

**PORTLAND DEVELOPMENT COMMISSION**  
Portland, Oregon

**RESOLUTION NO. 6578**

**AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH  
BECKER LAND, LLC FOR THE DISPOSITION OF LOTS 1 AND  
2 AT RIVERSIDE PARKWAY CORPORATE CENTER IN THE  
AIRPORT WAY URBAN RENEWAL AREA FOR \$2,139,888.**

**WHEREAS**, in January 2002, the Portland Development Commission (“PDC”) purchased approximately 38.4 acres of land in the Airport Way Urban Renewal Area for the purpose of having an inventory of property to attract quality users that provide family-wage jobs in support of the Urban Renewal Plan;

**WHEREAS**, PDC, through its then Optionee, Panattoni Development, developed the infrastructure for the property and subdivided it into eight separate lots for sale and development, said subdivision now known as the Riverside Parkway Corporate Center (“RPCC”);

**WHEREAS**, on May 25, 2005, the PDC Board of Commissioners (“Board”) adopted Resolution No. 6240 authorizing staff to execute a Professional Services Agreement with the Grubb & Ellis Company for marketing and brokerage services at RPCC;

**WHEREAS**, on behalf of PDC, Grubb & Ellis has helped negotiate the terms and conditions of a proposed sale of 8.1875 acres at RPCC to Becker Land, LLC, subject to Board approval; and

**WHEREAS**, the sale of this property will result in approximately \$6 million in private investment, will generate approximately \$2 million in program income and will retain over 50 quality jobs.

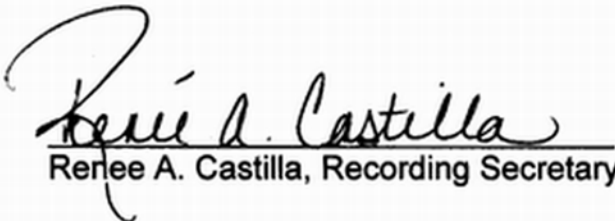
**NOW, THEREFORE, BE IT RESOLVED** that that the Executive Director is hereby authorized to enter into a Purchase and Sale Agreement, substantially in the form attached hereto as Exhibit A, with Becker Land, LLC for the disposition of Lots 1 and 2 in the Riverside Parkway Corporate Center for up to \$2,139,888;

**BE IT FURTHER RESOLVED** that that the Executive Director may approve changes to the agreement if such modifications do not materially change PDC’s obligations or risks from those contained in the agreement attached hereto;

**BE IT FURTHER RESOLVED** that that the Executive Director is authorized to make adjustments to the Schedule of Performance by a time period not to exceed 120 days and may adjust purchase price by not more than 10% based on findings during the due diligence period and negotiations resulting therefrom; and

**BE IT FURTHER RESOLVED** that this resolution shall become effective immediately upon its adoption.

**Adopted by the Portland Development Commission on August 13, 2008.**



Renee A. Castilla  
Renee A. Castilla, Recording Secretary

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made and entered into as of the last date of signature indicated below (the “**Effective Date**”), by and between BECKER LAND, LLC, an Washington limited liability company (“**Buyer**”), and the CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION (“**Seller**” or “**PDC**”) (collectively referred to herein as the “**Parties**”).

### RECITALS

- A. Seller is the owner of approximately 8.2 acres of real property and all improvements and rights appurtenant thereto, commonly known as Lots 1 and 2, Riverside Parkway Corporate Center, located in the City of Portland, County of Multnomah and State of Oregon, and as more particularly described on the attached Exhibit A (the “**Property**”).
- B. Buyer desires to purchase the Property for future development of the improvements as described in the Scope of Development as set forth in Exhibit B (the “**Project**”).
- C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all rights title and interest in the Property.

### AGREEMENT

1. **Purchase and Sale.** The Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property upon the terms and subject to the conditions set forth in this Agreement. A Memorandum of Agreement in the form attached hereto as Exhibit C shall be recorded within 30 days of Closing.
2. **Purchase Price.** The purchase price for the Property will be an amount not to exceed TWO MILLION ONE HUNDRED THIRTY-NINE THOUSAND EIGHT HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS (\$2,139,888.00) (“**Purchase Price**”). The Purchase Price will be calculated based on a price of Six and NO/100 dollars (\$6.00) per Net Usable Square Foot of the Property and a price of Five and 50/100 dollars (\$5.50) per Remaining Square Foot of the Property. The total Net Usable Square Feet and Remaining Square Feet will be confirmed by a survey acceptable to both Parties, as further set forth in Section 6.1.5.
3. **Payment of Purchase Price.** The Purchase Price will be payable as follows:
  - 3.1 Escrow Deposit. Within ten (10) days after the Effective Date of this Agreement, Buyer will deposit into escrow cash in the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) (“**Escrow Deposit**”) with FIRST AMERICAN

TITLE INSURANCE COMPANY, located at 200 SW Market Street, Suite 250 Portland, Oregon 97201 (“**Escrow Holder**”). The Escrow Deposit will be refundable to Buyer until the expiration of the Feasibility Period, as provided in Section 4. At Closing, the Escrow Deposit will be credited toward payment of the Purchase Price.

- 3.2 Payment of Purchase Price. The Purchase Price will be paid at Closing as follows. The Escrow Deposit and the Extension Payment, if any, will be credited to the Purchase Price. Buyer will pay to Seller the remainder of the Purchase Price plus all Accrued Interest, if any, in cash or immediately available funds at Closing.
4. **Feasibility Period.** For a period of ninety (90) days after the Effective Date (the “**Feasibility Period**”), Buyer shall be entitled to inspect the Property, to conduct such tests, surveys, analyses and feasibility studies of the Property as Buyer deems necessary, and to meet with governmental entities regarding the feasibility of development of the Property. Seller agrees to reasonably cooperate with Buyer in connection with the tests, investigation and inspection of the Property. Without limiting the generality of the foregoing, Buyer (and persons or entities authorized by Buyer) shall have the right and authority to go upon the Property, as described in the Permit of Entry, a form of which is attached hereto as Exhibit D, from time to time on one or more occasions, for tests, surveys, analyses, and feasibility studies. Prior to commencing any invasive test or investigation, including without limitation soil, water or other sampling, testing or analysis, drilling, or boring, Buyer shall notify Seller of the scope and nature of the intended testing or investigation and shall obtain Seller’s prior written consent thereto.

