

## Report to Council Exhibit A

### Portland Fire and Rescue

Fire Station #21

Guaranteed Maximum Price

July 16, 2013

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**Basis of GMP**

Portland Fire and Rescue  
Fire Station #21  
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## Executive Summary

This Guaranteed Maximum Price is based upon documents prepared by Whelton Architecture dated June 6, 2013 and their consultants dated June 6, 2013. 75% Construction Document Specifications dated June 6, 2013 and Addendum #1 dated June 19, 2013 were also included. Further project scope definition and various assumptions have been developed by Skanska USA Building Inc., and are described in this proposal. This estimate has been prepared to reflect the anticipated total value of construction assuming competitive bids from at least three subcontractors for each division of work.

This GMP is based on the following areas:

Main Floor Plan Level One	5,106sf
Level Two	3,189sf
Total	8,295sf

The detailed cost estimate is presented later in this document. For purposes of this GMP the following schedule milestones have been assumed:

- Start Construction by August, 2013
- Substantial Completion October, 2014
- Reference the attached "Station 21 – GMP Baseline Schedule" dated June 13, 2013. Substantial Completion for the project will be 427 calendar days from Notice to Proceed from the City of Portland.

Numerous assumptions and estimating standard units have been used to capture the scope of work as a whole. At this stage in the estimate/design development each line item can be viewed as an allowance and will be solidified as the design is refined. This estimate should be thoroughly reviewed by the entire project team to ensure the vision of the project has been captured. Please review the budget detail for specifics.

General Qualifications:

1. The only conclusion within this GMP is that of the proposed Total Construction GMP. There are no individual line item guarantees within the GMP.
2. The project includes a standard General Liability insurance program included within the fee.
3. Maintenance training and manufacture service support is included per industry standard practice.
4. All costs associated with moving/relocation and start-up of any furniture and equipment from other sites are not included. This exclusion also includes removal and storage of salvaged materials in the existing station.
5. Public Agency reviews or approvals and associated permit fees are not included.
6. All permits except for trade work shall be the responsibility of the Owner.
7. Building demolition work includes asbestos abatement/lead abatement/PCB light ballast & fluorescent light bulb removal shall be performed as indicated in the survey prepared by Kleinfelder on 3/23/12 (Kleinfelder Project No. 125486). Price includes allowance for the removal of up to 300 lf of concealed thermal system insulation (TSI) that was not quantified in the survey. Roof systems abatement/removal are included in accordance with Addendum #1. The GMP also includes the abatement of asbestos as identified within Addendum #1 on the underside of the suspended concrete deck.
8. Property taxes and other taxes related to the Property and the operation of the project have not been included.
9. Builder's Risk insurance has been included within the fee.
10. Third party and Agency testing and inspection services have not been included.
11. Skanska payment and performance bond has been included within the fee.
12. This proposal assumes unfettered, legal access to the Project Site at all times. This proposal does not anticipate any stoppage or interruption of Work as a result of present Owner Operations or other Site restrictions or interferences. Skanska will allow emergency access to the boat ramp and dock.
13. Two percent for Art cost is not included.
14. Changes required by City of Portland Planning or Building department review officials are not included.
15. Preconstruction fees are not included in GMP. (separate contract)
16. Any costs or impacts related to contaminated soils are excluded. The owner indemnifies the CMGC from any issues related to contaminated soils.
17. The Proposal does not include any costs for tap-in fees or other costs required by utility company(s) to connect services.
18. This proposal assumes that all utility service will be provided without interruption, that any utility work performed by others will be coordinated so as to not interfere with the Work of the Contractor and that the Contractor will not have to re-perform or correct any Work disturbed by utility contractor.
19. Professional service fees associated with the project, such as cost of funds, real estate costs, legal, development fees, are not included.
20. In establishing the price for the Proposal, Skanska has assumed that multiple equivalent products will be specified for all materials and/or suppliers to ensure competitive market bidding. Sole source materials or suppliers are excluded.
21. System Development Charges (SDC) are not included.
22. The GMP includes the costs for utility service fees for construction, up until Substantial Completion.
23. Design Fees and Consultant fees are not included.
24. CM/GC's contingency has been included to the extent shown on the estimate summary. The CM/GC contingency shall be for the sole and exclusive use of Skanska throughout the course of construction to cover any reimbursable cost to complete the Work. These costs include, but are not limited to, estimating errors, missed project scope, logistics, general conditions, and overtime or acceleration costs. The CM/GC contingency is not to be used for changes to the scope of the Work, Owner directed

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- changes, design errors, unforeseen conditions or changed conditions.
25. Design contingency, and escalation costs have not been included.
  26. Prevailing wage requirements are included.
  27. Third party commissioning is not included. Commissioning assistance is included.
  28. Any work related to the dock and boathouses are not included.
  29. Any work related to the temporary fire station is not included.
  30. No work is included east of the Esplanade, except for cleaning the logistics zone.
  31. Project Manager, Project Executive, field office and home office costs are included in the fee.
  32. No costs related to parking lot rental or esplanade use fees are included.
  33. All costs related to dewatering are excluded.
  34. Excludes any potential delay or down time costs due to high river water, including extended general conditions costs if delayed.
  35. The GMP excludes the salvage of any items.

### **PROJECT SPECIFIC QUALIFICATIONS:**

#### **Substructure**

1. We have included (21) HP14 x 89 x 100 feet deep piling. If piling is shortened as recommended by the Geotechnical Engineer, a credit of \$5 per lineal foot shall be provided. If piling is required to be longer as recommended by the Geotechnical Engineer, an additional cost of \$80 per lineal foot plus an additional \$475 to add a splice beyond the 100 foot length.
2. Soil stabilization has been included as an Allowance. The GMP includes an Allowance for an estimated 70,000 CF of grout as estimated by GRI within Addendum #1. This Allowance is based on the subcontractor's rate of \$6/CF for grout placement. If actual placed quantities of grout exceed 70,000CF, Skanska shall be reimbursed at \$6/CF plus Skanska's fees. If actual placed quantities of grout are less than 70,000CF, Skanska shall provide a credit of \$6/CF plus Skanska's fees.
3. Removal of existing wood piling is not included. Costs related to conflicts with existing wood piling are excluded.
4. Static load testing for H piles is currently included within the GMP. If this is not required, a credit of \$25,000 may be provided.
5. The GMP includes the concrete foundation as currently designed.

#### **Superstructure**

1. We have assumed fireproofing will not be required. We have not included fireproofing, although it is detailed at the top of the elevator shaft. We have included double layer of drywall at this location.
2. We have included the floor structures per the Structural drawings.
3. We have included the roof structures per the Structural drawings.

#### **Exterior Closure**

1. The west side catwalk and perforated screen wall is included within the GMP.
2. The GMP includes aluminum windows in lieu of the fiberglass shown on the west elevation.
3. The GMP includes an Allowance of \$6,500 for additional operable windows not currently reflected within the drawings. This Allowance will be reconciled once these windows are designed and priced.

