcontractors shall attempt to satisfy the goal set forth in Section 10.1.C.1 by (i) assigning current crew members to perform Covered Work; (ii) following the steps set forth in Sections 7.5.B, and 10.1.C.2; and (iii) if the goal is not satisfied after following such steps, considering qualifying workers available from other sources. Prime Contractors and Subcontractors that follow these procedures in good faith and with concerted efforts to identify and retain apprentices shall not be considered in non-compliance for failure to meet the goal set forth in Section 10.1.C.1.

10.2 Recordkeeping. Prime Contractors, Subcontractors and Unions shall provide Public Owners with all information necessary to determine compliance with the Workforce Diversity Program Requirements and related provisions of this Agreement. Such records shall be provided through payroll reporting systems and in any additional format established by each Public Owner for that Public Owner’s projects, and shall be provided no less frequently than on a monthly basis. Reported data shall be disaggregated by race, gender, construction trade, and journey-level and apprentice hours. In the event that the Prime Contractor or Subcontractor fails to provide requested information, such failure shall constitute a material breach of this Agreement and the Prime Contract, and permit the imposition of any of the remedies set forth in this Agreement or the Prime Contract with regard to noncompliance, including the withholding of all or part of progress payments.

10.3 Enforcement of Workforce Diversity Program Requirements. Prime Contractors’ and Subcontractors failure to comply with the Workforce Diversity Program Requirements impairs the Public Owners’ efforts to promote workforce equity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Provisions of this Agreement related to implementation of Workforce Diversity Program Requirements may be enforced through either the procedures of Article 16 of this Agreement, or through enforcement procedures set forth in Prime Contracts. Remedies for failure to comply with Workforce Diversity Program Requirements include those set forth in Article 16 and under the Prime Contracts.

10.4 Recruitment and Retention Strategies. Prime Contractors, Subcontractors and Unions shall take the following steps to recruit and retain a diverse workforce:

A. Prior to the start of construction, the Prime Contractor shall meet with the Unions and the Owner for the purpose of reviewing this Agreement and the projection of the workforce needs over the course of construction of each Covered Project.

B. Prime Contractors, Subcontractors and Unions shall work aggressively to recruit women and people of color for Covered Projects.

C. On at least an annual basis, Unions and Public Owners shall conduct or designate one or more events with women and people of color to enlist their assistance as recruiters and solicit their ideas on how to increase employment of underutilized groups. Such events shall be conducted or designated to function as recruiting sites for underutilized groups of workers, and shall be developed and operated in connection with local pre-apprenticeship programs. Prime Contractors, Unions, and each Subcontractor, in each case working on a Covered Project at the time of the events, shall attend and participate in such events.

D. Each Prime Contractor and Subcontractor shall provide all apprentices referred to such Prime Contractor or Subcontractor a fair chance to perform successfully, allowing for possible lack of previous experience, and shall recognize that such Prime Contractor or Subcontractor is responsible for providing on-the-job training and that all apprentices should not be expected to have previous experience.

E. Prime Contractors, Subcontractors and Unions shall participate in job fairs, school-to-work, and community events to recruit women and people of color into the construction trades. The Prime Contractors, Subcontractors and Unions shall participate at least semi-annually for the duration of a Covered Project.

F. The Prime Contractor shall allow scheduled job site visits by participants in community programs, in conformance with the Prime Contractor's Project safety plan and requirements, to increase awareness of job and training opportunities in the construction trades.

G. Prime Contractors and Subcontractors shall ensure that their employees performing Covered Work are knowledgeable about the Prime Contractor's or Subcontractor's policies if they need to report a harassment problem. Prime Contractors will provide a complete orientation to the job site to all workers performing Covered Work, including procedures for reporting problems, and expected crew behaviors.

H. Prime Contractors and Subcontractors shall be BOLI-recognized Training Agents and abide by the apprenticeship standards of the BOLI-registered or BOLI-recognized program for the appropriate craft(s) from which they employ apprentices. Prime Contractors and Subcontractors shall make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards. Public Owners shall have the right to review training plans, apprentice work progress reports and hiring/worker retention to ensure compliance with this Agreement.

I. Each Prime Contractor and Subcontractor will review and disseminate, at least annually, their EEO policy and affirmative action obligations under this Agreement with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.

J. Prime Contractors and Unions shall regularly provide cultural competency training to all managers, supervisors and principals, and conduct a review, at least annually, of their adherence to and performance under EEO policies and any affirmative action obligations.

K. Prime Contractors and Unions shall take steps to reduce feelings of isolation among racial and ethnic minorities and women by making every attempt to have several racial and ethnic minorities and women at the job site and by informing such workers about available support systems.

L. Prime Contractors shall provide adequate toilet facilities for women on the job site, by maintaining a clean, accessible and locked toilet for female craft employees, and by removing graffiti immediately to help create a respectful environment.

M. Prime Contractors, Subcontractors, and Unions shall team minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a late-term or journey-level mentor.

N. Prime Contractors, Subcontractors, and Unions shall maintain documentation of their compliance with the recruitment and retention strategies set forth above and shall submit such documentation to the Public Owners and the Regional Oversight Committee when requested, but not more frequently than semi-annually.

10.5 Anti-Harassment Protections. Prime Contractors, Subcontractors, Unions and Public Owners shall maintain Covered Project sites as harassment-free workplaces, and shall maintain a welcoming and open environment toward women, people of color, and all protected classes. The Parties shall work collaboratively to develop strengthened anti-harassment systems, and shall identify quality training programs regarding respectful workplaces and avoidance of harassment and discrimination on job sites. Unions, Prime Contractors and Subcontractors shall participate in such systems and programs as required by a Public Owner for that Public Owner's Covered Projects.

10.6. No Discrimination. The parties recognize and agree that the discrimination against and the harassment of an individual because of the individual's sex, gender identity/expression, race, religion, age, national origin or disability, and other state or federally protected class is adverse to the interest of workers, Unions, Prime Contractors, Subcontractors, and Public Owners. Such discrimination and harassment is prohibited by this Agreement, and constitutes grounds for discipline against employees, and contractual remedies against parties that initiate, permit, or facilitate it. It is the duty of the employer to provide a work environment free from unlawful discrimination, workplace harassment, and sexual harassment. It is the duty of employees to conduct themselves in a professional and respectful manner. It is the duty of Unions and Public Owners to prohibit and avoid discrimination and harassment in all operations related to Covered Projects. Those in leadership, supervisory, or management roles shall be held to a higher standard and must be proactive in creating and maintaining operations free of harassment and discrimination.

ARTICLE XI
Apprentice Utilization

11.1 Apprenticeship Hours Requirement. Prime Contractors and each Subcontractor shall comply with the apprentice utilization percentage requirement set forth in Section 10.1.

11.2 Enrollment of Apprentices in Joint Apprenticeship Training Committees. This Agreement is adopted in conjunction with efforts by Unions to revise admissions, enrollment, and referral requirements for JATCs in order to substantially increase enrollment of women and people of color, and to facilitate implementation of the Workforce Diversity Program Requirement on Covered Projects. Unions shall take all steps under their control toward such revisions, and shall collaborate with JATCs in efforts needed to assist Prime Contractors and Subcontractors in satisfying the Workforce Diversity Program Requirements.

11.3 Prevailing Wages. Prime Contractors and Subcontractors shall compensate apprentices performing Covered Work at rates no less than as are required by the applicable BOLI Prevailing Wage Rate. Union contractors shall compensate apprentices at rates set forth in the applicable Master Labor Agreement. Apprentices must be enrolled in state-approved apprenticeship programs during all of the hours worked on a Covered Project.

11.4 Former Apprentices. Prime Contractors and Subcontractors shall not utilize workers previously employed at a journey-level or those who have successfully completed a training course leading to journey-level status to meet the apprentice utilization requirement, except that apprenticeship hours can be counted for up to one year after the apprentice journeys out, so long as the worker is employed on the same project as when they completed their apprenticeship.

11.5 Apprentice Retention.

A. After an apprentice has started work on a Covered Project, the Prime Contractor or Subcontractor employing such apprentice shall provide feedback to the apprentice's dispatch source as to the performance of the apprentice (both positive and negative feedback), such feedback shall include feedback from the apprentice's direct supervisor indicating specific areas where the apprentice is excelling and needed areas for improvement.

B. If an apprentice is not meeting the expected needs of the Prime Contractor or Subcontractor employing such apprentice, the apprentice's direct supervisor shall inform such Prime Contractor or Subcontractor, the dispatch source, and the apprentice of needed areas for improvement. Prime Contractors and Subcontractors shall match expectation of apprentice performance with the stage of apprenticeship and path to journey level worker.

C. Prime Contractors and Subcontractors shall take into consideration that one intent of this Agreement is to provide for training and development of apprentices in the construction trades. Therefore, Prime Contractors and Subcontractors shall provide a newly dispatched

apprentice a minimum “mentoring” period of three business days in an effort to teach and seek improvement in such apprentice’s needed areas for improvement.

D. Following the above three-day mentoring period, the subject Prime Contractor or Subcontractor shall inform the dispatch source that the apprentice has either improved and will be retained, or is not improving and will need to be replaced.

E. If an apprentice is removed from employment, the subject Prime Contractor or Subcontractor shall debrief the apprentice and the dispatch source of needed areas for improvement with the goal of providing the necessary feedback that allows the dispatcher and the apprentice to continue the apprentice’s development of the skills needed to continue on the path to journey level competency.

F. The subject Prime Contractor’s or Subcontractor’s hiring supervisor shall inform the dispatch source if an apprentice is relieved of duties and what follow up action is planned (request for new apprentice, etc.).

ARTICLE XII **Veterans’ Helmets to Hardhats**

12.1 The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

ARTICLE XIII **Equity Contracting**

13.1 Equity Contracting. The Parties share the goal of preventing discrimination and ensuring widespread opportunity in business participation in construction of Covered Projects. To that end, Public Owners are applying Equity Contracting Program Requirements to Covered Projects, regarding subcontract awards and participation. Public Owners’ Prime Contracts and bid

documents for Covered Projects, set forth program detail, including recordkeeping requirements, based on legal parameters and other factors relevant to that Public Owner's projects.

13.2 Enforcement of Equity Contracting Program Requirements. Provisions for enforcement of Equity Contracting Program Requirements shall be set forth in Prime Contracts.

13.3 Recordkeeping. Recordkeeping and compliance reporting obligations of Prime Contractors and Subcontractors shall be as set forth in Prime Contracts and subcontracts thereto.

13.4 Modified Provisions for Equity Contractors. Equity Contractors that are awarded work on a Covered Project shall execute the Letter of Assent (Attachment A) in accordance with Section 6.2 hereof, but Equity Contractors and their employees performing work on a Covered Project shall be exempt from compliance with certain obligations otherwise applicable to Prime Contractors and Subcontractors under this Agreement. Provisions of this Section 13.4 apply only to non-signatory contractors; this section does not affect obligations of signatory contractors pursuant to Master Labor Agreements. These exemptions include the following protections and exclusions for Equity Contractors and their employees:

A. Equity Contractors may utilize Core Employees without regard to the order and ratio set forth in Section 7.4.B.

B. Equity Contractors' employees shall not be required to join any union, including the Unions, and no contributions to unions, their benefit programs or trust funds shall be required by or on behalf of Equity Contractor employees.

C. Equity Contractors and their employees shall not be required to pay representation fees, initiation fees, union dues, check-offs, fines or any other payments to union benefit programs or trust funds.

ARTICLE XIV

Competitiveness in Project Construction

14.1 Competitiveness in Subcontracting. Because of the specialized nature of certain aspects of construction of the many Covered Projects, and because of the importance of cost control and efficiency in financing and construction of Covered Projects, the Parties have agreed to the provisions set forth in this Section 14.1 to ensure competitiveness in subcontract awards in construction of Covered Projects.

A. Process.

1. **Re-Bid Process.** If in initial efforts to prepare a bid or proposal for a prime contract for a Covered Project, a prospective Prime Contractor receives fewer than three bids from

Qualified Subcontract Bidders for a particular scope of work, then the scope of work in question may be re-bid. In such case, the Prime Contractor shall provide notice to the Trades Council and the PNWRCC that it is going to re-bid the scope of work, with a due date no less than ten calendar days from notification and availability of bid documents to the Trades Council and the PNWRCC. The Trades Council, the PNWRCC and Unions may encourage additional subcontractors to submit bids. The prospective Prime Contractor shall provide bid specifications and any other information required for bid submission to the Trades Council and the PNWRCC promptly upon request. The term “Qualified Subcontract Bidder” means a licensed, financially qualified contractor with experience in the type of work required, that is a High Road Contractor, that is capable of meeting the job schedule, and that has submitted a commercially reasonable bid, is bondable, carries appropriate insurance, and is otherwise capable of satisfying all requirements of the bid specifications.