If Buyer determines, in Buyer’s reasonable judgment that the Property is not suitable for the development, Buyer shall notify Seller and Escrow Agent in writing on or before expiration of the Feasibility Period, and upon such notice this Agreement shall terminate, Escrow Holder shall return the Escrow Deposit to Buyer, subject to any adjustments for prorations and other credits provided for in this Agreement, and neither Buyer nor Seller shall have any further obligations hereunder.

5. **Closing.** Closing will occur as follows:
- 5.1 This transaction will close thirty (30) days following the end of the Feasibility Period (the “**Closing Date**” or “**Closing**”), unless otherwise extended in writing by the Parties as set forth below.
- 5.2 Buyer may extend the Closing for up to one year (the “**Extension Period**”) under the following terms and conditions.
- 5.2.1 At least ten (10) days prior to the Closing Date, Buyer shall notify Seller in writing of its intent to extend the Closing;

5.2.2 Within ten (10) days after the date of the notice required in paragraph 5.2.1 above, Buyer shall deposit into escrow with the Escrow Holder cash in the amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) (the “**Extension Payment**”). The Extension Payment is non-refundable and shall be paid to PDC if Closing does not occur. If Closing occurs as provided in this Agreement, the Extension Payment shall be credited to the Purchase Price at Closing.

5.2.3 At Closing, Buyer shall pay to PDC monthly interest accrued (“**Accrued Interest**”) on the Purchase Price, minus the sum of the Escrow Deposit and the Extension Payment, at a rate of three percent (3%) for per annum each month for the initial six months of the Extension Period and at a rate of six and one-half percent (6.5%) per annum for the last six months of the Extension Period (each referred to herein as the “**Interest Rate**”) until Closing occurs. The amount of monthly Accrued Interest will be based on the actual number of calendar days during such month and shall be calculated by subtracting the Escrow Deposit and the Extension Payment from the Purchase Price, multiplying the difference by the per annum Interest Rate, dividing the product by 365 and multiplying the quotient by the actual number of days elapsed. Buyer understands that the actual amount of the Accrued Interest Payment for each month will vary depending on the actual number of calendar days elapsed.

## 6. **Conditions Precedent to Closing.**

6.1 Conditions Precedent to Buyer’s Obligations. In addition to any other conditions contained in this Agreement, the following conditions precedent must be satisfied prior to Buyer’s obligation to acquire the Property. These conditions are intended solely for Buyer’s benefit and Buyer will have the sole right and discretion to waive, by written notice, any of the conditions. In the event any condition is not satisfied or waived on or before Closing, or other date as set forth herein, Buyer shall have the right to terminate this Agreement and be refunded its Escrow Deposit:

6.1.1 Title. At Closing Seller will convey fee simple title to the Property by bargain and sale deed. Title will be good and marketable and will be insured by an Owner’s Standard Form of Title Policy issued by Escrow Holder in the full amount of the Purchase Price, insuring fee simple title vested in Buyer or its nominees (“**Title Policy**”). Title insured will be subject only to the standard exceptions of such policy, current taxes not yet delinquent, and the Permitted Exceptions, as hereinafter defined. Buyer will have the right, if Buyer so elects, to cause the title policy to be issued as an ALTA extended coverage policy, provided Buyer pays the additional premiums and survey costs associated therewith.

6.1.2 Title Report. Within fifteen (15) days of the Effective Date, Seller, at Seller’s expense, will cause the Escrow Holder to deliver to Buyer a Title Report covering the Property, together with legible copies of all plats and exceptions to title referenced in the Title Report. Within twenty (20) days of its receipt of the Title Report,

Buyer will give written notice to Seller of the Exceptions that Buyer will require Seller to remove of record at or before Closing (the “**Unacceptable Exceptions**”). Exceptions to which Buyer makes no objection are deemed “**Permitted Exceptions**.” Seller will thereafter have fifteen (15) days to use its best efforts to remove such exceptions at Seller’s sole cost or inform Buyer in writing that it is unable to remove any such exception. All new exceptions appearing on subsequent title reports will be considered unacceptable, unless accepted in writing by Buyer. If for any reason Seller cannot remove any of the Unacceptable Exceptions before Closing, then Buyer may elect to either:

6.1.2.1 accept title to the Property subject to such exceptions;

6.1.2.2 waive its objection in writing to Seller and elect to have any monetary lien or encumbrance removed at Closing to the extent that it can be satisfied and removed by application of all or a portion of the Purchase Price; or

6.1.2.3 refuse to accept the Property and terminate this Agreement.

6.1.3 Boundaries/Access; Delivery of Surveys and Documents. Within ten (10) days of the Effective Date, Seller will provide Buyer with all existing surveys, environmental reports, notices, or other such documents in its possession relating to the Property (the “**Documents**”). It is a condition to closing that: (1) Buyer acknowledge receipt and acceptance of the Documents; (2) there are no discrepancies in the boundaries of the Property; and (3) there are no encroachments or prescriptive or adverse rights on or affecting the Property or any portion thereof. If Buyer notifies Seller prior to the Closing Date that any of the requirements are not satisfied, Buyer may elect to either:

6.1.3.1 accept title to the Property subject to such items;

6.1.3.2 waive its objection to such items in writing to Seller; or

6.1.3.3 refuse to accept the Property and terminate this Agreement.

6.1.4 Representations, Warranties, and Covenants of Seller. The Seller will have duly performed every agreement to be performed by Seller hereunder and Seller’s representations, warranties, and covenants set forth in this Agreement will be true and correct as of the Closing Date, and such representations, warranties and covenants shall not merge into the vesting deed to Buyer.

6.1.4.1 At the Closing Date, there will have been no material adverse changes related to or connected with the Property.

6.1.4.2 As of the Closing Date, the Escrow Holder will have issued or committed to issue the Title Policy to Buyer.

6.1.4.3 Seller agrees that all taxes, assessments and encumbrances, if any, that will be a lien against the Property at Closing, will be satisfied of record by Seller. If Seller fails to do so, Buyer may pay any such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price. Regular real property taxes payable during the year in which closing occurs and any rents or income applicable to the Property will be prorated as of Closing. Seller shall be responsible for required property tax payments, if any, resulting from disqualification of the Property from tax deferred status.