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## Roofing

1. Roofing system is per Plans and Specifications.

## Interiors

1. Stairs are priced as poured in place treads and landings on steel frame as designed.
2. The GMP excludes the salvage and re-use of existing wood wall paneling as shown on the Drawings.
3. The GMP includes the cost for either carpet tile CT or PC-1 at Meeting Room 201.
4. See estimate detail for more interiors information.

## Building Specialties

1. Many specialty items are PFB furnished and installed as indicated on the drawings..
2. See estimate detail for more specialties information.

## Equipment & Furnishings

1. Several equipment items are PFB furnished and installed as indicated on the drawings.
2. See estimate detail for more equipment information.
3. Furniture is not included within the GMP.
4. The GMP includes standard 1 ½" round handrails within the elevator cab. The specified 4" flat handrail does not meet ADA requirements.
5. The GMP includes the costs for the reduced roof fall protection plan as provided by Whelton Architecture on 7.11.13.

## Mechanical Clarifications:

### **The following Mechanical Systems are included in this GMP:**

1. Per plans and specifications.

### **Plumbing Systems Included in this GMP:**

1. Per plans and specifications

### **The following Fire Protection Systems are included:**

1. Per plans and specifications
2. The GMP includes an Allowance of \$9,335 for an additional dry sprinkler system to protect the area under the cantilevered structure. This Allowance will be reconciled once it is determined if this scope is required, and if so, this scope bid.

## Electrical Clarifications:

1. Per plans and specifications
2. Impact and/or connection fees are not included.

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3. Emergency generator has been included as specified, including 500 gallon tank.
4. MC Cable is used between jboxes and lights, otherwise piped EMT conduit is utilized at homerun and branch circuitry.
5. Electrical and Fire alarm permits are included.
6. Grounding grid & Lightning Protection are not included.
7. Lighting control is through local switches, and occupancy sensors.
8. We have included rough in for low voltage per BTS report dated August 20, 2012.
9. Rough-in only systems include raceway to accessible ceiling.
10. Phone switch and equipment are not included.
11. Data outlets are rough in only, data cabling are not included.
12. Access control/security is complete and devices and cabling have been included.
13. Paging system is complete and devices and cabling are included.
14. Audio visual equipment, wiring or installation is not included.
15. Zetron equipment, wiring or installation is not included.
16. Radio antennae are not included.
17. E101 have two conduit runs that go to the dock, we were unable to determine the final location so this proposal includes conduits the hand hold/jbox only.
18. Panels Dock A and Dock B, we assume those will be provided under a separate contract. The estimate includes the connection to switchboard 'Dock MDS' per detail 1/E601.
19. Street Lighting or traffic signals are not included.

### Site Clarifications:

1. Earthwork is assumed to start in August, 2013.
2. We have not included work outside the limits identified on these documents, except for the temporary construction as identified in Skanska's Logistics Plan dated 4/2/2013.
3. Off Site curbs and sidewalks are not included.
4. We have not included allowances for encountering bad soils or contaminated soils.
5. Site signage, including monument sign, is not included. We also exclude relocation of any art.
6. The sandblasting of site concrete walls is excluded.
7. Parking lot rental costs or use fees are not included. (assumes use of parking lot for staging/*shared* with PFB). Skanska shall return the parking lot area to its current condition upon project completion.
8. Esplanade fees are not included, nor are there any.
9. The GMP does not include removal or reinstallation of "franchise equipment". We have included the coordination for these items.
10. The GMP does not include salvaging any items, including the wood slat walls which are excluded from the GMP. Reference keynote 7 C102.



## GMP Summary and Detail

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The Estimate Summary and Detail is attached to further clarify the components included in the GMP

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**Portland Fire & Rescue Station #21**  
Guaranteed Maximum Price



July 9th, 2013

Description	GSF= 8,295		GSF= 8,295		GSA 16,842	
	Total Cost		Main Building		Site Work	
	Cost		Cost	Cost/GSF	Cost	Cost/GSA
A Substructure	\$482,230	\$58.14	\$205,287	\$24.75	\$276,943	\$33.39
B Shell	\$1,500,008	\$180.83	\$1,484,666	\$178.98	\$15,342	\$1.85
C Interiors	\$408,793	\$49.28	\$408,793	\$49.28	\$0	\$0.00
D Services						
Conveying Systems	\$48,500	\$5.85	\$48,500	\$5.85	\$0	\$0.00
Plumbing Systems	\$233,889	\$28.20	\$233,889	\$28.20	\$0	\$0.00
HVAC Systems	\$227,492	\$27.43	\$227,492	\$27.43	\$0	\$0.00
Fire Protection Systems	\$44,588	\$5.38	\$44,588	\$5.38	\$0	\$0.00
Electrical Systems	\$449,042	\$54.13	\$438,042	\$52.81	\$11,000	\$1.33
E Equipment and Furnishings	\$88,340	\$10.65	\$88,340	\$10.65	\$0	\$0.00
F Special Construction & Demolition	\$1,274,142	\$153.60	\$0	\$0.00	\$1,274,142	\$153.60
G Sitework	\$128,569	\$15.50	\$0	\$0.00	\$128,569	\$15.50
Z Logistics	\$120,150	\$14.48	\$90,113	\$10.86	\$30,038	\$1.78
General Conditions	\$401,672	\$48.42	\$301,254	\$36.32	\$100,418	\$5.96
<b>Subtotal Direct Costs</b>	<b>\$5,407,415</b>	<b>\$651.89</b>	<b>\$3,570,964</b>	<b>\$430.50</b>	<b>\$1,836,452</b>	<b>\$109.04</b>
3.50% CM/GC Contingency	\$189,260	\$22.82	\$124,984	\$15.07	\$64,276	\$3.82
0.00% Escalation	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00
7.40% Fee-GLI-Bond-Builders Risk-PM-PX	\$414,154	\$49.93	\$273,500	\$32.97	\$140,654	\$8.35
0.00% Preconstruction Fee	Separate	\$0.00	\$0	\$0.00	\$0	\$0.00
<b>CONSTRUCTION SUMMARY</b>	<b>\$6,010,828</b>	<b>\$724.63</b>	<b>\$3,969,447</b>	<b>\$478.53</b>	<b>\$2,041,381</b>	<b>\$121.21</b>
	GSF= 8,295		GSF= 8,295		GSA 16,842	
0.00% Design & Estimating Contingency	\$0	\$0.00				
<b>GRAND TOTAL</b>	<b>\$6,010,828</b>	<b>\$724.63</b>				