2. Subcontract Award. If after the Initial Re-Bid Process there are still fewer than three Qualified Subcontract Bidders submitting bids for one or more of the subcontracts in question, then the prospective Prime Contractor may award the subcontract for that scope or work to a contractor that has not yet submitted a bid, without application of this Agreement.

B. Public Owner Approval and Monitoring. A prospective Prime Contractor’s utilization of this provision must be approved by the applicable Public Owner in order to be effective. A prospective Prime Contractor may utilize this exemption only if during initial outreach it followed local industry-standard outreach efforts to recruit bidders. Prospective Prime Contractors utilizing this provision to award a subcontract on a Covered Project without application of this Agreement shall provide to the Public Owner documentation of the outreach efforts and bids received during initial bid and re-bid processes, in order to allow verification of compliance.

C. Five Percent Cap. Utilization of this provision may exempt from application of this Agreement no more than 5% of the dollar value of the Prime Contractor’s bid or initial estimated construction cost.

ARTICLE XV Technical Assistance Fund

15.1 Each Public Owner shall establish or has established a dedicated set-aside fund to be used to support diversity and opportunity efforts, including through efforts to advance the skills,

knowledge, and ability of workforce and subcontractors (“Technical Assistance Fund”), as set forth in the applicable Public Owner Attachment.

For Public Owners establishing Technical Assistance Funds during the term of this Agreement:

A. Not less than 75% of each Public Owner’s Technical Assistance Fund grants or expenditures shall be directed toward training, supportive services, recruitment, advancement, and other strategies and supportive services for Equity Workers. The remaining percentage of Technical Assistance Fund grants or expenditures may be used to provide technical assistance to Equity Contractors and costs of administration. Technical Assistance Funds will support the following:

B. Training opportunities for community residents through BOLI-approved Pre-Apprenticeship programs, qualified Equity Contractors, and Helmets to Hardhats participants that have a documented track record of commitment to the advancement of diversity and to remediation of the under-inclusion of racial and ethnic minorities and women in the construction industry and trades.

C. Assistance to Equity Contractors to comply with Workforce Diversity Program Requirements on Covered Projects, secure bonding and obtain the technical assistance and business support necessary to successfully complete a contract.

D. The recruitment, training, and hiring of a qualified, diverse workforce. This may include participation in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades.

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

F. Support the ability of community members to participate in oversight efforts.

The awarding of grants or contracts for the services related to the Technical Assistance Fund shall take place through a competitive application process, administered and coordinated by Public Owners establishing the Fund in consultation with the appropriate regional workforce board and with guidance from the Regional Oversight Committee.

ARTICLE XVI **Dispute Resolution**

16.1 Disputes Regarding Violations of Master Labor Agreements. Disputes in which a party alleges a violation of a Master Labor Agreement shall be resolved under the grievance procedure contained in that Master Labor Agreement. However, a Non-Referred Employee who is not a

Union member and is party to a dispute may choose to have that dispute resolved through the provisions of this Article XVI.

16.2 Disputes Regarding Jurisdictional Assignments. Resolution of disputes regarding craft jurisdiction shall be resolved pursuant to the terms set forth in Article IV.

16.3 Disputes Regarding Violations of Non-Disruption Provisions. Resolution of disputes regarding violations of Article V shall be resolved pursuant to the terms set forth therein.

16.4 Disputes Regarding Other Violations of this Agreement. Disputes between a Union, a Prime Contractor, a Subcontractor, and/or a Public Owner based on an alleged violation of this Agreement, other than disputes described in Sections 16.1–16.3, shall be resolved through the following process. The relevant Public Owner shall administer the steps below, through selection of an arbitrator.

Step 1: The grieving party will provide written notice to the responding party (with a copy to the relevant Public Owner) of the existence of a dispute based on an alleged violation of this Agreement, with notice provided to addresses on file with the Public Owner. The Public Owner will provide copies of the written notice to all members of that Project’s Public Advisory Committee established in Article 9.2 (“PAC”). The written notice of dispute will provide a brief description of the factual basis of the dispute, including identification of the Agreement provision(s) allegedly violated by the responding party.

Step 2: Within five business days after receipt of the written notice of dispute, representatives of the parties to the dispute shall meet, either in person or via telephone, and attempt to resolve the dispute in good faith. The Public Owner shall have the ability to participate in this meeting.

Step 3: If the parties to the dispute are unable to satisfactorily resolve the dispute within 48 hours of the conclusion of the Step 2 meeting, the grieving party shall, within five business days after the Step 1 meeting, provide a written request to the Public Owner (with copies to the other parties to the dispute) to discuss the dispute and detailing the factual basis of the dispute, identifying the Agreement provision(s) allegedly violated by the responding party, and describing the parties’ efforts to resolve the dispute. The representatives of the parties to the dispute shall meet in person within 5 business days (or such longer time as all of the involved parties mutually agree) after receipt of the request to discuss the dispute. The Public Owner shall have the ability to participate in this meeting, and to join as a party to the grievance on either side, at this stage. If the dispute is not resolved with agreement of all parties within 48 hours of the conclusion of the Step 3 meeting, the dispute may be submitted to final and binding arbitration, as described in Step 4, below.

Step 4: If the parties to the dispute are unable to satisfactorily resolve the dispute within 48 hours of the Step 3 meeting, any party may, within five business days of the conclusion of the Step 3 meeting, request in writing to the Public Owner (with copies to other parties) that the dispute be settled by arbitration administered by Arbitration Service of Portland (“ASP”) or the Federal

Mediation & Conciliation Service. Any arbitration must be held within thirty (30) days of being referred to arbitration, or as quickly as possible under arbitration service rules and arbitrator availability.

16.5 The arbitrator's decision shall be final and binding upon the parties to the dispute. In cases for which the arbitrator finds a violation of this Agreement, the arbitrator may order cessation of the violation and other appropriate relief, and such award shall be served on all parties to the dispute and the relevant Public Owner. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. Should any party seek judicial enforcement of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

16.6 The time limits specified in any step of the dispute resolution procedures set forth in Section 16.3 may be extended by the mutual written agreement of the parties to the dispute. However, failure to process a dispute, or failure to submit written notice within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute without prejudice or without precedent to the processing and/or resolution of like or similar disputes.

16.7 In order to encourage the resolution of disputes at Steps 2 and 3 of the dispute resolution procedure, the Parties agree that any settlements made during such steps shall not be precedent-setting.

16.8 The parties to a dispute shall each bear their own costs of participating in Steps 1 through 3 of the dispute resolution procedure. The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (e.g., conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration proceeding.

16.9 The Parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by Parties based on a Prime Contractor's or Subcontractor's failure to comply with certain terms of this Agreement. The Parties further agree that it is difficult, if not impossible, to determine the cost when such violations occur. Therefore, if a Prime Contractor or Subcontractor is found by the arbitrator to have violated any of the following sections, the arbitrator shall order the Prime Contractor or Subcontractor to pay liquidated damages in the following amounts:

1. \$1000 per instance, or per day of a continuing violation, for a violation of Section 6.2 or 6.3;
2. \$250 per day for failure to provide records as required by Section 10.2;
3. \$1000 per missed training session required pursuant to Section 10.5;
4. for violations of Section 10.1.B.2, \$75 per hour by which the Prime Contractor or Subcontractor fell short of each or any of the percentage goals set forth in Section 10.1.B.1;

5. for violations of Section 10.1.C, \$75 per hour by which the Prime Contractor or Subcontractor fell short of the apprentice hiring goal set forth in Section 10.1.C.1.

Liquidated damages awarded pursuant to this Section are independent of any liquidated damages that may be assessed due to any delay in the project caused by Prime Contractor's or Subcontractor's failure to comply with other provisions of the Prime Contract. Public Owners shall make good faith efforts to invest liquidated damages into efforts to advance the skills, knowledge, and ability of workforce and subcontractors; and training, supportive services, recruitment, advancement, and other strategies and supportive services for Equity Workers, where feasible pursuant to existing accounting and financial systems.

16.10 Failure to meet the requirements of this Agreement impairs the Public Owners' efforts to promote workforce and contracting diversity and to advance public interests in expenditure of public funds. In case of violation of this Agreement, the affected Public Owner at its discretion may take any or all of the following actions pursuant to Prime Contracts:

A. Withholding Progress Payments – The Public Owner may withhold all or part of any progress payment or payments until the Prime Contractor or Subcontractor has remedied the breach of this Agreement. In the event that progress payments are withheld, the Prime Contractor or Subcontractor shall not be entitled to interest on said payments. If a Subcontractor is responsible for noncompliance of the workforce Program requirements, the Public Owner may choose to withhold only the Subcontractor's portion of the progress payment.

B. Notification of Possible Debarment – By executing this Agreement or the Letter of Assent, as the case may be, the Prime Contractor and Subcontractors agree they have been notified that failure to comply with the requirements this Agreement may lead to the Prime Contractor's or Subcontractor's disqualification from bidding on and receiving other Owner contracts, pursuant to Public Owners' established laws and procedures in cases of failure to satisfy material terms of contracts.

C. Other Remedies – The remedies that are noted above do not limit any other remedies available to the Public Owner in the event that the Prime Contractor or Subcontractor fails to meet the requirements of this Agreement.

ARTICLE XVII

Miscellaneous

17.1 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of the State of Oregon or the United States, that provision or those provisions shall be deemed to be null and void and shall be deemed severed from this Agreement, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. Should any portion of this Agreement be deemed null and void, the Parties will promptly meet and negotiate a substitute, if possible, for the provision invalidated.

17.2 Entire Agreement; Amendments. This Agreement contains the entire agreement between the Parties, and no rights are created in favor of any such party on account of any condition or event other than as specified or expressly contemplated in this Agreement. Changes to the body of this Agreement may be made at any time, but only by the mutual, written agreement between all of the Trades Council, the PNWRCC, and all Public Owners. Any Public Owner may modify terms of its Public Owner Attachment with written agreement between that Public Owner, the Trades Council, and the PNWRCC.

17.3 Effective Date. This Agreement becomes effective on the first date by which it has been executed by the Trades Council, all Unions whose signature lines are listed below, and at least one Public Owner. Additional public entities may become parties to this Agreement by execution of a Public Owner Attachment executed by that public entity, the Trades Council, and the PNWRCC. This Agreement applies only to Covered Projects owned and operated by Public Owners that have executed this Agreement.

17.4 A. Term. The term of this Agreement shall be from the Effective Date through the five-year anniversary of the Effective Date.

B. Review Prior to Expiration. Six months prior to the five-year anniversary of the Effective Date, the Project Advisory Committee, the Regional Oversight Committee, and the Parties shall review the effectiveness of this Agreement at advancing its stated purposes and any effects it may have on public construction in the region, and regional workforce and contracting trends and opportunities.

C. Application to Prime Contracts. If the Term of this Agreement expires pursuant to Section 17.4.A, it continues in effect with regard to any Covered Project for which the Prime Contract was entered into by that Public Owner prior to such expiration or termination, until the completion of performance of such Prime Contract.

17.5 Termination. This Agreement may be terminated with regard to any Public Owner by either (i) that Public Owner, in case of repeated, material breaches of this Agreement by one or more Unions on that Public Owner's Covered Projects; or (ii) the Trades Council and Unions, in case of repeated, material breaches of this Agreement by that Public Owner. In each case, the Party moving to terminate shall file an arbitration action pursuant to Section 16.4, and may terminate after a determination by an Arbitrator that the standard set forth in this Section 17.5 has been satisfied. Termination of this Agreement regarding any Public Owner shall not affect effectiveness of this Agreement with regard to remaining Parties.

17.6 Interpretation of Agreement. This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.

17.7 No Joint Liability. It is understood that the liability of each Prime Contractor, each Subcontractor, and each Union shall be several and not joint. Each Union agrees that this Agreement does not have the effect of creating any joint employment status with any Public Owner and/or any Prime Contractor or Subcontractor.

17.8 No Offer. The submission by any party of this instrument to any other party for examination, negotiation or signature does not constitute an offer of, an option for, or a representation by the submitting party regarding a prospective agreement under the terms and conditions set forth herein. This agreement shall be effective if and when (and only if and when) it has been executed and delivered in accordance with Section 17.3.