6.1.5 Property Survey. Within forty-five (45) days of the Effective Date, Seller shall provide, at Seller's sole cost and expense, an ALTA Survey of the Property that calculates the Net Usable Square Footage of the Property (the "**Survey**"). Buyer and Seller must agree upon the results of the Survey that will establish the Net Usable Square Footage and the Remaining Square Footage of the Property and will confirm the Purchase Price pursuant to Section 2 above. As used in this Agreement, the term "**Net Usable Square Footage**" and its derivatives shall mean the actual land area within the Property boundaries, excluding any land area affected by easements that impair Buyer's right to construct buildings thereon. As used in this Agreement, the term "**Remaining Square Footage**" and its derivatives shall mean the difference between the actual land area within the Property boundaries and the Net Usable Square Footage.

6.2 Conditions Precedent to Seller's Obligations. The close of escrow and Seller's obligations with respect to the transactions contemplated by this Agreement are subject to Buyer's delivery to the Escrow Holder on or before the Closing Date, for disbursement as provided herein, of the Purchase Price and the documents and materials required of Buyer described in this Agreement.

6.2.1 The Board of Directors of the Portland Development Commission will have approved this transaction at a public meeting.

6.2.2 Buyer and Seller will have agreed upon the results of a survey to establish the Net Usable Square Footage of the Property and the Purchase Price pursuant to Section 2 above.

6.2.3 The Parties shall have agreed on the final forms of the bargain and sale deed, a form of which is attached hereto as Exhibit E, and the quitclaim deed and escrow instructions for the quitclaim deed, a form of which is attached hereto as Exhibit H.

6.3 Failure of Conditions to Closing. In the event any of the conditions set forth in Sections 7.1 or 7.2 are not timely satisfied or waived, for a reason other than the default of Buyer or Seller under this Agreement:

6.3.1 This Agreement, the escrow, and the rights and obligations of Buyer and Seller will terminate, except as otherwise provided herein; and

6.3.2 The Escrow Holder is hereby instructed to promptly return to Seller and Buyer all funds and documents deposited by them, respectively, in escrow that are held by the Escrow Holder on the date of the termination.

6.4 Cancellation Fees and Expenses; Closing Escrow. In the event this escrow terminates because of the nonsatisfaction of any condition for a reason other than the default of either Buyer or Seller under this Agreement, the cancellation charges required to be paid by and to the Escrow Holder will be borne equally by the Buyer and Seller. In the event this escrow terminates because of default by either party, the cancellation charges required to be paid by and to the Escrow Holder will be borne by the defaulting party.

6.5 Prorates and Costs. Except as otherwise provided herein, all items to be prorated will be prorated in escrow as of the Closing Date. For the purpose of calculating prorations, the Buyer will be deemed to be in title to the Property and, therefore, entitled to the income and responsibility for the expenses for the entire day following the Closing Date.

6.6 Fees and Expenses; Title Re-Vesting in Seller. In the event of the default of Buyer under Section 16 of this Agreement that results in the Property re-vesting in Seller, the associated recording costs and escrow fees required to be paid by and to the Escrow Holder will be borne by Buyer.

**7. Deliveries to Escrow Holder.**

7.1 By Seller. On or before the Closing Date, Seller will deliver the following to the Escrow Holder.

7.1.1 Deed. A bargain and sale deed duly executed and acknowledged in recordable form by Seller, conveying fee title to the Property to Buyer (the “**Deed**”), a form of which is attached hereto as Exhibit E.

7.1.2 Nonforeign Certification. The Seller represents and warrants that it is not a “foreign person” as defined in IRC §1445. The Seller will give an affidavit to Buyer to this effect in the form required by that statute and related regulations.

7.1.3 Documents. Such other fully executed documents and funds, including without limitation, escrow instructions, as are required to close the sale in accordance with this Agreement.

7.2 By Buyer. On or before the Closing Date, Buyer will deliver the following to the Escrow Holder:

7.2.1 The Purchase Price in accordance with Section 3 above.

7.2.2 Buyer’s share of the Closing costs and escrow fees.



7.2.3 Such other fully executed documents and funds, including without limitation, escrow instructions, as are required to close the sale in accordance with this Agreement.

8. **Possession.** The Seller will deliver exclusive possession of the Property to Buyer at close of escrow.
9. **Costs.** Buyer will pay the cost of recording the Deed; Seller will pay all other recording charges, if any. Seller will pay the premium for the Title Policy that Seller is obligated to provide to Buyer, and for all conveyance, excise, and/or transfer taxes payable by reason of the purchase and sale of the Property. Buyer will pay any and all costs associated with its request for the title policy to be issued as an ALTA extended coverage policy. Buyer and Seller will each pay one-half of all escrow fees and costs. Buyer and Seller will each pay its own legal and professional fees of other consultants incurred by Buyer and Seller, respectively. All other costs and expenses will be allocated between Buyer and Seller in accordance with the customary practice in Multnomah County, Oregon.
10. **Diligent Completion.** Subject to the terms and conditions of this Agreement, Buyer covenants to complete the development of the Project in substantial conformance with the Scope of Development and in accordance with the Schedule of Performance, a copy of which is attached hereto as Exhibit I. Buyer shall complete development of the Project no later than the date for completion of construction set forth in the Schedule of Performance. Buyer agrees to keep PDC informed of its progress with respect to development of the Project during construction, with periodic reports to be issued no less frequently than once a month until PDC issues the Certificate of Completion for the Project. Project development shall include:
  - 10.1 Entering into all necessary architectural and construction contracts;
  - 10.2 Securing all necessary public entitlements and building permits; and
  - 10.3 Securing all financing necessary to complete the Project.
11. **Business and Workforce Equity Policy.** PDC has adopted the Business and Workforce Equity Policy to ensure fair and equitable opportunities to Portland's diverse populations, promote prosperity in all segments of Portland's diverse communities, foster economic growth, and expand competition in the market. The Business and Workforce Equity Policy Guidelines are set forth in Attachment B of the Fair Contracting and Hiring Guideline Index, attached hereto as Exhibit F.

The Business and Workforce Equity Policy is comprised of two (2) separate and distinct programs:

- The Business Equity Program; and
- The Workforce Equity Program

PDC has determined that the Project is subject to the Workforce Equity Program but not the Business Equity Program.