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Portland Fire & Rescue Station #21 Guaranteed Maximum Price			SKANSKA				
			Previous March 21, 2013				
July 9th, 2013			GSF= 8,295		GSF= 0		
Description	Total		Total		Difference		
	Cost	Cost/GSF	Cost	Cost/GSF	Cost	Cost/GSF	
Explanation							
A Substructure	\$482,230	\$58.14	\$338,866	\$40.85	\$143,364	\$17.28	Increase in the Size of Grade Beams/Sloping of Columns
B Shell	\$1,500,008	\$180.83	\$1,290,874	\$155.62	\$209,134	\$25.21	Additional Structural Steel for PV and Apparatus Bay/Increase in Metal Panel Cost - Morin
C Interiors	\$408,793	\$49.28	\$445,775	\$53.74	(\$36,982)	(\$4.46)	Added Painting - Was By Owner / Reduced Flooring Costs
D Services							
Conveying Systems	\$48,500	\$5.85	\$50,000	\$6.03	(\$1,500)	(\$0.18)	Package Bid and Savings Realized
Plumbing Systems	\$233,889	\$28.20	\$218,434	\$26.33	\$15,455	\$1.86	Plumbing increased due to added fixtures a types of fixtures
HVAC Systems	\$227,492	\$27.43	\$192,402	\$23.19	\$35,090	\$4.23	Mechanical increased due to added Louver, Exhaust Fans and Roof Hoods
Fire Protection Systems	\$44,588	\$5.38	\$29,033	\$3.50	\$15,555	\$1.88	
Electrical Systems	\$449,042	\$54.13	\$442,346	\$53.33	\$6,696	\$0.81	
E Equipment and Furnishings	\$88,340	\$10.65	\$104,029	\$12.54	(\$15,689)	(\$1.89)	Casework Costs Decreased
F Special Construction & Demolition	\$1,274,142	\$153.60	\$1,284,413	\$154.84	(\$10,271)	(\$1.24)	Addition of Monitoring of Rotary Boring / Lower Piling Costs
G Sitework	\$128,569	\$15.50	\$110,158	\$13.28	\$18,411	\$2.22	Extended Length of Utilities and New Water Vault and Additional Concrete Pourback
Z Logistics	\$120,150	\$14.48	\$91,900	\$11.08	\$28,250	\$3.41	Addition of Utility Usage Fees
General Conditions	\$401,672	\$48.42	\$401,672	\$48.42	\$0	\$0.00	
Subtotal Direct Costs	\$5,407,415	\$651.89	\$4,999,902	\$602.76	\$407,513	\$49.13	
3.50% CM/GC Contingency	\$189,260	\$22.82	\$249,995	\$30.14	(\$60,736)	(\$7.32)	Reduction in Contingency to 3.5% from 5%
0.00% Escalation	\$0	\$0.00	\$12,500	\$1.51	(\$12,500)	(\$1.51)	Escalation Removed
7.40% Fee-GLI-Bond-Builders Risk-PM-PX	\$414,154	\$49.93	\$420,992	\$50.75	(\$6,838)	(\$0.82)	
0.00% Preconstruction Fee	Separate	\$0.00	Separate	\$0.00	\$0	\$0.00	
<b>TOTAL CONSTRUCTION SUMMARY</b>	<b>\$6,010,828</b>	<b>\$724.63</b>	<b>\$5,683,389</b>	<b>\$685.16</b>	<b>\$327,440</b>	<b>\$39.47</b>	
Design & Estimating Contingency	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	
Escalation	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	
<b>GRAND TOTAL</b>	<b>\$6,010,828</b>	<b>\$724.63</b>	<b>\$5,683,389</b>	<b>\$685.16</b>	<b>\$327,440</b>	<b>\$39.47</b>	

**Report to Council Exhibit B****RFP 114291 EXHIBIT A  
MINORITY, WOMEN AND EMERGING SMALL BUSINESS  
SUBCONTRACTOR AND SUPPLIER PLAN  
Fire Station 21****I. Program Goal**

The objective of Skanska's Minority, Women and Emerging Small Business Subcontractor and Supplier Plan ("Plan") on the Fire Station 21 ("Project") is to maximize the utilization of State of Oregon certified minority, women and emerging small business subcontractors, material suppliers and manufacturers (hereafter "MWESB") to promote their economic growth and to increase competition on City of Portland construction contracts. Skanska will identify subcontracting opportunities, materials and supplies needed for the Project and solicit the interest of MWESBs for utilization on the Project. The goal is to accomplish this objective while ensuring that the Project meets schedule, budget, and quality requirements. Skanska will commit to \$1,340,000 which is 35% of \$3,840,000 Collectively, Skanska and subcontractors at ALL tiers will make a firm commitment of 35% MWESB utilization on the Project. The total GMP contract value is \$6,010,828.

To ensure that agreed upon goals and aspirations are met, and to assist in the implementation and monitoring, Skanska will utilize its internal Diversity Manager, Mel Jones. The procurement of MWESBs for the Project will consist of an open, fair and competitive solicitation process, incorporating both Skanska and the City's commitment to the utilization of MWESBs. Skanska will use the procurement methods outlined herein to bring about the utilization of MWESBs.

The process, at a minimum, will include timely notification of solicitations; availability of and easy access to specifications and plans; identification of all MWESB opportunities by divisions of work; facilitating MWESB outreach; directing prospective bidders to MWESBs; and evaluating bids and proposals received for compliance with the Plan's solicitation requirements.

(\*Note that the estimated total subcontracted amount does not include the value of the specialized and proprietary Compaction Grouting scope, valued at \$1,045,000)

## **II. Criteria for Identifying and Packaging MWESB Subcontracting Opportunities**

The following criteria will be used in creating solicitation packages for MWESBs.

- Work normally subcontracted
- Risk compatible with critical path work
- Available MWESBs
- Informal packages not greater than \$450,000
- Formal packages greater than \$450,000

Skanska, in collaboration with the City's Contract Compliance Specialist (CCS), will review all MWESB solicitation packages against these criteria to ensure maximum opportunities are brought forward while mitigating risk, cost and schedule impacts. Skanska will prepare an MWESB solicitation package for each scope of work identified for MWESBs. This information will be utilized for outreach coordination and solicitation purposes. All solicitations will at a minimum comply with the Plan requirements.

## **III. Business Requirements**

Skanska shall provide in all of its subcontracts that subcontractors and suppliers shall be bound by the terms and conditions of this Contract. This includes, but is not limited to, compliance with all applicable federal, state, and local laws in regards to all matters concerning this Contract, including conducting business in the City of Portland. Accordingly, all subcontractors and suppliers must be in compliance with: the City's business license, Equal Employment Opportunity (EEO) certification, Equal Benefits, and bonding requirements; the Americans with Disabilities Act (ADA); and CCB licensing as applicable.

## **IV. Identified Bidding Opportunities**

Skanska will identify all divisions of work that will be subcontracted Outreach will start during the pre-construction phase to provide advance notice to MWESBs. Skanska will contact firms by email and/or fax notifying them of the anticipated work available on the Project. Information will be posted on the Skanska and City of Portland, Procurement websites to facilitate ascertaining the interest of MWESBs in the work of the Project. The advance notice will also be sent to key trade and business organizations that promote utilization of minorities and women in public works projects. Outreach will continue during the life of the Project and will be tailored to specific opportunities made available in solicitation packages. Continued outreach will minimize the risk of overlooking MWESBs with an interest in the Project.

## **V. Solicitation Methods**

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

1. Direct Negotiations, solicitation packages up to \$50,000
2. Informal Solicitations, solicitation packages not greater than \$450,000
3. Formal Solicitations, solicitation packages greater than \$450,000
4. Formal Qualification and Price Based Method, solicitation packages greater than \$450,000

Skanska will mail a solicitation package to interested MWESBs and/or make it available for pick-up. The solicitation packages will include all City contracting requirements as referenced in the project's Contract Documents. Before a solicitation is released, the City's CCS will be provided with a copy of the solicitation package for review and comment.