17.9 Nonwaiver. Failure by any Party, or any Prime Contractor or Subcontractor, to enforce strictly or promptly any provision of this Agreement shall not constitute a waiver of the same, and such provision may be asserted at any time after said party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.

17.10 Time of Essence. Time is strictly of the essence of each and every provision of this Agreement.

17.11 Successors; Assigns. This Agreement shall be binding on the heirs, successors, assigns and personal representatives of the Parties and the Prime Contractors and Subcontractors.

17.12 Signature; Counterparts. This Agreement may be executed by original, electronic signature, or facsimile signature; and in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

Public Owners become parties to this Agreement through execution of Public Owner Attachments.

Columbia-Pacific Building and Construction Trades Council
(on behalf of Trades Council only; affiliate signatures below)

By: Willy Myers
Name: Willy Myers
Title: Exec. Sec. - Treasurer

Signatory Union(s):

Bricklayers and Allied Craftworkers
Local #1 Oregon (Refused for now)

By: _____
Name: _____
Title: _____

Heat and Frost Insulators Local 36

By: Walt Caudle
Name: Walt Caudle
Title: Business Manager

Cement Masons Local 555

By: [Signature]
Name: Geoffrey L. Kossak
Title: Business Manager

IBEW Electricians Local 48

By: [Signature]
Name: Garth Bachman
Title: Business Manager/Financial/Secretary

Elevator Constructors Local 23

By: [Signature]
Name: Randy Carreras
Title: Business Manager

Glass Workers Local 740 (IUPAT DC5)

By: [Signature]
Name: Mike James
Title: BR

Iron Workers Local 29

By: [Signature]
Name: Jason Fussell
Title: FS-T/BM

Laborers Local 737

By: [Signature]
Name: Jack Colver
Title: BM/Sec-Treasurer

**Operating Engineers Local 701
(Refused)**

By: _____
Name: _____
Title: _____

**Linoleum Layers Local 1236 (Floor
Coverers IUPAT DC5)**

By: [Signature]
Name: David Winkler
Title: Business Representative

Painters Local 10 (IUPAT DC5)

By: [Signature]
Name: Scott Oldham
Title: LABOR REPRESENTATIVE

Plasterers Local 82

By: [Signature]
Name: Kent Sicles
Title: B.M.

Roofers Local 49

By: [Signature]
Name: Russ Garnett
Title: BUS Manager/FS

Sprinklerfitters Local 669

By: [Signature]
Name: Steven Perry
Title: BA for Brian Dunn

Sheet Metal Workers Local 16 (SMART)

By: _____
Name: _____
Title: _____

(Refused)

Boilermakers Local 242

By: _____
Name: _____
Title: _____

Electronic Sig.

UA Plumbers and Steamfitters Local 290

By: _____
Name: _____
Title: _____

(Refused)

Pacific Northwest Regional Council of Carpenters

By: _____
Name: _____
Title: _____

Drywall Finishers Local 101

By: Kirk E. Malcom
Name: Kirk E Malcom
Title: Business Agent

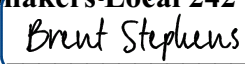
Teamsters Local 162

By: William W. Elzie
Name: BILL ELZIE
Title: BUSINESS AGENT

Sheet Metal Workers Local 16 (SMART)

By: _____
Name: _____
Title: _____

Boilermakers Local 242

By: 
Name: Brent Stephens
Title: Business Manager/Secretary Treasurer

UA Plumbers and Steamfitters Local 290

By: _____
Name: _____
Title: _____

Pacific Northwest Regional Council of Carpenters

By: _____
Name: _____
Title: _____

Drywall Finishers Local 101

By: _____
Name: _____
Title: _____

Teamsters Local 162

By: _____
Name: _____
Title: _____

Sheet Metal Workers Local 16 (SMART)

By: _____
Name: _____
Title: _____

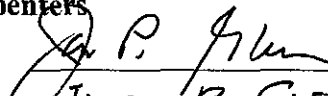
Boilermakers Local 242

By: _____
Name: _____
Title: _____

UA Plumbers and Steamfitters Local 290

By: _____
Name: _____
Title: _____

Pacific Northwest Regional Council of Carpenters

By: 
Name: JAMES P. GLEASON
Title: URC SUPERVISOR

Drywall Finishers Local 101

By: _____
Name: _____
Title: _____

Teamsters Local 162

By: _____
Name: _____
Title: _____

Attachment A: Letter of Assent

REGIONAL WORKFORCE EQUITY AGREEMENT

Letter of Assent

The undersigned, as subcontractor ("Subcontractor") contracted to perform construction work as part of a public project (the "Project") subject to the Regional Workforce Equity Agreement (the "Agreement"), a copy of which is attached hereto and by this reference incorporated herein, for and in consideration of the award of a contract to perform work on the Project:

1. accepts and agrees to be bound by the terms and conditions of this Letter and the Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, may subject the non-complying Subcontractor or Subcontractor's employee(s) to being prohibited from entering the Project site until and unless full compliance is obtained, and to additional enforcement actions and remedies as set forth in the Agreement;

2. certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of this Letter and the Agreement; and

3. agrees to secure from any of its subcontractors at any tier, a duly executed Letter of Assent in form identical to this document a minimum of two (2) weeks prior to that subcontractor's commencement of any work on the Project.

Dated: _____

Subcontractor: _____

By:

Name: _____

Title: _____

Attachment B: Public Owner Attachments

Public Owner Attachment: Metro

I. Application of Regional Workforce Equity Agreement for Metro Projects.

By execution below, Metro indicates its assent to the terms of the Regional Workforce Equity Agreement to which this is attached (the “Workforce Agreement”) for application to the following projects (“Covered Projects”):

All construction projects for which the prime contract is awarded by Metro and has construction contract costs valued at over \$5 million at time of award.

Union parties have agreed to terms of the Regional Workforce Equity Agreement as of [date].

II. Federally-funded Projects.

If a Covered Project is federally-funded, Metro may apply alternative Workforce Diversity Program Requirements, to fulfill requirements of Executive Order 11246 or other federal laws, regulations, or contract terms. On projects to which federal hiring requirements apply, hiring goals and categories of targeted workers replace the categories set forth in Sections 10.1.B, and shall be achieved and implemented through hiring procedures and monitoring systems set forth in the Workforce Agreement for Workforce Diversity Program Requirements.

Union parties have agreed to terms of the Regional Workforce Equity Agreement as of [date].

III. Metro Contracting Programs


For all Covered Projects, Metro will apply its Equity in Contracting Program in place at the time of contracting, which requires specific efforts to promote contracting opportunities for certified minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses. Current program details can be found at <https://www.oregonmetro.gov/how-metro-works/contract-opportunities/equity-contracting>. Prime contracts for such projects will require compliance with Metro’s current Equity in Contracting program.

Reference to the Equity in Contracting Program and Prime Contracts in this Attachment is for information purposes and does not confer, or in any other way give rise to, any right or obligation of any party other than Metro to enforce compliance with the Equity in Contracting Program or a Prime Contract subject to the Equity in Contracting Program requirements.

IV. Metro Workforce Support Development Fund

In accordance with the requirements in Section XV, Metro shall utilize its Workforce Support Development Fund. The fund is calculated as 1% of the construction costs of eligible Construction Career Pathways projects included in the 5 year Capital Improvement Plan.

By Execution below, Metro indicates assent to terms of the Workforce Agreement, and becomes a Party thereto.



Marissa Madrigal
Metro Chief Operating Officer
Date: 3.17.2022

Reviewed By:
Carrie MacLaren, Metro Attorney on behalf of Metro



Nathan Sykes, Deputy Metro Attorney

Public Owner Attachment: Multnomah County

I. Multnomah County Covered Projects

By execution below, Public Owner Multnomah County, an Oregon political subdivision (“Multnomah County”), executes and becomes a party to that certain Regional Workforce Equity Agreement to which this is attached (“Agreement”) for application thereof to the following projects (as defined in the Agreement, “Covered Projects” or, more specifically, as referenced herein, “Multnomah County Covered Projects”):

- (a) The alternative procurement building construction, reconstruction and renovation projects funded by the proceeds from the bonds authorized in Multnomah County Resolution No. 2020-103 (Library Capital Bonds), for which the prime contract is awarded by Multnomah County; and
- (b) Non-federally funded alternative procurement building construction, reconstruction or renovation projects, for which the prime contract is awarded by Multnomah County and for which the solicitation includes notice that the project will constitute a Covered Project under this Regional Workforce Equity Agreement.

II. Equity Contracting Program Requirements; Equity Contractors

For Multnomah County Covered Projects, Multnomah County will establish Equity Contracting Program Requirements through implementation of County program standards in furtherance of diversity and equity at the prime contract and subcontract levels. Additional information can be found at [Supplier Diversity Program | Multnomah County](#). Applicable standards will be established in the Prime Contract for each Multnomah County Covered Project.

III. Multnomah County Advisory and Oversight Committees

In addition to the committees authorized in Article IX of this Regional Workforce Equity Agreement, Multnomah County may, in its discretion, convene one or more committees to advise on the application of this Regional Workforce Equity Agreement to the Multnomah County Covered Projects. The County will invite the following community stakeholders to participate as members of such committees: National Association of Minority Contractors - Oregon (NAMC-Oregon); Oregon Association of Minority Entrepreneurs (OAME); Professional Business Development Group (PBDG); and LatinoBuilt. The Unions, the Pacific Northwest Regional Council of Carpenters, and the Columbia-Pacific Building and Construction Trades Council will participate as members of such committees at Multnomah County’s reasonable requests. Additional Committee membership will be determined in County’s discretion.

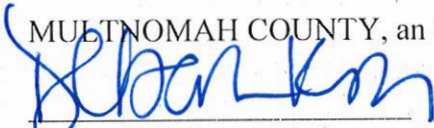
IV. Article XV Statement (Technical Assistance Fund)

In satisfaction of Article XV, Multnomah County maintains the Construction Diversity and Equity Fund (CDEF), with funding sources including 1% of the cost of new Multnomah County construction projects which exceed \$1 million and the cost of Multnomah County renovation projects which exceed \$200,000.

V. Skilled Workforce

Multnomah County and the Unions, Prime Contractors and Subcontractors share the goal of promoting the development of a skilled workforce in the community. To that end, as part of the Workforce Diversity Program Requirements, for each Subcontractor, and for each Prime Contractor directly employing workers to perform Covered Work, in each Trade, the percentage of journey-level and the percentage of apprentice-level Covered Work hours to be performed by one or more individuals domiciled in Multnomah County, Oregon, shall, for each, be 15%. In determining progress towards, or achievement of, this goal, hours worked by individuals domiciled in states other than Oregon will be excluded from the calculation.

MULTNOMAH COUNTY, an Oregon political subdivision

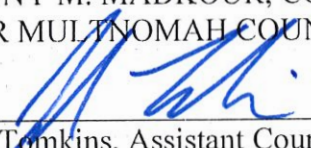


Deborah Kafoury, Chair

Date: 12 Nov 22

Reviewed By:

JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON



Jed Tomkins, Assistant County Attorney

[continued]

ASSENT: Pursuant to Section 2.1.B of the Agreement, by execution below, the Pacific Northwest Regional Council of Carpenters and the Columbia-Pacific Building and Construction Trades Council (on behalf of its affiliated Unions) agree to the incorporation of the terms and conditions of this “Public Owner Attachment: Multnomah County” into, and as part of, the terms and conditions of the Agreement.

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

Scott Schaefer

Printed Name: Scott Schaefer

Its: Oregon/ SW Washington Contract Administrator

Date: 6-3-2022

COLUMBIA-PACIFIC BUILDING AND CONSTRUCTION TRADES COUNCIL

Printed Name: _____

Its: _____

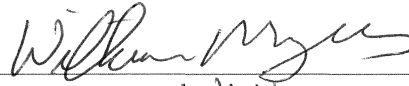
Date: _____

ASSENT: Pursuant to Section 2.1.B of the Agreement, by execution below, the Pacific Northwest Regional Council of Carpenters and the Columbia-Pacific Building and Construction Trades Council (on behalf of its affiliated Unions) agree to the incorporation of the terms and conditions of this "Public Owner Attachment: Multnomah County" into, and as part of, the terms and conditions of the Agreement.