- 11.1 **Workforce Equity Program.** The purpose of the Workforce Equity Program is to maximize apprenticeship opportunities in the construction trades and ensure employment opportunities for People of Color and women and encourage the employment of people with disabilities and veterans in connection with PDC projects. Projects subject to the Workforce Equity Program must comply with PDC's Workforce Training and Hiring Program which requires contractors to: (i) ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the contractor and subcontractors are worked by state-registered apprentices; and (ii) make all reasonable and necessary efforts to employ a workforce that reflects the diversity of the City of Portland. In connection with the Project, the Buyer shall comply with the Workforce Equity Program by including provisions in its contract with its General Contractor that require the General Contractor to comply with the Workforce Equity Program and otherwise causing its General Contractor, and the subcontractors thereof, to comply with the Workforce Equity Program in connection with the Project. Buyer shall also comply with all portions of the Workforce Equity Program applicable directly to Buyer. The failure of Buyer or Buyer's General Contractor, or the subcontractors thereof, to comply with the Workforce Equity Program shall constitute a breach of a material provision of this Agreement.
12. **Liens.** If any statutory lien shall be filed, prior to PDC's issuance of the Certificate of Completion, against any portion of the Property or the Project by reason of labor, services or materials supplied to or at the request of Buyer or Buyer's contractors or agents or in connection with any construction on the Property or the Project, Buyer shall, within thirty (30) days after the filing thereof, take whatever action is necessary and proper (including posting a bond or a cash deposit and taking such further action as may be required by the Oregon Construction Lien Law), to discharge the same of record so that the Property and the Project shall thereafter be entirely free of the lien. Alternatively, Buyer may elect to leave the lien of record and to contest its validity, amount or applicability by appropriate legal proceedings, but only if Buyer shall, within the 30-day period following the filing of the lien, furnish an indemnity against such lien in an amount and form satisfactory to induce the title insurance company which insured title to the Property to insure over such lien or to reissue or update its existing policy, binder or commitment without showing any title exception by reason of such lien; provided, further, that in such event, (i) Buyer shall indemnify and hold harmless PDC from all loss, damage, liability, expense or claim whatsoever (including attorneys' fees and other costs of defending against the foregoing) resulting from the assertion of any such lien, and (ii) in the event such legal proceedings shall be finally concluded (so that no further appeal may be taken) adversely to Buyer, Buyer shall within fifteen (15) days thereafter cause the lien to be discharged of record
13. **Certificate of Completion.**

- 13.1 When Buyer is Entitled to Certificate of Completion. Upon substantial completion of the Project as described in this Section 12 on or before the date for completion of the construction set forth in the Schedule of Performance and provided Buyer is not in default under this Agreement, PDC will furnish Buyer with a Certificate of Completion for the Project, substantially in the form of Exhibit G. The Project will be deemed to be substantially complete when (i) PDC determines that the Project has been completed according to the Scope of Development, (ii) the City has issued a temporary or permanent Certificate(s) of Occupancy with respect to the Project, and (iii) PDC determines that any other improvements required by this Agreement have been completed in all material respects.
- 13.2 Meaning and Effect of the Certificates of Completion. The Certificate of Completion shall provide for termination of obligations under this Agreement and limitation of remedies of PDC as expressly provided for in the Certificate of Completion.
- 13.3 Form of Certificate of Completion; Procedure Where PDC Refuses to Issue. A Certificate of Completion shall be in a form that can be recorded in the real property records of Multnomah County. At Buyer's request, the Certificate of Completion for the Project shall state which terms and conditions of this Agreement are of no further force and effect. If PDC refuses or fails to provide a Certificate of Completion in accordance with this section, then PDC, within fifteen (15) days after written request by Buyer for such Certificate of Completion, shall provide Buyer with a written statement indicating in detail in what respects Buyer has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default and what measures or acts Buyer must take or perform to obtain such Certificate of Completion. PDC's failure to furnish Buyer with such detailed written statement within such fifteen (15) day period shall be deemed PDC's approval of Buyer's request for the Certificate of Completion.
14. **Seller's Representations and Warranties.** Seller hereby represents and warrants to Buyer the following matters, and acknowledges that they are material inducements to Buyer to enter into this Agreement.
- 14.1 Representation Regarding Seller's Authority.
- 14.1.1 Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.
- 14.1.2 All requisite action has been taken by Seller in connection with entering into this Agreement, the instruments referred to herein, and the consummation of the transactions contemplated herein.

14.1.3 The persons executing this Agreement and the instruments referred to herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions of this Agreement.

14.1.4 This Agreement and all documents required to be executed by Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

14.1.5 Neither the execution and delivery of this Agreement and documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Seller is a party, or, affecting the Property.

14.1.6 There are no pending, threatened or, to Seller's actual knowledge, contemplated actions, suits, arbitrations, claims or proceedings, at law or in equity, affecting the Property, or in which Seller is, or will be, a party by reason of Seller's ownership of the Property, other than those instituted by the Buyer with respect to obtaining the necessary entitlements and approvals to develop the Property.

14.1.7 No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending, or to Seller's actual knowledge, threatened against Seller.

14.1.8 At the time of delivery, all copies of the Documents and other writings delivered by Seller to Buyer are true, correct, complete and accurate copies of the originals, and to Seller's actual knowledge, all such documents delivered by third parties to Buyer are true, correct, complete and accurate copies. In no case, however, does Seller make any representations or warranties with respect to the conclusions, test results, information reported, recommendations or views of any third parties expressed or reported in any such documents except as expressly provided in this Agreement.

15. **Condition of Property.** The sale of the Property is on an as is, where is, and with all faults basis. Buyer acknowledges and agrees that Buyer will be concluding the purchase of the Property based solely upon Buyer's inspection and investigation of the Property. The Parties acknowledge and agree that Buyer's obligation to close the transaction is dependent upon the satisfactory conclusion of Buyer's due diligence investigations that it shall conduct as conditions subsequent to closing that shall be conditions precedent to its obligation to close the transaction. Buyer specifically acknowledges that Seller makes no representations or warranties regarding the condition of the Property.

16. **Seller's Representations, Warranties and Covenants Regarding the Property through the Closing.** The Seller represents, warrants, and covenants that, until the Property is conveyed to Buyer, it shall:
  - 16.1 Maintain the Property in its present state, with no alteration of the Property in any way;
  - 16.2 Comply with all government regulations affecting the Property.
17. **General Representation.** Buyer's and Seller's representations and warranties contained in this Agreement are true and accurate, and are not misleading. The Buyer's and Seller's representations and warranties contained herein shall be continuing and shall be true and correct as of the Closing Date with the same force and effect as if remade by each in a separate certificate at the time. Such representations and warranties shall not merge into the vesting deed to Buyer.
18. **Buyer's Representations and Warranties.** Buyer hereby represents, warrants and covenants with Seller that:
  - 18.1 Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated herein;
  - 18.2 All requisite corporate action has been taken by Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein; and
  - 18.3 The persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.
19. **Risk of Loss.** Seller will bear the risk of all loss or damage to the Property from all causes, through the Closing Date. If, before the Closing Date, all or part of the Property is damaged by fire or by any other cause of any nature, Seller will give Buyer written notice of such event. Buyer may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by Buyer of written notice from Seller of such casualty and Escrow Holder will return to Buyer the Escrow Deposit with all accrued interest.
20. **DEFAULT AND REMEDIES**
  - 20.1 Default and Cure.
    - 20.1.1 Default by Buyer.