Skanska will make itself available to assist prospective MWESB bidders in understanding solicitation requirements.

1. Direct Negotiation - where the Estimated Package Value (EPV) is up to \$50,000  
Project solicitation packages at this level may be negotiated directly with an MWESB. Only one MWESB need be solicited in this category and contract award may occur provided the bid amount is up to \$50,000 and other bid requirements are properly met. If no MWESB is available, the solicitation package may be bid to the open market.

Anticipated categories of work for this solicitation include:

- a. Scaffolding
- b. Flagging
- c. Waste removal
- d. Abatement
- e. Door install
- f. Exterior painting
- g. sprinklers

All documentation (Form 1) will be provided to the City's CCS.

2. Informal Solicitation - where the EPV is greater than \$50,000 and less than \$450,000  
Project solicitation packages at this level may not be advertised; however, solicitation will target a minimum of five MWESBs in each division of work indicating interest in bidding the package. If no bids are received, the solicitation package may be bid to the open market. Outreach letters will be sent to MWESBs until a total of five have been contacted regarding the project. Skanska may expand the outreach efforts to open market subcontractors and suppliers, if less than three MWESBs have responded as having interest in bidding the package.

Anticipated categories of work for this solicitation include :

- a. Demolition
- b. Earthwork
- c. Structural steel
- d. Landscaping
- e. Reinforcing steel
- f. Survey
- g. Final cleaning

All documentation of Good Faith Efforts (Form 1 &2) will be provided to the City's CCS.

3. Formal Open Solicitation - where the EPV is greater than \$450,000  
Project solicitation packages at this level will be solicited from open market subcontractors; however, outreach letters will be sent to MWESB's in each division of work until a total of five have been contacted to potentially bid on the project. Project solicitation packages will be advertised in the *Daily Journal of Commerce*, and a minimum of two minority publications (e.g., *El Hispanic News*, *The Skanner*, *The Portland Observer*, *The Asian Reporter*). Additionally, solicitation packages will be provided to the following organizations:

- City of Portland Procurement Services
- Oregon Association of Minority Entrepreneurs (OAME)
- National Association of Minority Contractors Oregon (NAMCO)
- Metropolitan Contractor Improvement Partnership Portland (MCIP)

All documentation of advertisements and Good Faith Efforts (Form 1 &2) will be provided to the City's CCS.

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

4. Formal Qualification and Price Based Method - where the EPV is greater than \$450,000

Where the work involved requires specialized knowledge, skill, experience and expertise a Request for Proposal (RFP) may be used. RFP's will be advertised in the *Daily Journal of Commerce*, and a minimum of two minority publications (e.g., *El Hispanic News*, *The Skanner*, *The Portland Observer*, *The Asian Reporter*). Additionally, solicitation packages will be provided to the following organizations:

- City of Portland Procurement Services
- Oregon Association of Minority Entrepreneurs (OAME)
- National Association of Minority Contractors Oregon (NAMCO)
- Metropolitan Contractor Improvement Partnership Portland (MCIP)

All documentation of advertisements and Good Faith Efforts (Form 1 &2) will be provided to the City's CCS.

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

In addition to price, RFP's must include criteria of a subcontractor's or supplier's diversity plan, including:

- a. Describe objectives for obtaining minimum of 25% MWESB subtier subcontracting for the project
- b. Describe your company's hiring policy and practice for hiring, retaining and advancing minorities and women in your workforce.
- c. Describe your company's qualifications relative to the scope of work
- d. Skanska will require all subtiers bidding scopes of work greater than \$50,000 to follow Skanska's MWESB & Supplier Plan or their bid deemed non-responsive..

Anticipated categories of work for this solicitation include

- a. Drywall/Framing
- b. Mechanical systems
- c. Electrical systems

## **VI. Pre-Bid/Pre-Proposal Meetings**

Skanska will conduct pre-bid/pre-proposal meetings for all solicitation packages with an estimated value greater than \$450,000. The purpose of the meeting is to provide clarity to the Project requirements, view the jobsite, and to reiterate the importance of Skanska commitment to and expectations for MWESB utilization.

Skanska will coordinate meetings with the CCS who must attend all pre-bid/pre-proposal meetings.

## **VII. Outreach Components and Utilization Strategies**

### **1. Subcontracting Opportunities Forum**

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

### **2. Voluntary MWESB Project Outreach Meeting**

During the construction phase, voluntary pre-bid meetings will be conducted on solicitation packages where work has been identified for MWESB participation to assure prospective bidders/subcontractors have an understanding of the solicitation requirements. At the meeting, bidders will receive information and instructions and will be offered assistance in conducting effective solicitation steps to obtain MWESB participation. Skanska is required to notify the City's CCS prior to the meeting being scheduled.

### **3. Subcontractor Outreach**

All Tier Subcontractors will conduct outreach as outlined above. All documentation of Good Faith Efforts (Form 1 & 2) will be provided to the Skanska and CCS.

## **VIII. Technical/Business Assistance**

Skanska will offer and provide the following technical assistance services to all MWESBs awarded a contract on the Project regardless of subcontracting tier:

- a. Establishing a schedule of values for the work to be performed.
- b. Cash flow projections required for successful performance of the work.
- c. Progress payments consistent with the City's Accelerated Payment provisions (i.e. bi-monthly payments).
- d. Advance payment provisions where appropriate to facilitate successful participation of first tier MWESBs.
- 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 Plan.
- f. Negotiate pricing and secure a single material supplier or group of suppliers for eligible participants on particular aspects of the Project to decrease or eliminate material pricing as a factor in the award of contracts to MWESB firms.
- g. Look for opportunities to increase the utilization of small MWESB firms on incidental project work such as flagging, trucking/hauling, landscaping, or cleanup, for work that could be competitively solicited. Skanska may establish unit price project packaging for trucking and



flagging through which a pool of MWESB's can profitably perform.

### **IX. Accelerated Payment**

All contracts are subject to the requirements of Section 195.50 and 195.51, Progress Payments, Retained Amounts, and Mid-Month Payments of the City of Portland's Standard Construction Specifications, which requires twice-monthly payment to primes and subcontractors at all tier levels. These provisions are mandatory on all contracts of the Project at any tier.

### **X. Pre/Post Contract Award Monitoring**

Skanska will comply fully with the provisions of this Plan in the solicitation and award of subcontracts during the life of the Project. Prior to each solicitation, After solicitation but prior to subcontract award, Skanska will submit all bid results, responses to RFP's, and other supporting documentation to the City's CCS for review compliance with established procurement procedures.

Skanska will establish and maintain contact with all participating MWESBs, regardless of tier, to monitor and coordinate efforts to prevent problems from arising and/or solve those that have arisen, which are or may contribute toward unsuccessful performance by the affected MWESB(s). Information regarding such matters will be submitted with the Monthly Subcontractor Payment and Utilization Reports (Form 3) under separate cover to the CCS.