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

Printed Name: _____
Its: _____
Date: _____

COLUMBIA-PACIFIC BUILDING AND CONSTRUCTION TRADES COUNCIL



Printed Name: Willy Myers
Its: Executive Sec. Treasurer
Date: 06/07/2022

Public Owner Attachment: City of Portland

I. Application and Term of Regional Workforce Equity Agreement for City of Portland Projects.

By execution below, the City of Portland indicates its assent to terms of the Regional Workforce Equity Agreement to which this is attached, for application to the following projects:

all construction projects procured using alternative contracting methods, for which the prime contract is awarded by the City of Portland, with an Engineer's Estimate valued at over \$5 million and that are not otherwise subject to federal funding requirements or certified public agency federal aid requirements that conflict with this Agreement.

Union parties have agreed to terms of the Regional Workforce Equity Agreement as of [date].

II. City of Portland Contracting Programs

For projects covered by the Regional Workforce Equity Agreement under Section I, above, the City of Portland will implement a series of programs and requirements aimed at ensuring diversity and equity at the prime contract and subcontract level on City construction projects. Program details can be found at [Social Equity in Contracting | Portland.gov](https://www.portland.gov/social-equity). Prime contracts for such projects will require compliance with requirements of applicable programs.

III. City of Portland Advisory Boards

For projects covered by the Regional Workforce Equity Agreement under Section I, above, the City of Portland may solicit feedback from an advisory board, whose purpose is to provide oversight and invite greater community input regarding the City's procurement practices and to ensure that City contracts are awarded fairly and efficiently. City Advisory boards provide a vehicle for community and city staff to collaborate on projects, provide valuable insights on our diverse community needs and interests and make periodic recommendations to City Council on how our processes might be improved.

IV. City of Portland Community Opportunities and Enhancement Program

For projects covered by the Regional Workforce Agreement under Section 1, above, the City of Portland's shall utilize its Community Opportunities and Enhancements Program (COEP) as the fund established under Article XV to help support diversity and opportunity efforts. The COEP is a collaborative, multi-bureau initiative with City Council, OEHR, bureau directors, construction project managers, and finance staff throughout the City. The Council has charged the Bureau of Revenue and Financial Services (BRFS) to collect one percent of the hard construction costs on all public improvement contracts executed at the City of Portland to aid in this effort.

By Execution below, the City of Portland indicates assent to terms of the Workforce Agreement, and becomes a Party thereto.

CITY OF PORTLAND

Biko Taylor

Biko Taylor, Chief Procurement Officer

Date: May 17, 2022

Reviewed by:

Macaen Mahoney

Macaen Mahoney, Deputy City Attorney

Attachment C: Craft Request Form

Regional Workforce Equity Agreement Craft Request Form

REQUEST FOR CRAFT EMPLOYEES

To the Contractor:

Please complete and transmit this form to the applicable Union or apprenticeship program to request craft workers that fulfill all hiring requirements for the Regional Workforce Equity Agreement project. After transmitting your request, **call the Local or the apprenticeship program to verify receipt and substantiate their capacity to furnish categories of workers as requested.** Please print your Transmission Verification Report and keep a copy of this request for your records.

To:

Name of Union or apprenticeship program: _____
 Fax# _____
 Date: _____

From:

Name of company: _____
 Name of individual sending request: _____
 Contractor Phone # _____

Please provide me with craft workers per the Regional Workforce Equity Agreement, to assist in fulfillment of project hiring requirements:

Journey-level workers:

Job/Craft Description	Number Requested – Women	Number Requested – People of Color	Number Requested: Other Category:	Number Requested – General Dispatch	Total Number Requested	Report Date

Apprentices (if applicable):

Job/Craft Description	Number Requested – Women	Number Requested – People of Color	Number Requested – Other Category:	Number Requested – General Dispatch	Total Number Requested	Report Date

Please have worker(s) report to the following work address indicated below:

Comments or special requirements:

Note:

This form should be used for all requests for dispatch for work pursuant to the Regional Workforce Equity Agreement, which contains Workforce Diversity Program Requirements applicable to all contractors. In the event that referral facilities are unable to fill the requisition of a contractor/ employer for qualified employees within a forty-eight hour period after such requisition is made by the contractor / employer the contractor/ employer shall be free to obtain work persons from any source.

Attachment D: High Road Contractor Checklist

Construction Career Pathways High Road Contractor Information

Please see Regional Workforce Equity Agreement (RWEA) for complete High Road Contractor requirements

CONTRACTOR INFORMATION (to be completed by prime and subcontractors)		
Your company name:		CCB #
Are you a *first-tier contractor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, will you be hiring sub-contractors: Yes <input type="checkbox"/> No <input type="checkbox"/>
Will you make the sub-contractors aware of *CBA & the requirement to complete this attachment: <input type="checkbox"/> Yes <input type="checkbox"/> No		
List sub-contractors to be used:		
SUBCONTRACTOR INFORMATION (to be completed only by subcontractors)		
Identify first tier contractor:		
Have you received a copy and reviewed the Regional Workforce Equity Agreement (RWEA): Yes No		
VIOLATIONS		
Have you had any final determination by BOLI of a willful violation within the last three years: Yes No		
Have you had any final determinations of an OSHA violation within the last three years: Yes No		
HEALTH COVERAGE		
Do you provide employee health coverage: Yes No <input type="checkbox"/> <input type="checkbox"/> (If yes, please provide policy information below)		
Does health plan offer an option for employee to enroll in full family health coverage? <input type="checkbox"/> <input type="checkbox"/> Yes No		
Insurance Company:		Policy #
APPRENTICESHIP		
Will you perform at least \$100,000 of work and over 300 work hours? <input type="checkbox"/>		
Which trades do you anticipate utilizing?		
Are you registered as a training agent for all crafts covered at the time of this bid submittal: Yes No		
If yes, please provide your BOLI Trade Agreement # <input type="checkbox"/>		
Trade:	Trade:	Trade:
BOLI Trade Agreement #	BOLI Trade Agreement #	BOLI Trade Agreement #
CERTIFICATION: I hereby certify that the foregoing information is true and correct.		
Print Name:	Signature:	Date:

Attachment E: Affiliated JATC Standards

UNION	Affiliated JATC	STANDARDS OF APPRENTICESHIP - EXCEPTIONS			
		Exception 9 – Contractual Requirement	Exception 5 – Pre-Apprenticeship	Exception 13 – Regional Workforce Agreement Language	Notes
EXCEPTION 9+5 OR 13 APPROVED					
UA Plumbers and Steamfitters Local 290	OR SW-WA NW-CA Plumbers & Steamfitters JATC	Have exception 9	Have exception 5	Have approved Exception 13	Confirmed per BOLI website 10/28/21
Cement Masons Local 555	Oregon & SW Washington Cement Masons JATC	Have exception 9	Have exception 5		Confirmed per BOLI website 10/28/21 BOLI standards are correct.
Operating Engineers Local 701	Oregon Columbia Heavy Equipment Operators JATC	Have exception 9	Have exception 5		Confirmed per BOLI website 10/28/21
Laborers Local 737	Oregon Laborers JATC	Have exception 9	Have exception 5		Confirmed per BOLI website 10/28/21
Pacific Northwest Regional Council of Carpenters	Pacific NW Carpenters JATC	Have exception 9	Have exception 5		
Iron Workers Local 29	Pacific NW Ironworker & Employer JATC	Have exception 9	Have exception 5		Confirmed per BOLI website 10/28/21
IBEW Electricians Local 48	NECA – IBEW Electrical JATC	Have exception 9	Have exception 5		Confirmed per BOLI website 10/28/21
PARTIAL					
Sheet Metal Workers Local 16 (SMART)	Sheet Metal JATC		Have exception 5		Local 16 reported that exemption 9 was added, as of 10/28/21 not reported on BOLI website
Linoleum Layers Local 1236 (Floor Coverers IUPAT SC5)	Oregon & SW Washington Floor Covering JATC		Have exception 5		Local 1236 reported discussion about 9, and approval of 13 as of 10/28/21 not reported on BOLI website
Painters Local 10 (IUPAT DC5)	Oregon & SW Washington Painters JATC		Have exception 5		Local 10 reported discussion about 13

Heat and Frost Insulators Local 36	Or SW-WA Heat & Frost Insulators & Allied Workers JATC		Have exception 5		Local 36 reported that exemption 9 was up for approval, as of 10/28/21; not reported on BOLI website
Glass Workers Local 740 (Glaziers)	Or & SW-WA Glaziers, Architectural Metal And Glass Workers JATC		Have exception 5		Local 740 reported conversations about 13
Drywall Finishers Local 101	Oregon/SW Washington Drywall Finishers JATC		Have exception 5		Local 101 reported conversations about 13
Plasterers Local 82	Oregon/SW Washington Plasterers Jac		Have exception 5		Local 82 indicated: Don't have exception 9, but can meet needs of contractor under RWEA, and BOLI standards are correct.
Roofers Local 49	Oregon & SW-WA Roofers & Waterproofers JATC				Local 49 indicated: Open hiring hall; employer can request off the list or they can send someone to the hall; they don't utilize exceptions but have ability to meet needs of contractors under RWEA.
Elevator Constructors Local 23	Oregon SW- Washington Elevator Industry JATC	Have exception 9			Local 23 confirmed applicability of standards last revised in 2018, with statement that the BOLI 2021 standards are not applicable
Bricklayers and Allied Craftworkers Local #1 Oregon	Oregon SW- Washington Mason Trades JATC		Have exception 5		Exception 9 not approved
Sprinkler fitters Local 669	UA Sprinkler Fitters Local 669 Joint Apprenticeship And Training Committee				No exceptions are listed on the 2019 standards

EXCEPTION LANGUAGE (Examples)

5. PRE-APPRENTICESHIP.

Graduates that have successfully completed pre-apprenticeship programs jointly approved by the OSATC and the committee during the preceding four years will be registered and placed at the bottom of the apprentice out of work list, providing that the applicant meets the current minimum qualifications. Such priority is granted without regard to race, color, religion, national origin, or sex.

9. CONTRACTUAL REQUIREMENT

A training agent, able to document the existence of a valid contractual requirement for specific percentages of minority and/or female apprentices on the job, may request that the sponsor pierce the ranked pool of eligibles to reach the top minority or female qualified applicant(s). The sponsor will record on the registration agreement, and in its minutes, the use of this exception and retain a copy of applicable bid specifications.

13. REGIONAL WORKFORCE EQUITY AGREEMENT

A training agent, able to document that it is working under the Regional Workforce Equity Agreement executed by the [relevant union] and subject to a contractual goal of specific percentages of people of color and/or female apprentices on the job, may request that the sponsor pierce the Out of Work List and, if necessary, the Ranked Pool of Eligibles, to reach the top person of color or female qualified applicant(s), and the sponsor shall fulfill this request and refer such worker to the job, as necessary for the training agent to satisfy such percentage goals. If there are no people of color or female applicants on the Out of Work List and the Ranked Pool of Eligibles, the sponsor shall notify the training agent. If the training agent then sends to the sponsor one or more people of color or female workers who are a graduates of local pre-apprenticeship programs or who otherwise meet the minimum qualifications set forth herein, the sponsor shall admit such workers into the apprenticeship and refer them to the job, as necessary for satisfaction of the percentage goals. The sponsor shall record on the registration agreement, and in its minutes, any use of this exception, and shall retain a copy of applicable bid specifications.

**CONSTRUCTION DIVERSITY AND INCLUSION POLICY
FOR ALTERNATIVE PUBLIC IMPROVEMENT CONTRACTS**

I. Purpose

Pursuant to the City of Portland (“City”) Social Equity Contracting Strategy, the Construction Diversity and Inclusion Policy for Alternative Public Improvement Contracts (“Policy”) promotes diversity, inclusion, and local workforce and business opportunities in the City’s construction contracting and procurement process. The City recognizes that historical disparities exist in the construction industry, which have prevented equitable construction contracting opportunities, including for racial and ethnic minorities and women.

It is the policy of the City that all businesses, including small, minority and women-owned businesses, be given the maximum practicable opportunity to compete for and be awarded construction contracts. The City’s goal is to expand economic opportunities by growing both the demand for and capacity of local contractors, including those owned by people of color and women. The Policy includes targeted outreach efforts aimed at increasing opportunities for a wide range of businesses, including businesses certified by the Oregon Certification Office for Business Inclusion and Diversity (“COBID”) and minority and women-owned businesses that are not currently certified by COBID or which have chosen an alternative agency for certification. No provision of this Policy is intended to provide for the granting of any unlawful preferences in City contracting, and the provisions of this Policy shall be implemented in accordance with the requirements of state and federal law.