20.1.1.1 Buyer shall be in default under this Agreement if Buyer breaches a material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Buyer receives written notice from PDC specifying the breach. In the case of a breach that cannot with due diligence be cured within a period of thirty (30) days, Buyer shall be in default under this Agreement if Buyer does not commence the cure of the breach within thirty (30) days after Buyer receives written notice from PDC and thereafter diligently prosecute to completion such cure within sixty (60) days after the written notice from PDC.

20.1.1.2 Buyer shall also be in default under this Agreement if Buyer makes an assignment for the benefit of creditors, or is adjudicated a bankrupt, or has a receiver, trustee or creditor's committee appointed over it that is not removed within one hundred eighty (180) days after appointment.

20.1.1.3 Buyer shall also be in default under this Agreement, and PDC shall be irreparably harmed by such default, if Buyer constructs or operates any portion of the Project in a manner materially inconsistent with the Scope of Development.

20.1.2 Default by PDC. PDC shall be in default under this Agreement if PDC breaches any material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after PDC receives written notice from Buyer specifying the breach. In the case of a breach that cannot with due diligence be cured within a period of thirty (30) days, PDC shall be in default under this Agreement if PDC does not commence cure of the breach within thirty (30) days after PDC receives written notice from Buyer and thereafter diligently prosecute to completion such cure within sixty (60) days after the written notice from Buyer.

20.2 PDC's Pre-Conveyance Remedies. If a Buyer default (as described in Section 20.1.1) occurs before the Property is conveyed to Buyer, PDC may, at its option: (i) terminate this Agreement by written notice to Buyer, without waiving any cause of action for monetary damages PDC may have against Buyer, (ii) seek monetary damages against Buyer, or (iii) specifically enforce the obligations of Buyer under this Agreement. If PDC terminates this Agreement as provided in this Section 20.2, then Buyer shall deliver to PDC within thirty (30) days after such termination, copies of all Project market research, design documents, engineering documents, proformas and financial projections prepared for Buyer by unrelated third parties, and which Buyer is authorized to release. PDC may use any of the foregoing documents in any manner that PDC deems appropriate with the consent of any party having approval rights thereunder. PDC shall pay no compensation to Buyer for the foregoing Project documents. If, prior to Closing, Buyer performs any construction activities on the Property and Buyer fails to acquire the Property, Buyer agrees to restore the Property to substantially

the condition that existed prior to the time that Buyer performed any activities thereon, or to such condition as PDC shall reasonably approve.

20.3 PDC's Post-Conveyance Remedies. If a Buyer default (as described in Section 20.1.1) occurs after the Property is conveyed to Buyer, including but not limited to Buyer's failure to complete the Project as required by Section 10, then PDC shall have the following remedies:

20.3.1 Subject to the Mortgagee protections specified in Section 21.1, PDC shall have the right to re-enter and take possession of the Property and to terminate (and revest in PDC) the estate conveyed by the Deed, terminate Buyer's right to develop the Project, and resell the Property pursuant to Section 20.4 hereof. It is the intent of this provision together with other provisions of this Agreement, that the conveyance of the Property to Buyer shall be made upon, and that the Deed to the Property shall provide for, a condition subsequent to the effect that, in the event of a Buyer default (as described in Section 20.1.1), PDC, at its option, may upon 30 days written notice (hereinafter "Notice of Termination") to Buyer and the Escrow Agent, declare a termination in favor of PDC of the title, and of all the rights and interest in the Property. After delivery of such Notice of Termination, and in the event Buyer fails to remedy, end or abrogate such default within the 30-day period in the manner stated in the Notice of Termination, all the title and rights and interest in the Property conveyed to Buyer by Deed, or to any successors or permitted assigns of Buyer, shall be reconveyed to PDC by quitclaim deed and pursuant to the escrow instructions, each as set forth in Exhibit H. Any delay by PDC in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this section 20.3 shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that PDC should not be constrained because of concepts of waiver, laches or estoppel so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by PDC with respect to any specific default by the Buyer be considered or treated as a waiver of the rights of PDC with respect to any other defaults by the Buyer or with respect to any particular default except to the extent specifically waived.

20.3.2 Buyer shall deliver to PDC within thirty (30) days after reconveyance of the Property pursuant to Section 20.3.1, copies of all Project market research, design documents, engineering documents, proformas and financial projections prepared for Buyer by unrelated third parties, and which Buyer is authorized to release. PDC may use any of the foregoing documents in any manner that PDC deems appropriate with the consent of any party having approval rights thereunder. PDC shall pay no compensation to Buyer for the foregoing Project documents.

20.4 PDC Resale. If title to the Property shall revest in PDC in accordance with the provisions of Section 20.3, PDC may, at its option, bring the improvements to a state of completion deemed by PDC as reasonably necessary to protect the

improvements from the elements or other dangers, and shall, pursuant to its responsibilities under Oregon Revised Statutes, Chapter 457, and Chapter XV of the Charter of the City of Portland, use its best efforts consistent with prudent business practices and generally in accordance with the terms of this Agreement to resell at a reasonable price, the Property and such improvements (subject to any Mortgages permitted by this Agreement) as soon and in such a manner as PDC shall find feasible and consistent with the objectives of such laws and the Urban Renewal Plan, to a qualified and responsible party or parties (as determined by PDC in its sole discretion) who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to PDC. Upon such resale, the proceeds thereof shall be applied as follows:

20.4.1 PDC Reimbursement. First, to PDC on its own behalf to reimburse PDC for all costs and expenses reasonably incurred by it in retaking, completing and selling the Property and its improvements, including, but not limited to, the following: (a) salaries of personnel in connection with the recapture, management and resale of the Property, (b) any expenditures made or costs incurred in completing the construction of the Project improvements that were Buyer's responsibility to construct but were done by or on behalf of PDC, (c) any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or the Project at the time of revesting of title thereto in PDC or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Buyer, its successor or transferees excluding any Mortgage if the Property or improvements are sold subject to such Mortgage, (d) all taxes, assessments and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment of such charges during the period of ownership thereof by PDC or Buyer, an amount equal to such taxes, assessment, or charges (as determined by the County assessing official) as would have been payable if the Property were not so exempt), and (e) any amounts owed to the City as lease or license fees, and any amounts otherwise owing PDC by Buyer or its successor or transferee;

20.4.2 Buyer Reimbursement. Second, to reimburse Buyer, up to the amount equal to the sum of (a) any portion of the Purchase Price of the Property that Buyer has paid to PDC, not including the Extension Payment and Interest Payment(s), if any, and (b) the PDC-approved development costs for the Project paid by Buyer, or for which Buyer remains liable, that were not funded by PDC (if PDC provided financing for the Project), less any gains or income withdrawn or made as to the Project; and

20.4.3 Balance to PDC. Third, any balance remaining after the reimbursements described above shall be retained by PDC.

20.5 Buyer's Pre-Conveyance Remedies. If a PDC default (as described in Section 20.1.2) occurs before PDC conveys the Property to Buyer, Buyer may, at its



option: (i) terminate this Agreement by written notice to PDC without waiving any cause of action Buyer may have against PDC, (ii) specifically enforce the obligations of PDC under this Agreement, or (iii) seek monetary damages against PDC. Notwithstanding the preceding sentence, Buyer shall not seek incidental, indirect, consequential, exemplary, statutory or other special damages or damages for lost opportunity or profits from PDC in connection with PDC's default.

20.6 Buyer's Post-Conveyance Remedies. If a PDC default (as described in Section 20.1.2) occurs after PDC conveys the Property to Buyer, Buyer may specifically enforce the obligations of PDC under this Agreement, or seek monetary damages against PDC. Notwithstanding the preceding sentence, Buyer shall not seek incidental, indirect, consequential, exemplary, statutory or other special damages or damages for lost opportunity or profits from PDC in connection with PDC's default.

20.7 Nonexclusive Remedies. The rights and remedies provided by this Agreement shall not be deemed exclusive, except where otherwise indicated, and shall be in addition to any and all rights and remedies otherwise available at law or in equity. The exercise by either Party 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 other Party, including, without limitation, the right to compel specific performance. Any limitation of remedies set forth herein shall not limit or affect the obligations of a Party under any contractual indemnities set forth herein.

20.8 Unavoidable Delay

20.8.1 Neither a Party nor a Party's successor in interest shall, to the extent described in Section 20.8.2 below, be considered in breach of any obligation created hereunder or progress in respect thereto if the delay in performance of such obligation (the "Unavoidable Delay") is due to causes that are unforeseeable, beyond its control, and without its fault or negligence, such as acts of God, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, earthquake, explosion, mob violence, riot, or malicious mischief.

20.8.2 It is the purpose and intent of this provision that, in the event of the occurrence of any such Unavoidable Delay, the time or times for performance of the obligations of PDC or Buyer, as the case may be, shall be extended for the period of the Unavoidable Delay; provided, however, that the Party seeking the benefit of this Section shall, within thirty (30) days after the Party becomes aware of the causes of any such Unavoidable Delay, notify the other Party in writing of the cause or causes of the delay and the estimated time of correction and, provided further, that in no event shall the time or times for performance of an obligation be extended for more than 180 days in aggregate.

## 21. **PERMITTED MORTGAGES**

Becker Land, LLC - Purchase and Sale Agreement  
Riverside Parkway Corporate Center  
July 31, 2008

21.1 Mortgagee Protection Provisions.

21.1.1 Effect of Revesting on Mortgages. Any reversion and revesting of the Property or any portion thereof in PDC pursuant to this Agreement shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, except as expressly set forth herein, any Mortgage approved in writing by PDC and authorized by this Agreement.

21.1.2 Mortgagee Not Obligated To Construct. Notwithstanding any of the provisions of the Agreement, except those that are covenants running with the Property, a Mortgagee or its designee for purposes of acquiring title at foreclosure shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements in the Property or to guarantee such construction or completion; provided, however that nothing in this Agreement shall be deemed or construed to permit or authorize any such Mortgagee to devote the Property or any part thereof to any uses, or to construct any improvements thereon other than those uses or improvements provided or permitted in this Agreement.

21.1.3 Copy of Notice of Default to Mortgagee. If PDC delivers a notice or demand to Buyer with respect to Buyer's breach of this Agreement, PDC shall at the same time send a copy of such notice or demand to each Mortgagee approved by PDC, at the last address of such holder shown in the records of PDC. Failure of PDC to send a copy of such notice or demand to a Mortgagee shall not prevent or limit in any way PDC's rights and remedies under this Agreement or create any liability for PDC.

21.1.4 Mortgagee's Options to Cure Defaults. After Buyer's breach of this Agreement and if Buyer fails to cure or remedy said breach within the required time period, then each Mortgagee shall have thirty (30) days after passage of the latest date for Buyer's cure or remedy of the breach, to cure or remedy the breach itself, if cure or remedy thereof is permitted by this Agreement. If a Mortgagee does cure or remedy the breach within said thirty (30) day period, the Mortgagee may add the cost thereof to the Mortgage debt and the lien of its Mortgage, if permitted by its loan documents. If the breach is with respect to construction of the improvements comprising the Project, nothing contained in this Agreement shall be deemed to prohibit such Mortgagee, either before or after foreclosure or action in lieu thereof, from undertaking or continuing the construction or completion of the improvements, provided that the Mortgagee notifies PDC in writing of its intention to complete the Project according to the approved Final Construction Drawings and Technical Specifications. Any Mortgagee who properly completes the Project shall be entitled to issuance of a Certificate of Completion, upon written request made to PDC following the procedures set forth in Section 12 above.

21.1.5 Amendments Requested by Mortgagee. PDC shall execute amendments to this Agreement or separate agreements to the extent reasonably requested by a Mortgagee proposing to make a loan to Buyer secured by a security interest in all or any part of the Property or the Project, provided that such proposed amendments or other

agreements do not materially and adversely affect the rights of PDC or its interest in the Property.

22. **Notices.** All notices in connection with this Agreement will be deemed given at the time of delivery if made by personal delivery, by facsimile, or by delivery by private express courier service; if mailed, three days after deposit by certified or registered mail, postage prepaid.