### **XII. MWESB Replacement Policy and Procedure**

While affording maximum opportunities for MWESBs to participate on the Project, it is imperative that the overall Project production schedules be maintained. Any MWESB on the Project deemed to warrant replacement must be terminated in accordance with the provisions as set forth in this Plan. The basis for termination will be one or more of the following with supportive documentation:

1. Inability of the company to perform the work as required
2. Refusal of the company to perform the work as required
3. Mutual agreement of Skanska and the company not to perform the work due to reasons beyond the control or influence of Skanska

Skanska will not be permitted to substitute an MWESB without the consent of CHIEF PROCUREMENT OFFICER. An MWESB is considered substituted or replaced when any portion of the work identified on Form 1 of the MWESB Requirements is performed with the resources of any firm other than the identified MWESB. Resources include supplying the labor, supervision, material, equipment, technical and management expertise to perform the MWESB's work.

If any subcontractor is added or replaced after the bid is submitted, the successful bidder shall make good faith efforts to contract with a MWESB for the work to be performed by that subcontractor. Documentation of these efforts is required, and must be submitted to CCS.

### **XII. Documentation, Reporting and Program Evaluation**

During the life of the Project, Skanska will document information regarding the implementation of the Plan. Information to be documented and submitted to the CCS includes all aspects of the Plan including but not limited to:

- a. The creation of MWESB solicitation packages

- b. MWESB results
- c. Inquiries of MWESB interests in bidding, bid amounts, and contract awards
- d. Subcontractor & Supplier payments (Form 3)
- e. Subcontractor replacement requests/decisions
- f. Technical assistance requested/provided and/or referred
- g. Problems and successes experienced(mentorship)
- h. Capacity building results
- i. Monthly Electronic Spreadsheet of MWESB Awards/Material & Major Expenditures and Supplier Purchases
- j. Presentations of Overall Project Progress to NAMC and OAME is expected quarterly
- k. Desired Charts and Graphs

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

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

**Bidder Name:**

**Total Bid Amount:**

**Bid Number:**

**Project Name:**

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

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


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

<b>LIST ALL SUBCONTRACTORS BELOW</b> (Print Legibly)  Use <u>correct legal name</u> of Subcontractor	<b>GFE AND OTHER DOW</b> (Painting, electrical, landscaping, etc.) Shall list <b>ALL</b> DOW performed by Subcontractors	<b>DOLLAR AMOUNT OF SUBCONTRACT</b>	If Certified MBE/WBE/ESB Subcontractor  Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone#                  Fax:# OCCB#                  FED ID#			□	□	□
Name Address City/St/Zip Phone#                  Fax # OCCB#                  FED ID#			□	□	□
Name Address City/St/Zip Phone#                  Fax # OCCB#                  FED ID#			□	□	□

Failure to submit this form with the bid or by 4:00 p.m. on the day of the bid opening will result in the bid being non-responsive and the bid will be rejected. Completed form may be faxed to: 503-823-6865. The City of Portland is not responsible for delays or problems with fax transmission.

## GFE SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM 1) cont'd

Bidder Name:

Total Bid Amount:

Bid Number:

Project Name:

<b>LIST ALL SUBCONTRACTORS BELOW</b> (Print Legibly)  Use <b>correct legal name</b> of Subcontractor	<b>GFE AND OTHER DOW</b> (Painting, electrical, landscaping, etc.) Shall list <b>ALL</b> DOW performed by Subcontractors	<b>DOLLAR AMOUNT OF SUBCONTRACT</b>	If Certified MBE/WBE/ESB Subcontractor  Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone#                      Fax # OCCB#                      FED ID#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone#                      Fax # OCCB#                      FED ID#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone#                      Fax # OCCB#                      FED ID#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Name Address City/St/Zip Phone#                      Fax # OCCB#                      FED ID#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone#                      Fax # OCCB#                      FED ID#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CITY OF PORTLAND  
MWESB OUTREACH PROGRAM  
MWESB CONTACT / BIDS RECEIVED LOG  
(FORM 2)**

Contractor Name:

Bid Number:

Contractor shall record their contacts with MBE/WBE/ESB Subcontractors through use of this log. All columns must be completed. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work <small>Use list provided for areas of subcontracting. (Painting, electrical, landscaping, etc.)</small>	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY <small>Check Yes or No</small>			REJECTED BIDS <small>(if bid received &amp; not used)</small>		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Article I. Reason Not Used <small>(Price, Scope or Other. If Other, explain in Notes&gt;&gt;)</small>	
MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

If an equivalent form is used, it must include all information requested on this form. Completed form may be faxed to: 503-823-6865. The City of Portland is not responsible for delays or problems with fax transmission.

Electronic Monthly Subcontractor Utilization Report  
Submitted to Prime from CS for Distribution

Bid Number 1172 Contract Number 1172 Contractor Name Greenwood  
Prime Contract Amount 117 Month End Date 05/31 Project Name 1172  
Progress Report Number 1172 Are you being paid twice per month?  Yes  No  
Is this your Final MUR (all subs paid in full)?  Yes  No

**By submitting this document, you are certifying that the firms listed have been utilized by your company in the amounts represented, and that the information contained herein is complete and accurate.**

**Please e-mail completed form to [Angela.Pack@portlandoregon.gov](mailto:Angela.Pack@portlandoregon.gov) no later than the 15th working day of the month.**

**CHANGES TO CONTRACT:** Before replacing, substituting, or adding any subcontractor, please contact the Contract Compliance Specialist assigned to this project.

To add a subcontractor to this form, please send an e-mail to [Angela.Pack@portlandoregon.gov](mailto:Angela.Pack@portlandoregon.gov)

Bid Number	Reporting Date	2nd Tier Sub?	Business Name of All First Tier Subcontractors & Suppliers	Original Subcontract Amount	Amended Subcontract Amount	Payment Made this Month	Retainage this Month	Payments Made to Date	Retainage to Date
0	1/0/1900					\$0.00	\$0.00	\$0.00	\$0.00
0	1/0/1900					\$0.00	\$0.00	\$0.00	\$0.00
0	1/0/1900					\$0.00	\$0.00	\$0.00	\$0.00
0	1/0/1900					\$0.00	\$0.00	\$0.00	\$0.00
0	1/0/1900					\$0.00	\$0.00	\$0.00	\$0.00
0	1/0/1900					\$0.00	\$0.00	\$0.00	\$0.00
0	1/0/1900					\$0.00	\$0.00	\$0.00	\$0.00
0	1/0/1900					\$0.00	\$0.00	\$0.00	\$0.00
0	1/0/1900					\$0.00	\$0.00	\$0.00	\$0.00
0	1/0/1900					\$0.00	\$0.00	\$0.00	\$0.00

**Report to Council Exhibit C**  
**RFP 114291 EXHIBIT B**  
**CONSTRUCTION MANAGER / GENERAL CONTRACTOR**  
**WORKFORCE TRAINING & HIRING PROGRAM - CONTRACTOR CHECKLIST**

*This program applies to projects estimated at \$200,000 or more and subcontracts of \$100,000 or more*

Skanska's and All Sub Tiers, where applicable, intent to implement the City's Workforce Training and Hiring Program on the Fire Station 21 Project. This implementation of the program includes the 20% apprentice program, goals of 18% minority and 9% female participation, good faith recruiting, training agent registration, and monthly reporting. We will utilize the required forms (Exhibits 2, 3 & 4) as required in the program.