II. Definitions

Alternative Agency Certification means historically underrepresented businesses certified federally or by another state or entity as disadvantaged, minority-owned, woman-owned, or emerging small business with substantially similar procedures to the State of Oregon’s Certification Office for Business Inclusion and Diversity.

Certified Business means businesses certified by COBID, including material Suppliers and manufacturers.

Commercially Useful Function (“CUF”) means, consistent with state and federal policy, 1) having responsibility for execution of the Work of the Contract or a distinct element of the Work and carrying out responsibilities through the actual performance, management, and supervision of the Work involved; 2) performing work that is normal for its business, services and function; 3) having responsibility, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself; and 4) not subcontracting a portion of the Work that is greater than that expected to be subcontracted by normal industry practices.

Contract means a written agreement setting forth the obligations between parties for the performance of Work or to supply materials for a Project, including the agreements between the Owner and the Contractor, between the Contractor and any Subcontractor or Supplier, and between Subcontractors at any tier.

Contract Compliance Specialist means a City employee acting on behalf of the Owner who has authority to determine whether the Contractors and/or Subcontractors are in compliance with this Policy.

Contract Documents means the written agreement between the Owner and the Contractor that defines the obligations of the Contractor and the Owner regarding the Work to be performed. The Contract Documents include, but are not limited to, the Request for Proposal, Proposal, Plans, the General Conditions of the Contract, Drawings, Technical Specifications, Addenda, Change Directives, Change Orders, and any other documents that may be referenced therein as part of the Contract.

Contractor means an entity or person that has entered into the Contract directly with the Owner for all the Work required for the Project.

Equity Contractor means either a 1) Certified Business or 2) a minority-owned and/or woman-owned business that is not currently certified by COBID, which has chosen an Alternative Agency Certification or is a Self-Identified Local Minority-owned Business or a Self-Identified Local Woman-owned Business; and the business performs a Commercially Useful Function.

Equity Efforts means the exercise and fulfillment of the obligations set forth in this Policy, free from any intention or effort to avoid such obligations, including taking all objective and verifiable steps outlined in the strategies of this Policy.

Equity in Contracting Partners means an individual, a community-based organization, or an independent advisory body that provides guidance and advice to the Owner, Contractors, and Subcontractors on increasing participation of Equity Contractors, and who review Equity Efforts to achieve the goals.

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

Inclusive Contracting Manager means a City employee acting on behalf of the Owner who has authority to engage historically underutilized and underrepresented businesses and their support networks to foster business relationships, promote contracting opportunities, and support relationships between Contractors, Subcontractors, and Equity in Contracting Partners.

Major Subcontractor means, for purposes of this Policy, a Subcontractor with a subcontract greater than \$150,000.

Outreach Plan means a Contractor's Contract submittal for providing opportunities when procuring Subcontractors, materials, and equipment Suppliers to encourage the maximum participation of Equity Contractors.

Owner means the City of Portland.

Project means all phases of the Work to be performed under a Contract, synonymous with the term Work.

Self-Identified Local Minority-owned Business means a small for-profit business concern, which is not COBID certified, is registered with the Oregon Secretary of State and has an active City of Portland business tax registration, is an Oregon resident, and has identified with the City as 1) having minority ownership and control of 51 percent or more of the business; and 2) has proper licensing (e.g. Construction or Landscape Contractors Board, electrical, plumbing). For purposes of this Policy, Black or African American, Hispanic or Latinx, American Indian or Alaska Native, Asian Pacific American, and Asian Indian American are presumed to be minorities.

Self-Identified Local Woman-owned Business means a small for-profit business concern, which is not COBID certified, is registered with the Oregon Secretary of State and has an active City of Portland business tax registration, is an Oregon resident, and has identified with the City as 1) having female ownership and control of 51 percent or more of the business; and 2) has proper licensing (e.g. Construction or Landscape Contractors Board, electrical, plumbing).

Specialty Work means a scope of work for the Project that requires a Contractor or Subcontractor with unique, specialized skills and/or equipment to perform that scope of work.

Subcontractor means an entity that the Contractor or other Subcontractor enters into a subcontract with, at any tier, to perform a portion of the Work.

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

Utilization Plan means the documentation memorializing a Contractor's commitments to the City regarding subcontracting, including information on what Equity Contractors that they commit to using on the Project and what disaggregated participation/utilization percentages that they commit to achieve on the Project.

Work means all design, services, material, labor, tools, equipment, and all appliances, machinery, systems, transportation, and appurtenances necessary to properly perform and

complete a Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete, functioning, and satisfactory Project.

III. Scope of Policy

- 3.1 This Policy applies to all construction work performed at a Project site per the terms of an alternative public improvement Contract between the Owner and a Contractor that is not otherwise subject to federal funding requirements or certified local public agency federal aid requirements that conflict with this Policy.
- 3.2 The provisions of this Policy apply to all persons or entities who are performing Work or providing construction services or materials under a Contract covered by the provisions of this Policy, and Owner, Contractor and Subcontractors shall include notice of this Policy in all contracts and/or subcontracts at every tier level pertaining to the Project.
- 3.3 This Policy is subordinate to all applicable laws, rules, regulations, ordinances, or other governmental requirements pertaining to any Project or Contract.
- 3.4 Nothing contained herein shall be construed to prohibit or restrict the Owner's right to exercise full and exclusive authority for the management of its own operations and the Owner's other rights under a Contract
- 3.5 Nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by this Policy on the Project site.
- 3.6 In recognition of the cooperative effort needed to accomplish the goals contained in this Policy and to ensure that those goals are met, the Owner, Contractor, and Subcontractors on a Project will commit to making all necessary Equity Efforts as defined by this Policy.
- 3.7 Where a Project is covered by multiple prime Contracts or different phases of the Work, the Owner has discretion to apply this Policy to the Project as a whole rather than individually for each Contract.
- 3.8 Where a provision of this Policy is also covered by a provision of the Contract Documents between the Owner and Contractor and the provisions are in conflict, the provisions of the Contract Documents for the Project shall prevail.
- 3.9 This Policy is subject to amendment by the Chief Procurement Officer in order to reflect necessary changes towards remedying historical disparities and discrimination and towards ensuring that all Portlanders have equitable access to economic and contracting opportunities.

IV. Equity Efforts Assistance

- 4.1 Communication and partnering with Equity in Contracting Partners in achieving the goals of this Policy is imperative. Advice and guidance from Equity in Contracting Partners can assist Contractors and Subcontractors in meeting the Policy goals.
- 4.2 Contractors and Subcontractors agree to abide by and take all necessary and reasonable steps to achieve the goals of this Policy and to ensure compliance with all its requirements.
- 4.3 The Owner has or will establish an independent advisory body to review the diversity and inclusion performance of City construction contracts subject to the Policy, provide guidance and advice to Contractors and Subcontractors on achieving goals, and advise the City on the Contractor's and Subcontractors' Equity Efforts to achieve Policy goals.
- 4.4 During the course of construction, the Contractor will attend monthly meetings with the independent advisory body and will present data on the current utilization of women and minorities in subcontracting and a three-month forecast on future subcontracting opportunities for the Project. First-tier subcontractors will be required to attend as may be necessary.
- 4.5 The Owner and/or Contractor may request to meet less frequently, but at least once every three months, provided it is warranted due to phasing or a slowdown of the Work. Upon such request, the Owner and Contractor will arrange a mutually agreed upon alternative time frame.
- 4.6 All work product provided, used, or produced for review by the independent advisory body are the exclusive property of the City of Portland.

V. Participation Goals

- 5.1 Goals: For all Work performed on a Project, the aspirational baseline participation goal for historically underrepresented and underutilized businesses is twenty-five percent (25%) of the Hard Construction Costs of the Project, with the following baseline disaggregated goals:
 - A. Sixteen percent (16%) minimum aspirational goal for Equity Contractors certified or that self-identify as minority-owned businesses; and
 - B. Eight percent (8%) minimum aspirational goal for Equity Contractors certified or that self-identify as women-owned businesses.
- 5.2 Eligibility: Aspirational goals can be met through Equity Contractors' participation in any part of the Work that is necessary to complete the Contract obligation. An Equity

Contractor may participate as a prime Contractor, Subcontractor, joint venture, material Supplier, material manufacturer, or professional service provider.

- 5.3 Crediting of Participation: Only Equity Contractors who have validated certifications or self-identified status shall count toward meeting the aspirational goals. Contractors or Subcontractors will provide the Contract Compliance Specialist with sufficient documentation to substantiate that the business is a Certified Business or a Self-Identified Local Minority-owned, Self-Identified Local Woman-owned, or an Alternative Agency Certification business.
- 5.4 Crediting of Self-Identified Local Minority-owned Business or Self-Identified Local Woman-owned Business Participation: Participation of Self-Identified Local Minority-owned or Self-Identified Local Woman-owned Businesses is limited to work packages estimated at or less than \$150,000.
- 5.5 Crediting of Alternative Agency Certification Participation: Participation of businesses that have an Alternative Agency Certification is limited to work packages estimated at or less than \$150,000.
- 5.6 Crediting of Contractor Participation: If the Contractor is an Equity Contractor and self-performs Work that is eligible for subcontracting, self-performed Work shall count toward the participation goal provided it is no more than thirty percent (30%) of the Hard Construction Costs.

VI. Outreach Plan

- 6.1 Contractors and Subcontractors will exercise best efforts and work in good faith to achieve the participation goals as set forth above and to fulfill the requirements of this Policy for the life of the Project, with particular emphasis on subcontracting opportunities for historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income people.
- 6.2 Contractors shall designate an employee to be responsible for fulfillment of the requirements of this Policy. The employee should have experience in inclusive procurement and contracting best practices in the construction industry, including diversification of Subcontractors and Suppliers. To the extent a Contractor does not have such a person on staff, Contractor shall retain a sub-consultant to provide such services.
- 6.3 During the pre-construction services phase, Contractors will develop an Outreach Plan as part of their Construction Procurement Plan for obtaining participation of Equity Contractors, identifying all opportunities by divisions of work, that complies with this Policy. The final Outreach Plan must be approved by the Owner before a construction services contract will be awarded.

Scopes of work as may be determined by the Owner as Specialty Work shall be identified and discussed with the Contract Compliance Specialist and Inclusive Contracting Manager during the development of the Construction Procurement Plan to determine whether such scope of work may reasonably be performed in compliance with this Policy.

- 6.4 Contractors and Major Subcontractors shall identify subcontracting opportunities for Equity Contractors which could allow them to successfully bid and build capacity to bid for larger contracts on future Owner projects.
- 6.5 To promote smaller qualified Equity Contractors to successfully bid on subcontracts, Contractors and Major Subcontractors shall provide targeted Work scopes where feasible and as determined collaboratively with the Owner.
- 6.6 The procurement for the Project will consist of an open, fair, and competitive solicitation process, incorporating both the Owner's and Contractor's commitment to encouraging maximum participation of Equity Contractors. The process, at a minimum, will include the following:
 - A. Contractors and Subcontractors will prepare solicitation packages that comply with this Policy and shall submit them to the Owner, Contract Compliance Specialist, and Inclusive Contracting Manager no less than fourteen (14) calendar days prior to their release for review and comment.
 - B. Contractors and Subcontractors shall notify Equity Contractors who specialize in the type of work that will be subcontracted in writing and shall provide them solicitation packages and/or make them available for pick-up. The solicitation package shall include all the Owner's contracting requirements as referenced in the Project's Contract Documents.
 - C. Contractors and Subcontractors will make themselves available to assist prospective Equity Contractors in understanding solicitation requirements.
 - D. Solicitations for work packages shall be advertised in at least one trade newspaper of general statewide circulation, and a minimum of two minority focused publications (e.g., El Hispanic News, The Skanner, The Portland Observer, The Asian Reporter).
 1. Contractors and Subcontractors may negotiate Work packages estimated at or less than \$150,000 directly with Equity Contractors. While attempts should be made to informally solicit these work packages to at least three Equity Contractors, only one Equity Contractor needs to be solicited in this category and contract award may occur provided the bid amount does not exceed \$150,000

and other bid requirements are properly met. Notification of directly negotiated contracts shall be provided to the Contract Compliance Specialist.