To Seller: Portland Development Commission  
Attn: S. Bruce Allen  
Senior Development Manager  
Airport Way Urban Renewal Area  
222 NW Fifth Avenue  
Portland, Oregon 97209-3859  
Phone No. (503) 823-3357  
Fax No. (503) 865-3604

With Copy: Attn: General Counsel  
222 NW Fifth Avenue  
Portland, Oregon 97209-3859  
Phone No. (503) 823-3362  
Fax No. (503) 865-3676

To Buyer: Becker Land LLC  
6350 S. 143<sup>rd</sup> St.  
Seattle, WA 98168  
Attn: Rolan Becker  
Phone No. 206-246-9500 x 1021  
Fax No. 206-246-9603

With Copy: Robie Russell  
76 S. Main St.  
Seattle, WA 98104  
Phone No. 206-621-2102  
Fax No. 206-621-2104

The foregoing addresses may be changed by written notice, given in the same manner.

23. **Brokerage Commissions.** Bradford H. Fletcher of Grubb & Ellis Company (“**Seller’s Broker**”) represents the Seller and has worked with Seller to facilitate the transactions contemplated by this Agreement. Colliers International (the “**Buyer’s Broker**”) represents the Buyer and has worked with Buyer to facilitate the transactions contemplated by this Agreement. Seller will pay a real estate brokerage commission fee

in the amount of 2.5% of the Purchase Price to Buyer's Broker. Seller's Broker will be compensated per the terms of a separate agreement.

24. **Further Actions of Buyer and Seller.** Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated herein and will use their best efforts to accomplish the close of escrow in accordance with the provisions of this Agreement.

25. **Miscellaneous.**

25.1 Recitals and Exhibits. The Recitals and Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement by this reference.

25.2 Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

25.3 Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of any Deed transferring title to the Property from Seller to Buyer or any successor in interest, and any such Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

25.4 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

25.5 Successors and Assigns. This Agreement will be binding on and will inure to the benefit of the successors and assigns of the Parties to it. Buyer may assign its rights and interest in this Agreement and to the Property to an affiliate or a related entity only upon Seller's prior written consent, which consent will not be unreasonably withheld.

25.6 Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written

instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

- 25.7 Time of Essence. The Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision of this Agreement.
- 25.8 Governing; Law Venue; Consent to Jurisdiction. The Parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon. EACH PARTY HERETO BY EXECUTION OF THIS AGREEMENT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 25.9 Interpretation of Agreement; Headings. This Agreement shall not be construed for or against any party by reason of authorship or alleged authorship of any provision. Any titles of sections or paragraph headings contained in this Agreement are inserted for convenience of reference only, do not give full notice of the terms of any portion of this Agreement, and shall not be used in construing or interpreting this Agreement.
- 25.10 Attorney Fees. If a party to this Agreement brings any action or suit against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement, then the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorney fees, at trial and on appeal.
- 25.11 Further Assurances. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence the transactions contemplated this Agreement.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY

APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

THE PERSON ACQUIRING FEE TITLE TO THIS PROPERTY SHOULD BE AWARE THAT A VALID LIEN MAY BE PLACED ON THIS PROPERTY FOR CLAIMS FOR UNPAID CONSTRUCTION RELATED TRANSACTIONS OR ACTIVITIES ON THE PROPERTY EVEN IF THE CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM OCCURRED PRIOR TO PURCHASE. SUCH CIRCUMSTANCE MAY INCLUDE, WITHOUT LIMITATION, CLAIMS FOR LABOR, MATERIAL, EQUIPMENT OR SERVICES CONTRACTED BY THE OWNER FOR THE PROPERTY THAT WERE UNPAID.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date of signature specified below.

**BUYER:**  
Becker Land, LLC.

**SELLER:**  
The City of Portland, acting by and through the  
Portland Development Commission

By: \_\_\_\_\_

By: \_\_\_\_\_  
Bruce Warner, Executive Director

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Michael J. Grieser, Associate General Counsel

**EXHIBITS**

Exhibit A – Legal Description of Property

Exhibit B – Scope of Development

Exhibit C – Form of Memorandum of Agreement

Exhibit D – Form of Permit of Entry

Exhibit E – Form of Bargain and Sale Deed

Exhibit F – Fair Contracting and Hiring Guideline Index

Exhibit G – Form of Certificate of Completion

Exhibit H – Form of Quitclaim Deed and Escrow Instructions for Quitclaim Deed

Exhibit I – Schedule of Performance

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOTS 1 AND 2, RIVERSIDE PARKWAY CORPORATE CENTER, IN THE CITY OF  
PORTLAND, COUNTY OF MULTNOMAH, AND STATE OF OREGON.



## **EXHIBIT B**

### **SCOPE OF DEVELOPMENT**

Buyer shall construct a minimum 40,000 square foot building consisting of 4,000 square feet of office space and a 36,000 square foot cross-dock/warehouse. In order to accommodate growth, the building will be designed to be able to expand to 62,000 square feet consisting of 4,000 square feet of office space and a 58,000 square foot cross-dock/warehouse. The metal building will be prepped with future expansion in mind with a facade of brick and stucco. The cross-dock will have 18 doors on each side with the capacity to expand to 27 doors on each side.

The yard will be blacktopped throughout. A scale located on the East side of the main warehouse exit will weigh trucks in question as they leave the yard. Also, on the East side exit we intend to build a three bay shop for maintaining our equipment. Trucks can also stop there as they leave the yard should their pre-trip inspection warrant. Alongside the shop there will be a closed system wash bay to keep our equipment clean.

The yard perimeter and gates will be secured per TSA requirements with a densely landscaped buffer for an esthetically pleasing look to the public. The employee parking will be outside secured area and inside the landscaped buffer.

## EXHIBIT C

### FORM OF MEMORANDUM OF AGREEMENT

After recording return to:

Portland Development Commission  
222 NW Fifth Avenue  
Portland, OR 97209  
Attn: \_\_\_\_\_

#### Memorandum of Agreement

THIS MEMORANDUM OF PURCHASE AND SALE AGREEMENT (“Memorandum”) shall serve as notice to all persons that the CITY OF PORTLAND (the “City”), a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION, the duly designated urban renewal agency of the City of Portland (“PDC”), with an address of Portland Development Commission, 222 NW Fifth Avenue, Portland, Oregon 97209-3859 and \_\_\_\_\_, a \_\_\_\_\_ (“Developer”), with an address of \_\_\_\_\_, entered into a Purchase and Sale Agreement dated as of \_\_\_\_\_, 20\_\_ (“Agreement”) relating to the real property located in Multnomah County, Oregon, as more particularly described in Exhibit “A” attached hereto (the “Property”).