The following Workforce Training & Hiring Program requirements are a summary of the key contractual obligations of contractors working on City projects. It is the Contractor's responsibility to read and fully understand this section of the bid specifications and to comply with all provisions of the program, regardless of whether they appear on this checklist. Contractors shall include in their bid all costs associated with complying with the Workforce Program. An 18% aspirational goal for minorities and 9% for females has been set on City funded construction projects for apprentices and journey level workers.

**CHECKLIST:**

**1. Prime Contractor:**

- A. Submit a Work Plan (Exhibit 2) to City prior to Contract award, or as otherwise designated. The Plan should detail your approach and strategies to achieve the targeted workforce goals established by the City.
- B. Submit a Work Plan for each subcontractor with a subcontract \$100,000 and above. The Plan should detail the approach and strategies that will be used to achieve the targeted workforce goals established by the City.
- C. Ensure compliance by all subcontractors with subcontracts of \$100,000 or more, and provide them with a copy of the Workforce Training & Hiring Program specifications.

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

- A. Submit a Work Plan (Exhibit 2) prior to beginning work on the project or within 5 days of signing a subcontract, whichever occurs first.

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

- A. Before starting work on this project: Submit proof of registration as a Training Agent with the Bureau of Labor & Industries (BOLI), Apprenticeship & Training Division. Not a BOLI registered training agent? Contact BOLI (971-673-0760) or City of Portland (503-823-5047) for further information.
- B. Throughout the duration of the project:
  - 1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the Prime, and subcontractors with subcontracts of \$100,000 or more, are worked by state registered apprentices. The Prime and subcontractors shall fulfill the 20% apprenticeship requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program, if working in excess of 300 hours in any given trade.
  - 2. Strive in good faith to meet the diversity goals of employing women and minorities (both



journey and apprentice level workers).

3. Make all reasonable and necessary efforts to employ a workforce that reflects the diversity of the city of Portland, including recruitment of a diverse workforce through the unions, the apprenticeship programs and other community resources, as described herein.
4. Maintain written documentation of all requests for workers from the unions, apprenticeship programs, and community organizations.
5. When an apprentice is hired: Notify the City's Contract Compliance Specialist assigned to the project.
6. Submit the Monthly Employment Report (Exhibit 4) by the 5th of each month to the Owner's Project Manager and the Contract Compliance Specialist. This report will be submitted electronically upon award (via email). For further information, please send an email to: [murmer@portlandoregon.gov](mailto:murmer@portlandoregon.gov).

For additional information or questions, please contact the Contract Compliance Specialist assigned to the project or the City's Workforce Program Coordinator at 503-823-5047.

## WORKFORCE TRAINING AND HIRING PROGRAM Specifications

### I. PURPOSE

#### A. General Program Description

The Portland City Council has directed that all Bureaus and Departments maximize apprenticeship and employment opportunities for minorities, women and economically disadvantaged workers in the construction trades (ref. City Ordinance No. 167374, Feb. 16, 1994 and County Ordinance No. 861, July 11, 1996). Their goals include a) ensuring that the City does business with contractors whose workforce reflects the diversity of the workforce found in the city of Portland and Multnomah County, and b) that their contracting dollars provide fair and equal opportunities to the jurisdictions' diverse populations.

The Workforce Training & Hiring Program ("Workforce Program") is administered for the City of Portland, by the City of Portland, Procurement Services. The Workforce Program applies to all projects estimated at \$200,000 or more and to each subcontractor having a subcontract of \$100,000 or more on the project. The Contractor and all subcontractors are encouraged to fulfill the program requirements even if their contracts are less than these amounts.

Contractors shall make reasonable efforts to ensure that their workforce reflects the diversity of the city of Portland and Multnomah County.

One way contractors can make reasonable efforts to ensure that their workforce is diverse is to recruit, train and employ minorities and women whenever possible. This portion of the Contract establishes requirements regarding that recruitment, training and employment.

**For purposes of the Workforce Program specifications, the following definitions shall apply:**

The "**Contract**" shall mean the contract awarded as a result of these bid specifications.

"**Contractor**" shall mean the Prime Contractor to whom a Contract is awarded, and any subcontractors with subcontracts of \$100,000 or more.

The term "**minorities**" shall include members of either sex who are African-Americans, Hispanic Americans, Asians or Pacific Islanders, Native Americans or Alaskan Native Americans.

"**Owner**" shall mean the government agency that awarded the Contract, or leveraged public involvement in the project through a loan or development agreement.

The "**project**" shall include all work performed pursuant to the Contract.

#### B. Organization of Program Requirements

The Workforce Program specifications are divided into several parts.

**Section II** - refers to the action the PRIME must take in order to be eligible for award of a contract.

**Section III** - lists the actions that must be taken by the PRIME to meet contractual obligations.

**Section IV** - refers to remedies available to the Owner if a PRIME fails to meet the requirements of the Workforce Program specifications.

**Section V** - refers to the Owner's ability to monitor compliance with the Workforce Program specification by examination of PRIME and subcontractor records.

## **II. ACTIONS REQUIRED PRIOR TO BEGINNING THE PROJECT**

The PRIME shall thoroughly read this Workforce Program specification and commit to perform all requirements described herein. The PRIME shall submit, before work begins, a Work Plan, which demonstrates how the workforce on this project will fulfill all program requirements, including utilization of apprentices and targeted workforce goals.

## **III. ACTIONS REQUIRED TO SATISFY CONTRACTUAL OBLIGATIONS**

### **A. Make Reasonable Efforts to Have Diverse Workforce**

A PRIME must make all necessary and reasonable efforts to have a workforce that reflects the diversity of the city of Portland and Multnomah County and is reasonably consistent with the availability of qualified women and minorities based on Equal Employment Opportunity data supplied by the City. This requirement is in addition to any other requirement of this portion of the Contract.

1. The PRIME and its subcontractors with subcontracts of \$100,000 or more, at any tier level, shall strive to achieve the workforce diversity goal of 18% minority and 9% female hours (including both journey level and apprentice workers) on the project.
2. Provide written documentation of its good faith recruitment efforts. Contractors must follow the process for recruiting apprentices and journey workers described in Section III, subsections F and G of this specification. This process is considered by the City to be the minimum effort to recruit a diverse workforce.
3. The failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall not excuse the Contractor's obligations under this section of the specifications.

### **B. Ensure Compliance by Certain Subcontractors**

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

### **C. Register as a Training Agent**

The PRIME shall register with the Oregon Bureau of Labor and Industries (BOLI) as a Training Agent and ensure that all subcontractors who have contracts in the amount of \$100,000 or more are registered as Training Agents. Registration as a Training Agent in a specific trade is not required if there are no training opportunities in that trade on the project, based on the maximum ratio allowed by BOLI.