2. Contractors may conduct limited competition with Certified Businesses for Work packages not to exceed \$1,000,000 provided the Owner approves the use of the proposed limited competitive Subcontractor selection process. If approved, a minimum of three Certified Businesses shall be solicited.
- E. Access to solicitation packages shall be provided to local plan centers and the following Equity in Contracting Partners:
1. Oregon Association of Minority Entrepreneurs (OAME)
 2. National Association of Minority Contractors Oregon (NAMCO)
 3. Professional Business Development Group (PBDG)
 4. Latino Built
 5. Associated General Contractors (AGC)
 6. Northwest Utility Contractors Association (NWUCA)

Confidential drawings and specifications must be handled separately and shall only be distributed in accordance with the Owner's Confidentiality Policy.

6.7 Outreach shall start during the pre-construction services phase to provide advance notice to Equity Contractors, and shall include:

- A. Notice will be sent to the Contract Compliance Specialist, Inclusive Contracting Manager and Equity in Contracting Partners.
- B. Contractors and Subcontractors shall contact Equity Contractors by email notifying them of the anticipated Work available on a Project.
- C. Information shall be posted on the Contractor's website, or to a shared website approved by the Owner, to facilitate soliciting interest of Equity Contractors for the Work on the Project.
- D. Contractor's outreach shall continue during the life of the Project and will be tailored to specific opportunities made available in solicitation packages, as necessary.

6.8 During the construction services phase, Contractors and Major Subcontractors shall conduct outreach apprising the construction industry and Equity Contractors of the subcontracting procurement process and approach to providing maximum opportunities for Equity Contractors' participation, including:

- A. Providing information on anticipated solicitation dates; and
 - B. Providing information on the resources that will be available to potential bidders, proposers and Subcontractors during the solicitation and construction phases.
- 6.9 Contractors shall conduct pre-bid/pre-proposal meetings for all competitive solicitation packages, including:
- A. Providing clarity and understanding of the Project and its solicitation requirements, providing an opportunity to view the jobsite, and advising bidders/proposers of the expectations, importance of and commitment to providing the maximum opportunities for Equity Contractors' participation.
 - B. Offering assistance to bidders/proposers in conducting effective solicitation steps to provide the maximum opportunities for Equity Contractors' participation.
 - C. Contractors shall notify the Contract Compliance Specialist, Owner and Equity in Contracting Partners of all pre-bid/pre-proposal meetings.
 - D. For solicitation packages with an estimated value greater than \$150,000, Contractor shall coordinate pre-bid/pre-proposal meetings with the Contract Compliance Specialist, who must attend all such meetings.
- 6.10 Where the Work package involved requires specialized knowledge, skills, experience, and expertise, a Request for Proposal ("RFP") may be used. RFPs must request the following information from each proposer:
- A. Describe your company's policy and practice of contracting with small, minority and women-owned businesses certified by the Oregon Certification Office for Business Inclusion and Diversity (COBID) and minority and women-owned businesses that are not currently certified by COBID or which have chosen an alternative agency for certification. Include the number of individual small, minority and women-owned businesses contracted, the dollar amount contracted and paid to these businesses over the past three years. List the name, nature of work, and dollar amount of each small, minority and women-owned business for the cited projects; and
 - B. Describe objectives for increasing small, minority and women-owned subcontracting capacity in the Work of the Project, including an estimate of the dollar volume of participation you will aspire to achieve; and
 - C. Describe your company's hiring policy and practice for hiring, retaining, and advancing minorities and women in your workforce.

- 6.11 If a Contractor or an affiliate or subsidiary of a Contractor will be participating in the solicitations as a bidder or proposer for a subcontracted scope of the Work, the Contractor shall disclose that fact in the solicitation announcements and selection process. When an affiliate or subsidiary will be bidding or proposing, the Contractor shall identify the procedures the Contractor will utilize to make the process impartial, competitive, and fair. This shall include, but is not limited to, opening of bids by an independent third party. A Contractor's or its affiliates' participation in solicitations as a bidder is subject to the Owner's approval.
- 6.12 Contractors and Major Subcontractors shall provide in all subcontracts that Subcontractors and Suppliers of any tier providing quotes, bidding, or proposing on any package, division of Work and/or Work element having an estimated value greater than \$150,000 shall be bound by the terms and conditions of this Policy and be required to comply, including the submission of all required forms, reporting, and any supporting documentation. Contractors or Subcontractors shall deem bids or proposals not meeting this requirement to be non-responsive.
- 6.13 Contractors and Subcontractors shall comply fully with the provisions of the Policy in the solicitation and award of subcontracts during the life of the Project. Contractor and Subcontractors shall submit all bid results, responses to RFPs and other supporting documentation to the Owner after each solicitation, but prior to subcontract award, to allow Owner to review and verify compliance with the Policy's outreach and procurement procedures.
- 6.14 Contractor shall submit a Utilization Plan and Form 2 listing their Subcontractors at every tier level and disaggregated participation percentages that they are committing to use on the Project.

VII. Technical and Business Assistance

- 7.1 Contractors and Subcontractors shall make every reasonable effort during the course of the Project to enable Equity Contractors to perform those portions of the Work for which they have been committed. This includes establishing and maintaining contact with participating Equity Contractors, regardless of tier, to monitor and coordinate efforts to prevent problems from arising, and/or solve those that have arisen that are or may contribute toward unsuccessful performance by the affected Equity Contractor(s).
- 7.2 Once subcontracts are awarded and secured, Contractors and Major Subcontractors shall support all Equity Contractors, regardless of tier, to ensure their successful completion of the subcontracted Work, and are encouraged to offer technical assistance that includes, but is not limited to, the following:
- A. Establishing a schedule of values for the Work to be performed.

- B. Preparation of cash flow projections required for successful performance of the Work.
- C. Correctly calculate and submit pay requests, invoices, and required documentation to obtain progress payments consistent with the Owner's twice-monthly accelerated payment provisions.
- D. Advance payment for materials on hand where appropriate to facilitate successful participation of all tier Equity Contractors.
- E. Establishing projected measurable capacity building elements (e.g., additional equipment, expanded expertise, improved production efficiency, etc.) anticipated as a result of participating in the capacity building component of this Policy.
- F. Provide technical assistance and training in the use of Building Information Management ("BIM") as needed and as it relates to specific scopes of Work for Subcontractors for the Project.
- G. Look for opportunities to increase participation of small Equity Contractors on incidental Project Work such as flagging, trucking/hauling, landscaping, or cleanup. Contractor may establish unit price Project packaging for Work such as trucking, erosion control, and flagging through which a pool of Equity Contractors can profitably perform.
- H. Provide mentoring opportunities, which could include sharing with Equity Contractors some general contractor duties, contract administrations tasks, scheduling, Subcontractor coordination, or permitting activities for the Equity Contractor to gain knowledge and experience not commonly passed on through the general contractor/subcontractor relationship.
- I. May purchase Subcontractor Default Insurance meeting the requirements of payment and performance bonds as set forth in the statute, instead of requiring surety bonds from Equity Contractors. If an Owner Controlled Insurance Program (OCIP) or Contractor Controlled Insurance Program (CCIP) is executed on this Project, this condition may become a part of that policy.

7.3 All subcontracts at any tier are subject to the Owner's accelerated payment requirements specified in the General Conditions within the Contract Documents. In addition, Contractors and Subcontractors shall release Equity Contractors' retainage upon completion and acceptance of the Equity Contractor's Work, irrespective of whether the Owner has released any of the Contractor's retainage, except to the extent a claim or dispute exists as to that Equity Contractor's Work.

7.4 The individual identified Section VI, paragraph 6.2 shall participate during the life of the Project and provide assistance to the Contractor and Subcontractors in Equity Efforts and compliance with the Policy requirements.

7.5 Upon the request of an unsuccessful bidder or proposer, Contractor shall provide unsuccessful bidders or proposers with information on the qualification and selection process and on the Contractor's selection decisions to enable the unsuccessful bidders or proposers to understand the reasons why they were not selected and to improve their substantive qualifications or methods of competing. This includes, but is not limited to, briefing meetings held with individual bidders or proposers, or if agreed upon by the bidders or proposers, in groups of bidders and proposers who all submitted on the same package.

VIII. Administration and Reporting

8.1 Throughout the term of a Contract, the Contractors and Subcontractors shall document all Equity Efforts and maintain documentation of implementation of and compliance with the Policy. All documentation is subject to review by the Contract Compliance Specialist, Inclusive Contracting Manager, and the independent advisory body set forth in Section IV, paragraph 4.3.

8.2 Contractors and Subcontractors shall submit all required documentation and reporting of Equity Efforts to the Contract Compliance Specialist via the City's Contract Compliance Reporting System ("CCRS") at <https://portlandoregon.diversitycompliance.com/>.

8.3 Contractors and Subcontractors shall not remove or replace any Subcontractor after the bid/proposal is submitted or the Contract is awarded without the consent of the Contract Compliance Specialist and concurrence of the Inclusive Contracting Manager.

8.4 Where Contractors must add, remove, or replace a Subcontractor after the bid/proposal is submitted, Contractors and Subcontractors shall submit a Subcontractor Change Request Form along with documentation of how their contracting efforts comply with this Policy to the Contract Compliance Specialist for approval prior to making any changes.

8.5 If an Equity Contractor on the Project is terminated, the basis for termination must be communicated to the Contract Compliance Specialist prior to termination, along with any supporting documentation requested by the Owner.

8.6 Equity Contractors who have multiple certifications or self-identifications shall be tracked with multiple certification types but shall be counted only once towards the participation goals.

8.7 Contractors and Subcontractors shall submit complete documentation and reports to the Contract Compliance Specialist within the timeframes set forth below. Such documentation includes the following:

- A. Utilization Plan and Form 2 (e.g., Equity Contractors interests in bidding/proposing, bid amounts, and contract awards);
- B. All solicitation packages no less than fourteen (14) days prior to release;
- C. All solicitation results, including disaggregated racial, ethnic, and gender data, within thirty (30) days following award of any Subcontract;
- D. Records demonstrating that Subcontractor and Supplier payments were provided monthly by the 15th of each month;
- E. Subcontractor replacement requests/decisions, when applicable;
- F. Information about technical assistance requested, provided, or referred shall be provided quarterly;
- G. A document summarizing any issues and successes Contractor experienced in their Equity Efforts and their utilization of Equity Contractors shall be provided quarterly;
- H. Other reports as requested by the Owner.

8.8 Contractors and Subcontractors shall ensure that Subcontractors are confirming payments reported to them in the Contract Compliance Reporting System (“CCRS”). If a Subcontractor fails to confirm payment by the end of the month, the City will assume the Subcontractor has been paid, as reported, and will confirm payment on the Subcontractor’s behalf. Subcontractors are also responsible for reporting participation of their lower tier Subcontractors.

If any changes occur to the subcontract value during the reporting period, Contractors and Subcontractors shall contact the Contract Compliance Specialist no later than the 15th of each month.

8.9 All persons subject to this Policy shall comply with the rules governing the Owner’s access to records, including the following:

- A. Copies of applicable records shall be submitted as required or made available upon request, as indicated in this Policy.
- B. The Owner, either directly or through a designated representative, may conduct performance audits of the services specified in this Policy at any time in the course of

the Project and during the six (6) year retention period, following Final Payment. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

IX. Compliance

9.1 Failure to comply with this Policy impairs the Owner's efforts to promote contracting diversity and inclusion and to provide fair and equal opportunities to the public which is an intended benefit of the expenditure of public funds on Owner's Projects. Therefore, failure to comply with this Policy will constitute a material breach of the Contract.

9.2 In the event of a breach of this Policy, the Owner may take any or all the following actions:

A. Withholding Progress Payments. The Owner may withhold all or part of any progress payment or payments until the Contractor has come into compliance with this Policy. In the event that progress payments or partial payments are withheld, the Contractor and Subcontractors shall not be entitled to interest on said payments.

B. Liquidated Damages:

1. The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for Contractor's or Subcontractors' failure to comply with Sections VI, VII, or VIII of this Policy. Accordingly, if Contractor or a Subcontractor fail to fulfill those Sections of this Policy, the Owner may assess and the Contractor agrees to pay damages of \$2,000 for each instance of noncompliance.
2. If the Contractor or a Subcontractor fail to utilize any Equity Contractor as identified in their Utilization Plan, or to utilize any Equity Contractor within twenty percent (20%) of the Subcontract amount as identified in their Utilization Plan, the Contractor shall pay \$5,000 for each violation. Exceptions will be made for approved change orders, reductions in scope of work as requested by the Owner, failure of an Equity Contractor to complete Work or having breached the subcontract, and substitution requests approved by the Owner.
3. These damages are independent of any other damages that may be assessed under other provisions of the Contract.