1. Training programs approved by and registered with BOLI may be used to fulfill training requirements under the Workforce Program specifications. Other training alternatives must be approved by the City's Workforce Program Coordinator.
2. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flag person, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts, which are not apprenticeable occupations are exempt from the training requirements.
3. Exemptions to the training requirements must be approved by the Owner in writing prior to starting work on the project. Written requests for exemptions related to the training requirements will be considered by the Owner only for extreme circumstances during the course of the project, and must be approved in writing. All requests to exempt all or any portion of the work on a project shall be submitted to the Owner 14 calendar days before any work on the project begins. All exemptions must be approved by the Workforce Program Coordinator. *Please note: Procedures for granting exemptions are subject to change. For the most recent updates, please visit <http://www.portlandonline.com/omf/index.cfm?c=42255&>.*

D. Submit Documentation

The PRIME shall submit documentation regarding the following subjects to the Owner. The Owner's failure to object to documentation submitted by the PRIME or subcontractor shall not relieve them of the requirements of the Workforce Program specifications.

1. **Training Agent Status**  
The PRIME and all required subcontractors listed on the First Tier Subcontractor Disclosure Form must submit proof to the Contract Compliance Specialist that they are registered Training Agents with BOLI prior to beginning any work on the project.
2. **Subcontractor Workforce Information**  
Exhibit 2, Work Plan, must also be submitted for each subcontractor with a contract of \$100,000 or more, prior to beginning work on the project or within 5 calendar days after the execution of the applicable subcontract, whichever occurs first. Work by a subcontractor shall not begin prior to submission of such documentation.
3. **Prime and Subcontractor Reports After Work Begins**  
The Monthly Employment Report (Exhibit 4) must be submitted by the PRIME and any subcontractor having a subcontract of \$100,000 or more to the Contract Compliance Specialist by the 5th day of each month, with a copy to the Owner's Project Manager. The Contractor shall follow the submittal instructions on the report form. All hours subject to prevailing wage rates on public projects, in addition to supervisors, foremen and superintendents, shall be reported on Exhibit 4.
4. A copy of certified payroll reports may be requested by the Owner to verify information in the Report. The payroll reports shall be provided within 7 days of the date when the Contractor receives the request for the payroll.

E. Use of Apprentices

The PRIME shall:

1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed on the

project by the PRIME, and subcontractors with subcontracts of \$100,000 or more, are worked by state registered apprentices throughout the duration of the project. The PRIME and subcontractors shall fulfill the 20% apprenticeship requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program, if working in excess of 300 hours in any given trade.

2. Pay all apprentices the wages required by any applicable collective bargaining contract or pursuant to state or federal law and regulations.
3. Not use workers previously employed at journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of these provisions.
4. Notify the Contract Compliance Specialist when an apprentice is hired for this project.
5. Count apprentice hours as follows:
  - (a) Hours worked on the project by apprentices enrolled in state-approved apprenticeship programs. If the Contractor is unable to fulfill its 20% requirement, then the Contractor may also use methods (b) and (c) below;
  - (b) Hours worked on the project by apprentices who are required to be away from the job site for related training during the course of the project, but only if the apprentice is rehired by the same employer after completion of training; and
  - (c) Hours worked on the project by graduates of state-registered apprenticeship programs, provided that such hours are worked within the 12-month period following the apprentice's completion date.

F. Use Apprenticeship Programs for Referrals

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

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

**NOTE: Contractors may contact the Contract Compliance Specialist for assistance regarding the apprentice referral process, or may utilize Exhibit 3, Request for Apprentice form, to document their efforts.**

#### G. Utilize Unions and Community Organizations When Recruiting For any Positions

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

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

#### IV. **CONSEQUENCES OF NONCOMPLIANCE WITH WORKFORCE PROGRAM REQUIREMENTS**

The Owner's commitment to this program is reflected, in part, by the cost of administering the program. Failure to meet the requirements of this section of the specifications negates such funding and impairs the Owner's efforts to promote workforce diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, the parties mutually agree that failure to meet the requirements of this section of the specifications, including but not limited to the submission of required documentation, constitutes a material breach of the Contract.

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

##### A. Withholding Progress Payments

The Owner may withhold all or part of any progress payment or payments until the PRIME has remedied the breach of Contract. In the event that progress payments are withheld, the PRIME shall not be entitled to interest on said payments.

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

##### B. Retain Sums as Damages for Failure to Comply with Workforce Program Specifications

The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for the PRIME's failure to comply with the Workforce Program specifications. The parties further agree that it is difficult, if not impossible, to determine the cost to the Owner when workforce opportunities are not provided. Therefore, if the PRIME fails to comply with the Workforce Program provisions of this Contract, the PRIME agrees to pay the sum of \$250 per day for each day of missed apprenticeship hours or until the breach of Contract is remedied. Damages may be assessed for failure to meet the 20% apprenticeship training requirements by the PRIME and each required subcontractor in each trade employed. Damages will be calculated based on the training hours not provided at a rate of \$250 per day. For example, if the Contractor was required to provide 200 hours of carpenter training (20% of 1,000 total carpenter hours), and the Contractor only provided 150 training hours, then the difference (50 hours) is divided by 8 (one day of work) to determine the

number of days of undelivered training. ( $50/8 = 6.25 \times \$250 = \$1,562.5$ ).

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

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

C. Retain Sums as Liquidated Damages for Delay

The PRIME agrees that any delay to the specified contract time as a result of the PRIME's failure to comply with the requirements of these specifications shall subject the PRIME to the amount of liquidated damages specified elsewhere in the Contract.

D. Notification of Possible Debarment

By executing this Contract, the PRIME agrees that it has been notified that failure to comply with the requirements of this portion of the Contract may lead to the PRIME's disqualification from bidding on and receiving other Owner contracts.

E. Other Remedies

The remedies that are noted above do not limit any other remedies available to the Owner in the event that the PRIME fails to meet the requirements of the Workforce Program specifications.

V. **REVIEW OF RECORDS**

In the event that the Owner reasonably believes that a violation of the requirements of the Workforce Program specifications has occurred, the Owner is entitled to review the books and records of the PRIME and any subcontractors employed on the project to which the requirements of these specifications are applicable to determine whether such a violation has or has not occurred.

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

**ATTACHMENTS:**

Exhibit 1: Recommended Recruitment & Retention Practices

Exhibit 2: Projected Hiring Needs

Exhibit 3: Request For Apprentice form

Exhibit 4: Monthly Employment/Training Report

Exhibit 5: Apprenticeship Ratio Data

**WorkSource Contact:**

Frank Granger

WorkSource Portland Metro Central

30 N. Webster Street, Suite E

(503) 280-6056

**Questions Regarding Apprenticeship:**

Bureau of Labor & Industries  
Apprenticeship & Training Division  
800 N.E. Oregon St. # 32  
Portland, OR 97232  
(971) 673-0760

**Questions Regarding the Workforce Training & Hiring Program:**

City of Portland / Procurement Services  
1120 SW 5<sup>th</sup> Ave, Room 750  
Portland, OR 97204  
503-823-5047 (main number)



## RECOMMENDED GOOD FAITH RECRUITMENT & RETENTION PRACTICES

### A. Recruitment Efforts

Good faith recruitment efforts are those intense, aggressive, sincere, and result-oriented actions taken by the Contractor designed to accomplish the objectives of the City Workforce Training & Hiring. Good faith recruitment efforts include, but are not limited to:

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

### B. Retention Efforts

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

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

## Workforce Plan

**Instructions**

1. This form must be completed by the prime and each subcontractor with a subcontract of \$100,000 or more.
2. Please state how you plan to perform the work on this project, indicating the number of journey workers and apprentices, by trade. The 20% Apprenticeship Requirements per trade and goals of 18% Minority and 9% Female.
3. This plan must demonstrate how your company will fulfill all Workforce Training & Hiring Program requirements, including utilization of apprentices, and diversity goals.

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

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

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

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

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

Name of Workforce Plan Administrator (for Apprentice/Diversity Goals): \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address? \_\_\_\_\_ Phone number: \_\_\_\_\_

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

Which JATC dispatches apprentices to your company?

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

<input type="checkbox"/> Oregon Tradeswomen	<input type="checkbox"/> ETAP	<input type="checkbox"/> Portland Youth Builders
<input type="checkbox"/> Constructing Hope	<input type="checkbox"/> Job Corps	<input type="checkbox"/> Other
3. Do you need any assistance with meeting the apprenticeship requirements or diversity goals on this project?  
 Yes  No

Prepared By (print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Send to: Angela Y. Pack (email: [angela.pack@portlandoregon.gov](mailto:angela.pack@portlandoregon.gov) )**  
**City of Portland, Bureau of Internal Business Services, Procurement Services**  
**1120 S.W. Fifth Avenue #750, Portland, OR 97204**  
**Phone (503) 823-5047 or FAX (503) 823-5539**

## Request For Apprentice Skanska – Firestation 21

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

**FAX To:** \_\_\_\_\_ / \_\_\_\_\_  
 (Apprenticeship Committee) (Contact/ Dispatcher)

Fax Number: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

**Request From:**

Company Name: \_\_\_\_\_ / \_\_\_\_\_  
 (Registered Training Agent) (Contact Person)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Apprentice Request:**

As a registered Training Agent, I am using this form to request referral of an apprentice for employment with my company in cooperation with the City Workforce Training & Hiring Program. **The City goals are 18% minority and 9% Female and I would like to comply in diversifying my workforce.** Therefore, please refer ethnic minorities and women for my consideration.

Apprentice referral is needed by this date: \_\_\_\_\_ Work Starts: \_\_\_\_\_

Job Site Location: \_\_\_\_\_ Expected Length of Employment: \_\_\_\_\_

Bid # and Project Name: \_\_\_\_\_ Owner: City of Portland

Number of Apprentices: \_\_\_\_\_ Trade/Occupation: \_\_\_\_\_

Number of Apprentices: \_\_\_\_\_ Trade/Occupation: \_\_\_\_\_

Minimum qualifications (if different from apprenticeship standards): \_\_\_\_\_

Safety needs:  Hard hat  Gloves  Hard-toed boots  Other \_\_\_\_\_

**Apprenticeship Committee Instructions:**

***Please complete and fax to City Workforce Program at: 503-823-6865***

We were able to dispatch an apprentice to the project listed above.  
 Name of Apprentice \_\_\_\_\_ Race *A (Asian-American)* Gender *M* Term \_\_\_\_\_

We were unable to dispatch an apprentice to the project listed above because:  
 \_\_\_\_\_  
 \_\_\_\_\_

**Contractor: Please FAX/EMAIL to:** City of Portland Workforce Training & Hiring Program  
 Attn: Angela Y. Pack (email: [angela.pack@portlandoregon.gov](mailto:angela.pack@portlandoregon.gov))  
 1120 SW 5th Ave. Rm 750, Portland, OR 97204  
 Phone: (503) 823-5047 / FAX: (503) 823-6865

## MONTHLY EMPLOYMENT REPORT

Email MER Report directly to prime and cc me at [angela.pack@portlandoregon.gov](mailto:angela.pack@portlandoregon.gov) .by the 5<sup>th</sup> of each month.

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

<u>TRADE</u>	<u>APPRENTICE TO JOURNEY RATIO*</u>		
	<u>1<sup>st</sup> Apprentice</u>	<u>2<sup>nd</sup> Apprentice</u>	<u>Max</u>
Asbestos/Insulation Workers	1/1	1/4	
Brick/Marble/Terrazzo/Tile Finisher	1/1	1/3	
Bricklayer/Masonry	1/1	1/3	
Carpenter (Portland)	1/1	1/1	1/1 for first three apprentices; 1/5 after
Carpet Installers/Floorlayers	1/1	1/3	
Cement Masons	1/2 (1/1 Open Shop)	1/3	
Drywall Applicator (Ext/Int Specialists)	1/1	1/1	1/1 for the first three apprentices; 1/5 thereafter
Drywall Finisher (Taper)	1/1	1/3	1/3 thereafter
Electricians			
Inside	1/1	1/3	Allowed 2 apprentices for every 3 journey
Limited Energy/Limited Residential	1/1	1/1	
Construction Lineman	1/1		Max. 2 apprentices a crew/subject to conditions
Limited Maintenance	1/1	1/2	
Stationary Engineer	1/1	1/3	
Elevator Contractor	1/1	1/3	
Environmental Control System (HVAC)	1/1	1/1	Additional apprentices at 1/3
Glass Installer (Glazier)	1/1	1/3	
Hod Carrier/Mason Tender	1/1	1/5	
Iron Worker	1/1	1/3	
Laborer (Construction)	1/1	1/5 (1/3 open shop)	1/10 Union – 10 max
Maintenance Mechanic	1/1	1/3	
Millwright	1/1		1/1 for first three apprentices, 1/5 after
Operating Engineer (Heavy)	1/1-4	2/5-9	3/10-19 4/20-24 5/25-29 30 or more 1/for each 5 additional operators
Painting & Sandblasting	1/1	1/3	
Painting (Traffic Control)	1/1	1/4	
Pile Drivers	1/1	1/1	1/1 for first three apprentices, 1/5 thereafter
Pipe Fitters	1/1	1/1	1/3 thereafter
Plasterers	1/1	1/3	
Plumber	1/1	1/1	1/1 for first two apprentices, 1/3 after
Roofer	1/1	1/1	
Scaffold Erector	1/1		1/1 for the first five apprentices; 1/5 thereafter
Sheet Metal Worker	1/1	1/1	1/1 for first two apprentices, 1/3
Sheet metal Worker (Residential)	1/1	1/3	
Sign Maker/Erector	1/1	1/1	
Sprinkler Fitter	1/1	1/1	
Steamfitters	1/1	1/1	1/1 for the first two apprentices on the job; 1/3 thereafter
Terrazzo Worker	1/1	1/3	
Tile/Marble Setter	1/1	1/3	
Truck Driver (Heavy)	1/1	1/1	