C. Non-Responsible Designation. If the Contractor or Subcontractor(s) fail to fulfill their Equity Efforts or comply with their Utilization Plan, the City may find that the Contractor or Subcontractor(s) do not meet the standards of responsibility for subsequent City projects and may deem them unqualified to work on future City projects, resulting in

rejection of their offers or disqualification from consideration of award for a period of up to two years.

D. Termination. If the Contractor or Subcontractor(s) fail to fulfill their Equity Efforts or comply with their Utilization Plan, the Contractor may be terminated for material breach of contract.

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

X. Severability

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



Attachment D

Prequalification Plan Bull Run Filtration Pipeline Project Date: 02/16/2023

Request to Begin Subcontractor Prequalification

Bull Run Conveyance Partners (BRCP) requests Portland Water Bureau's approval to begin prequalification of subcontractors, for construction of the Filtration Pipeline Project, on or about the week of February 20, 2023.

Purpose of Beginning Subcontractor Prequalification Now

Starting the subcontractor prequalification process now provides several benefits including:

- Raises the level of awareness surrounding the upcoming subcontractor bid packages.
- Identifies interested parties. Understanding the level of interest in the various bid packages will allow us to target additional outreach activities where needed.
- Allows time for subcontractors to complete and submit the prequalification forms.
- Allows time for BRCP and/or PWB to evaluate the prequalification forms.

Prequalification Process

BRCP will utilize a prequalification process for all the competitive subcontractor's bid packages. This prequalification process includes subcontractor work procured using limited competition as well as competitively bid/best value procurement methods. If a minimum of three (3) prequalified bidders is not achieved (for each bid package), BRCP will review and discuss optional approaches with PWB prior to proceeding.

The BRCP team will issue a prequalification form to all respondents of the outreach events previously held by the BRCP team, as well as any interested parties responding to the project advertisement(s) posted in the newspapers and journals noted within this Procurement Plan. Invited firms will receive an email invitation to complete a prequalification questionnaire for the project and will have approximately four weeks to complete the questionnaire prior to review of submitted questionnaire responses by the BRCP team.

All firms that express an interest in the project and who provide satisfactory demonstration of relevant work experience, capacity to perform work within the range of the project's size, timeframe, and scale, and likewise who meet the project requirements for safety and quality performance will be invited to submit a bid on the project. The BRCP team will notify all



firms who submit a prequalification questionnaire response of their status to bid or not bid on the project within two weeks of assessment by the project team.

A copy of our prequalification questionnaire, showing our proposed work packages, including a general scope of work, estimated values of the package, and planned procurement method, is attached.

Subcontractor Outreach / Advertising Plan

Our request for subcontractors to submit prequalification questionnaires will be made via public advertisement and will be open to all contractors. Public outreach will be made via advertisement including:

- Daily Journal of Commerce Oregon
- Daily Journal of Commerce of Washington
- Business Tribune
- Asian Reporter
- Portland Observer
- The Skanner

Additionally, BRCP will notify the following community-based organizations:

- MAWE
- PBDG
- NAMC
- OAME/OAME Veteran Group
- LationBuilt
- BestHQ
- Pre-Apprenticeship groups such as POIC, Constructing Hope, NAYA, Worksource, PWY, and Oregon Tradeswomen.
- Community groups such as Urban League, National Association of Black Veterans, NAWIC Portland, Asian Pacific American Chamber, Hispanic Chamber, Native American Chamber, and PACCO
- Northwest College of Construction
- NUCA
- AGC

BRCP may complete one or more of the following efforts:

- Email blast to all parties that attended our November 3, 2022, outreach event.
- Email blast to all contractors registered with the City (this item would require the assistance of City Procurement Services).
- Advertisement on MWH and/or JW Fowler social media pages.



- Advertisement on City's website (this item would require the assistance of City Procurement Services).
- Targeted outreach to specific contractors that may include one or more of the following:
 - o Bidders list from Lusted Hill
 - o Bidders list from STEP
 - o City's qualified contractors list

Prequalification Schedule

BRCP initial outreach will be completed during the month of February. Additional outreach may take place if determined needed later in the project.

Attachments: Subcontractor Qualification Questionnaire



BULL RUN FILTRATION PIPELINE PROJECT

SUBCONTRACTOR QUALIFICATION QUESTIONNAIRE

INSTRUCTIONS: The MWH and James W. Fowler referred to as Bull Run Conveyance Partners Joint Venture (BRCP) is currently qualifying contractors to bid on the packages shown below. Place an “X” next to the “Yes” for each package you would like to be considered to bid. The packages listed in the left column require completion of Part 1 (only) of this form. Packages listed in the right column require completion of both Parts 1 and 2. Additional information regarding each bid package – including scope of work, estimated value, planned procurement method, and qualification limitations - is shown in the table at the end of this form.

Complete **Part 1 (only)** of this Questionnaire
To Apply for Qualification of the Following
Bid Packages:

Complete **Parts 1 and 2** of this Questionnaire
To Apply for Qualification of the Following
Bid Packages:

S-15	Traffic Control	YES	_____
S-19	Site Services - Sweeping	YES	_____
S-20	Site Services - Dust Control	YES	_____
S-21	Site Services- Waste Management & Janitorial Services	YES	_____
S-22	Site Services - Construction Surveying	YES	_____
S-23	Site Services - Temporary Electrical	YES	_____

S-03	Finish Water Clearwell Trenchless	YES	_____
S-04	Finished Water Pipeline - Dodge Park and Farm Road	YES	_____
S-05	Finish Water Intertie Facility	YES	_____
S-08	Cottrell Road Distribution Main	YES	_____
S-09	Finished Water Pipeline - Lusted and Altman Rd (C2 & C4)	YES	_____
S-10	Pleasant Home Waterline Relocations	YES	_____
S-11	Place Detours and Storm Drainage System	YES	_____
S-12	Remove Detours/Storm Drainage and Restore Right of Ways	YES	_____
S-13	Fiber Optic Conduit/ Vaults	YES	_____
S-17	Finished Water Pipeline - Lusted Rd (C3) - Post Plant Startup	YES	_____
S-18	Abandon Existing Conduits (C2, C3, C4) including Access	YES	_____



Has there been any change in ownership of the firm at any time during the last three years? *NOTE: A corporation whose shares are publicly traded is not required to answer this question.*
If "yes", explain on a separate page. Yes No

1e. Affiliates

Is the firm subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50% or more of another or if an owner, partner, or officer of your firm holds a similar position in another firm.
If "yes" explain on a separate page. Yes No

1f. Qualification

Is your firm qualified to do business and in good standing in the state of Oregon where the project is located? Yes No

1g. Licenses

For all bid packages **except** Surveying, Security, and Janitorial Services, attach copies of your Oregon CCB license and City of Portland Business Registration with this completed questionnaire. Where applicable, does your firm possess a valid and current contractor's license for the project in which it intends to submit a bid? Yes No

If "yes" provide applicable registration or license numbers in the table below.

<u>State / Jurisdiction</u>	<u>License Number</u>	<u>Trade Category</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Has your firm had any license revoked or suspended at any time in the last five years?
If "yes" explain on a separate sheet. Yes No

1h. Debarment / Suspension

In the past three years, or presently, has your firm been debarred, suspended, proposed for debarment or declared ineligible for contract awards by any Federal, State or Local Agency?
If "yes" explain on a separate page. Yes No

1i. Bankruptcy/Litigation

Is your firm currently the debtor in a bankruptcy case? *If "yes", please attach a copy of the bankruptcy petition showing the case number and the date on which the petition was filed.*
 Yes No

List all bankruptcy actions against you, your company, or related companies in the last seven years.
Attach separate sheet as necessary

List any litigation against your firm in the last three years. *Attached separate sheet as necessary.*



2. CERTIFICATIONS-

2a. Business Classification: *Please attach any applicable State of Oregon certificates.*

- | | |
|--|---|
| <input type="checkbox"/> No Certifications | <input type="checkbox"/> Women Business Enterprise |
| <input type="checkbox"/> Small Business Enterprise (SBA) | <input type="checkbox"/> Minority Business Enterprise |
| <input type="checkbox"/> Disadvantaged Business Enterprise | <input type="checkbox"/> Veteran Business Enterprise |
| <input type="checkbox"/> Other (<i>Specify</i>) | |

2b. Type of Labor:

- Open Shop Union

List Trades You Intend to Work on this Project	Indicate Open Shop or Union. If Union, please list which Union.	Are You are a BOLI Registered Training Agent for this Trade? If yes, where do you get your apprentices?
EXAMPLE: Pipefitters	Union 290	Union
EXAMPLE: Laborers	Open Shop	Northwest College of Construction

3. INSURANCE -

3a. Insurance. This project will be executed under an Owner Controlled Insurance Program (OCIP). Prior to beginning work, subcontractors will be required to enroll in the OCIP program. Subcontractor's will be required to provide the coverages shown below. Indicate the types of insurance policies you maintain and current coverage limits.



Coverage	Yes	No	Limits
Worker's Compensation	<input type="checkbox"/>	<input type="checkbox"/>	Statutory _____
Commercial General Liability for activities off the project site	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
Automobile Liability	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____

If "No" marked above, are you willing and able to get the specified coverage?
 Yes No

3b. Insurance Non-Renewal

In the last five years has any insurance carrier, for any type of coverage, refused to renew the insurance policy for your firm? *If "yes", explain on a separate page, and include the name of the insurance carrier, the form of insurance, and the year of the refusal.*

Yes No

4. WORK UNDER CONTRACT AND PRACTICES

4a. State the total worth of work in progress and under contract: \$ _____

4b. What percentage of work do you normally perform with your own forces? _____

4c. If you do use lower tier subs to complete any of your work, list the types of work that you normally subcontract out: _____

5. EQUITY CONTRACTING EXPERIENCE

5a. Attach to this questionnaire, on a separate sheet, a table showing your last three projects with equity subcontracting goals. For each project, list project name, contract amount, nature of your contract (i.e., prime contractor or subcontractor), project's equity contracting goal, and your equity contracting % expressed as a total of your contract value.

5b. For the past three years, please list the minority workforce % for your company expressed as a percentage of total workforce hours:
 2022 minority workforce %: _____
 2021 minority workforce %: _____
 2020 minority workforce %: _____

5c. For the past three years, please list the women workforce % for your company expressed as a percentage of total workforce hours:
 2022 women workforce %: _____
 2021 women workforce %: _____
 2020 women workforce %: _____

5d. For the past three years, please list the trades you worked and the % of apprenticeship that you worked in each trade:



Trade	% Apprenticeship 2022	% Apprenticeship 2021	% Apprenticeship 2020

6. CONTRACT HISTORY

6a. Experience

For each bid package you wish to be qualified, on a separate sheet, list information about your three (3) most recent comparable projects*. Provide the client’s name, contact name and phone number, project name / location, scope of work performed, original contract amount, change orders, final value, start date, and completion date. *Note: The names and references provided must be current and verifiable. *In order to qualify, you must evidence adequate contract history indicating your ability to perform the same type of work on the project for which you are completing this questionnaire.*

Your sample project information shall be submitted on a separate sheet and returned with this completed form. Your sample project information must be clearly labeled to illustrate the bid package(s) for which you are asking to be qualified.

6b. Prior Experience with Portland Water Bureau or City of Portland

Has your organization ever had any past experience with the Portland Water Bureau or the City of Portland on any projects?

Yes No

If yes, please list submit a list of the project names, dates, and associated contact information.

7. WORK HISTORY

7a. State your firm’s annual amount of work performed for each of the last three years, and indicate what percentage of the work was completed as a General Contractor or a Subcontractor:

Year	Amount	General Contractor	Subcontractor
2022	\$ _____	% _____	% _____
Year	Amount	General Contractor	Subcontractor
2021	\$ _____	% _____	% _____
Year	Amount	General Contractor	Subcontractor
2020	\$ _____	% _____	% _____



8. SUBCONTRACTOR SAFETY PERFORMANCE REVIEW

BRCP is committed to providing a safe and healthy working environment for our subcontractors and their employees at our project work-sites.

Subcontractors proposing to provide services for the project must provide the requested information. The questions relate to governmental safety and health regulations and standards, including, but not limited to the Occupational Safety and Health Act (OSHA) of 1970.

The MWH - James W. Fowler safety program is developed with the understanding that the OSHA regulations are considered the minimum standard. In many cases, the BRCP safety program includes requirements that exceed the OSHA requirements. A copy of the BRCP Health and Safety Plan will be included with the solicitation documents and will be incorporated into each subcontract. In addition, successful subcontractors are required to submit site-specific Health and Safety plans prior to beginning any field work, which shall meet or exceed BRCP 's Health and Safety Plan requirements.

This questionnaire has been developed to assist BRCP to better understand your company's safety performance and program. The information contained in this submittal should be factual and verifiable. Your response may be used to determine eligibility to participate in upcoming project work. Your response/lack of response may result in disqualification from the evaluation process. Additional safety information may be requested from your company depending upon the nature of the work your company may provide.

Completion of this questionnaire does not in any way relieve any subcontractor of its obligation to comply with applicable laws, regulations, and standards or to provide a safe and healthy workplace for their employees and subcontractors.

8a. Worker's Compensation EMR

Provide your worker's compensation experience modifier rate (EMR) for the last 3 years. Additionally, attach a letter from your firm's Worker's Compensation Broker confirming the EMRs reported below.

Year:	2021	2020	2019
EMR:			

Are the above EMR's for:

- State
 Interstate Rate
 Entire Company
 Particular Division
 Joint Venture

8b. Injury / Illness Metrics

Provide below, the firm's actual metrics for the last 3 years or provide copies of your OSHA 300 logs for these same years.

Year:	2021	2020	2019
Total Hours Worked			
Number of Fatalities			
First Aid Cases			
Recordable Cases			
Recordable Case Rate*			
Lost Time Cases			
Lost Time Case Rate*			



Lost Time Days			
Lost Time Days Rate*			
Restricted Workday Cases			
Restricted Workday Case Rate*			
Restricted Work Days			
Restricted Workday Rate*			
Total DART Cases			
DART Case Rate*			

* Calculations are to be made using the following formula: $\frac{\text{Number of Incidents} \times 200,000}{\text{Work-hours}}$

8c. Citations

List the OSHA citations and the citations from similar state agencies that your company has received in the last three years including citations you have received alone or as part of a Joint Venture. Use additional sheets if necessary.

Issue Date	Type of Citation	Number of Citations	Penalty	OSHA / State Std. Cited
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

If you have no OSHA Citations, please attach a notarized statement on your letterhead indicating that you have no citations.

8d. Company Environmental, Safety and Health Plan

Does your firm have a corporate safety officer / department? *If "yes", provide the name, title, contact number and a copy of the current resume of your corporate safety officer.* Yes No

 Name (Corporate Officer) Title Telephone Number

Does your firm have written company safety program? *If "yes", attach the Table of Contents and a copy of your Injury Prevention Plan.* Yes No

Do you conduct documented Field Safety Audits? Yes No
If "yes", how often: _____

Does your firm provide safety orientation/training for new employees? Yes No

Does your firm hold "Gang Box/Tool Box safety meetings:
If "yes", how often? Daily Weekly Monthly Yes No



Does your firm hold specialized safety/training meetings for newly hired or promoted foremen? Yes No

Does your firm have an active employee substance abuse Testing Program? Yes No
If "yes", provide a copy.

Does your firm have a return to work policy? Yes No

Do you have personnel trained to provide first aid and CPR at each project site? Yes No

Do you have a corrective action program that addresses safety and health performance? Yes No

Does your firm have an accident/incident investigation program? Yes No

If "no" marked above, are you willing to supplement your safety program to provide these items? _____

9. QUALITY ASSURANCE & QUALITY CONTROL

Does your firm have written Quality Management Procedures? Yes No

Does your firm perform written, daily pre-task planning? Yes No

Does your firm actively perform Quality checks/reviews? Yes No

Does your firm have a written plan to address deficient work? Yes No

If "no" marked above, are you willing to supplement your quality program to provide these items? _____

PART ONE CERTIFICATION

As an Authorized Representative for _____ I hereby certify that the answers to the foregoing questions, and all documents contained herein, are true and correct. I hereby submit our company details to MWH - James W. Fowler for review and consideration for future work. I acknowledge that submittal of the information requested does not grant automatic pre-qualification for work on any MWH - James W. Fowler project. Also being qualified for one project does not confer qualification for all projects. I authorize MWH - James W. Fowler to conduct any investigations it determines necessary to verify the statements, documents and information submitted herewith to clarify the financial and technical aspects. For this purpose only, I hereby agree that MWH - James W. Fowler may contact any of the references provided; including banks, insurance brokers, bonding agents, suppliers, or past clients to verify pertinent information provided in this questionnaire regarding our competence and standing.

Signature

Date

(Above name printed)

(Title of Authorized Representative)



PART 2 OF QUESTIONNAIRE
(applicable only to packages S-03, -04, -05, -09, -17, -18)

10. LEGAL / FINANCIAL

10a. Bank Reference

Financial Institution: _____
Address: _____
Telephone Number: () _____
Contact Name: _____

11. BONDS

11a. Current Surety Information.

Bonding Capacity: \$ _____
Surety: _____
Surety Agent: _____
Surety Agent Address: _____
Telephone Number: () _____

11b. Prior Surety Information

Has any other surety company written bonds for your firm in the last five years? *If "yes", please provide the above information, including dates, for each such surety on a separate sheet.*

Yes No

11c. Surety Payments

At any time during the past five years, has any surety made payments on your firm's behalf to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private? *If "yes", explain on a separate signed page the date and amount of each such claim, the name and telephone number of the claimant, the grounds for the claim, the present status of the claim, and, if resolved, the date of resolution, the method by which such claim was resolved, the nature of the resolution, and the amount, if any, at which the claim was resolved.*

Yes No

12. WORK UNDER CONTRACT AND PRACTICES

12a. Do you require bonds from your lower-tier subcontractors?

Yes No

12b. Do you normally obtain lien releases when paying subcontractors and suppliers? _____

Yes No

13. CONTRACT HISTORY

13a. Prior Experience with MWH or JW Fowler

Has your organization ever had any past experience with MWH and/or JW Fowler on any projects?

Yes No



14. WORK HISTORY

14.a Does your organization have experience working on projects with Equity Contracting and/or Workforce participation goals?

Yes No

14b. On separate sheets, please provide resumes for all management that will be assigned to his project (e.g., project manager, superintendent, safety manager, equity contracting and/or workforce manager, etc.)

15. SUBCONTRACTOR SAFETY PERFORMANCE REVIEW

15a. Lower Tier Contractors and Subcontractors Metrics

Provide the metrics for the last 3 years and the estimated metrics for the current year for your lower tier contractors and subcontractors. This section is applicable to all contractors / subcontractors contracted to your company. *Attach additional pages as needed.*

Year:	2021	2020	2019
Total Hours Worked			
Number of Fatalities			
First Aid Cases			
Recordable Cases			
Recordable Case Rate*			
Lost Time Cases			
Lost Time Case Rate*			
Lost Time Days			
Lost Time Days Rate*			
Restricted Workday Cases			
Restricted Workday Case Rate*			
Restricted Work Days			
Restricted Workday Rate*			
Total DART Cases			
DART Case Rate*			

* Calculations are to be made using the following formula:
$$\frac{\text{Number of Incidents} \times 200,000}{\text{Work-hours}}$$



16. DIGITAL DELIVERY

Please check the boxes below that best characterize your company’s ability to complete various Digital Delivery related tasks:

	1 (Never do this)	2	3	4	5 (Performed on every Job)
Layout Drawings (In House; AutoCAD, Bluebeam or Similar)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BIM (Building Information Modeling)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fabrication from 3D Model (Model to CNC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Model Coordination Participation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laser Scanning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other:	<i>Please note any other Digital Delivery/BIM experience here.</i>
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PART TWO CERTIFICATION

As an Authorized Representative for _____ I hereby certify that the answers to the foregoing questions, and all documents contained herein, are true and correct. I hereby submit our company details to BRCP for review and consideration for future work. I acknowledge that submittal of the information requested does not grant automatic pre-qualification for work on any BRCP project. Also being qualified for one project does not confer qualification for all projects. I authorize BRCP to conduct any investigations it determines necessary to verify the statements, documents and information submitted herewith to clarify the financial and technical aspects. For this purpose only, I hereby agree that BRCP may contact any of the references provided; including banks, insurance brokers, bonding agents, suppliers, or past clients to verify pertinent information provided in this questionnaire regarding our competence and standing.

Signature

Date

(Above name printed)

(Title of Authorized Representative)



LIST OF PROPOSED BID PACKAGES

Pkg. No.	Package Name	Package Description	Approximate Value	Procurement Method	
S-03	Finish Water Clearwell Trenchless	Approximately 250 feet of micro tunnel from Clearwell to Dodge Park. Single 66" C300 Pipe.	\$10,000,000	Competitively Bid / Best Value	Prequalification open to ALL firms
S-04	Finished Water Pipeline - Dodge Park and Farm Road (AFWP)	Approximately 10,000 ft of 66" Pipe along Dodge Park Blvd and thru farmland. Terminates at Finish Water Control Structure.	\$50,000,000	Competitively Bid / Best Value	Prequalification open to ALL firms
S-05	Finish Water Intertie Facility	Concrete structure housing valves and junctions for controlling flow from 66" pipe to Conduits 2,3, and 4.	\$15,000,000	Competitively Bid / Best Value	Prequalification open to ALL firms
S-08	Cottrell Road Distribution Main	Approximately 3000 feet of trenchless 12" pipe from Dodge Park to existing Corrosion Control Facility.	\$2,000,000	Competitively Bid / Best Value	Prequalification open to ALL firms
S-09	Finished Water Pipeline - Lusted and Altman Rd (C2 & C4)	Approximately one mile of 42" and 60" pipe connecting Intertie Controls to existing C2 and C4.	\$30,000,000	Competitively Bid / Best Value	Prequalification open to ALL firms
S-10	Pleasant Home Waterline Relocations	Remove and replace 4000 ft of 6" pipe from South to North side of Lusted Rd.	\$1,250,000	Competitive bidding amongst COBID-certified	Prequalification limited to COBID-certified
S-11	Place Detours and Storm Drainage System	Place temporary roads (construction and public) and temp drainage along all areas of construction.	\$5,000,000	Competitive bidding amongst COBID-certified	Prequalification limited to COBID-certified
S-12	Remove Detours/Storm Drainage and Restore Right of Ways	Remove temporary roads and drainage, restore roads, and final hardscaping.	\$3,000,000	Competitive bidding amongst COBID-certified	Prequalification limited to COBID-certified
S-13	Fiber Optic Conduit/ Vaults	Placement of approximately 15,000 ft of conduit, intermittent handholes for Fiber Optic use.	\$500,000	Competitive bidding amongst COBID-certified	Prequalification limited to COBID-certified



S-15	Traffic Control	All detour signage, traffic signage, barricades, and full time flagging around active work areas.	\$4,500,000	Competitive bidding amongst COBID-certified	Prequalification limited to COBID-certified
S-17	Finished Water Pipeline - Lusted Rd (C3) - Post Plant Startup	2,000 ft of 66" connecting Intertie controls to existing conduit 3 along Lusted Rd.	\$6,000,000	Competitively Bid / Best Value	Prequalification open to ALL firms
S-18	Abandon Existing Conduits (C2, C3, C4) including Access	Establish temporary access for abandonment of former C2, C3, and C4 with via concrete pumping.	\$4,000,000	Competitively Bid / Best Value	Prequalification open to ALL firms
S-19	Site Services - Sweeping	Regular interval and as needed sweeping for public and construction roads adjacent to work area.	\$1,250,000	Competitive bidding amongst COBID-certified	Prequalification limited to COBID-certified
S-20	Site Services - Dust Control	Regular interval and as needed dust control for public and construction roads adjacent to work area.	\$3,500,000	Competitive bidding amongst COBID-certified	Prequalification limited to COBID-certified
S-21	Site Services- Waste Management & Janitorial Services	Janitorial services for contractor and owner office trailers, as well as managing of jobsite dumpsters	\$500,000	Competitive bidding amongst COBID-certified	Prequalification limited to COBID-certified
S-22	Site Services - Construction Surveying	Construction staking and as-built record drawings for entire alignment.	\$1,750,000	Competitive bidding amongst COBID-certified	Prequalification limited to COBID-certified
S-23	Site Services - Temporary Electrical	Temporary electric for contractor and owner trailers, power to work areas for tunnel/shaft, etc.	\$1,250,000	Competitive bidding amongst COBID-certified	Prequalification limited to COBID-certified

END OF QUESTIONNAIRE