Among other things, the Agreement requires PDC to convey the Property to Developer upon the satisfaction of certain conditions precedent, and requires Developer to construct and complete certain infrastructure and project improvements on the Property, all as more particularly set forth in the Agreement. Other property or value was either part or the whole consideration given for the Property conveyance referenced herein.

As a condition subsequent to the Property conveyance, in the event of a default by Developer before PDC issues a Certificate of Completion, PDC shall have the option, upon 30 days written notice (“Notice of Termination”) to Developer and Escrow Agent, to declare a termination in favor of the PDC of all the title, rights and interests of Developer in the Property. After delivery of such Notice of Termination and in the event Developer fails to remedy, end or abrogate such default within the 30-day period in the manner stated in the Notice of Termination, Developer shall reconvey the Property to PDC by quitclaim deed, pursuant to the Escrow Instructions in Exhibit H attached to the Agreement. After a Certificate of Completion is recorded as to the Project, PDC shall thereafter have, or be entitled to exercise, no rights or remedies or controls that it may otherwise have been entitled to exercise under the Agreement with respect to the construction of the Project, or as a result of a default in or breach of any provisions of the Agreement by Developer, or by any successors in interest or assigns of Developer, except for those surviving sections described in the Certificate of Completion. PDC shall thereafter have no

further right of entry to the Property or power to terminate the title, rights and interests of Developer in the Property as described above.

PDC and Developer execute this Memorandum to acknowledge being bound by the Agreement and to give notice of the Agreement to third parties.

CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION, the duly designated urban renewal agency of the City of Portland.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Executive Director

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OREGON                                 )  
                                                                           ) ss.  
County of Multnomah                            )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, Executive Director of the PORTLAND DEVELOPMENT COMMISSION, the duly designated urban renewal agency of the City of Portland, on its behalf.

\_\_\_\_\_  
Notary Public for  
My commission expires: \_\_\_\_\_

STATE OF OREGON                                 )  
                                                                           ) ss.  
County of Multnomah                            )

This instrument was acknowledged before me on \_\_\_\_\_, 200\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on its behalf.

\_\_\_\_\_  
Notary Public for  
My commission expires: \_\_\_\_\_

**EXHIBIT A TO MEMORANDUM OF AGREEMENT**

**Legal Description**

LOTS 1 AND 2, RIVERSIDE PARKWAY CORPORATE CENTER, IN THE CITY OF  
PORTLAND, COUNTY OF MULTNOMAH, AND STATE OF OREGON.

**EXHIBIT D**  
**PERMIT OF ENTRY**  
**[Private Entity]**

**THIS REVOCABLE PERMIT OF ENTRY**, hereafter called “Permit” is hereby granted by the City of Portland acting by and through the Portland Development Commission, the duly designated urban renewal agency hereafter called the "Commission", to **(LEGAL NAME OF ENTITY)** hereinafter referred to as "Permittee" for the temporary use of Commission-owned Property located at **(PHYSICAL STREET ADDRESS)** for the purpose of **(BRIEF DESCRIPTION OF PERMITTED USE)** as further described below, subject to the following terms and conditions:

**Section 1. Location, Activities and Maintenance of Property**

- 1.1 Permittee is hereby permitted to enter upon and use that certain real property located at **(PHYSICAL STREET ADDRESS OR STREET DESCRIPTIONS)** commonly known as **(PROPERTY NAME)**, and consisting of approximately **(AMOUNT)** square feet of land also identified by Multnomah County Real Property Roll Description of **(TAX ROLL DESCRIPTION)** and Tax ID Number **(R NUMBER)**, in the City of Portland, County of Multnomah, State of Oregon (“Property”). The Property and area of use is depicted on the attached Exhibit “A”.
- 1.2 Permittee may use the Property only for **(DETAILED DESCRIPTION OF PERMITTED USE)**.
- 1.3 **Permittee shall maintain and keep the Property in a clean and orderly condition at all times and shall remove litter, scrap, rock, or debris of any kind at the end of the permit period, whether this material was left by permittee or not.** Permittee shall maintain and shall repair any damage to existing improvements, including landscaping and sidewalks, resulting from its use of the Property.
- 1.4 Permittee shall, upon completion of its activities restore the Property to the same or better condition as that existing immediately prior to its entry upon the Property, or to such other condition as the Commission may reasonably require. If restoration is impossible or in lieu of restoration, at the Commission's discretion, Permittee shall compensate Commission for any physical damage to the Property in the amount the Commission may reasonably determine.
- 1.5 Permittee's use of and entry upon the Property shall be without expense of any kind (direct or indirect) whatsoever to Commission. Permittee shall be solely responsible for all maintenance and operating costs that may result from its use of the Property. Should the Commission incur costs as a result of Permittee's temporary use of the Property, Permittee shall reimburse the Commission promptly upon the presentation of billing and reasonable documentation of such expense.
- 1.6 The Commission, its agents, employees and representatives may at any reasonable time, enter into or upon the Property for the purposes of examining the condition thereof, or for any other lawful purpose.

## **Section 2. Insurance and Indemnification**

- 2.1 Permittee shall obtain, maintain, and keep during the Term of this Permit comprehensive general liability insurance written on an "occurrence" basis. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for liability with a \$2,000,000 aggregate insuring bodily and/or personal injury, including death and disease, and property damages. Permittee shall obtain, maintain, and keep during the term of this Use Permit pollution liability coverage in the amount of not less than \$1,000,000 combined single limit and a \$2,000,000 aggregate. Insurance shall be without prejudice to coverage otherwise existing and shall include coverage for auto, operations, products and negligent acts.
- 2.2 Permittee agrees prior to commencement of the performance hereunder to provide a Certificate of Insurance containing **an endorsement** specifically naming **the City of Portland, the Portland Development Commission, its commissioners, officers, agents and employees as additional insureds**. The certificate shall provide that coverage afforded and shall not be canceled or amended without prior written notice to the Commission. **Endorsement CG 20 10 11 85, or its equivalent, must be attached to certificate.**
- 2.3 Permittee shall indemnify, hold harmless and at the Commission's request, defend the Commission and the City of Portland and each of their respective commissioners, officers, agent and employees from and against any and all liability or alleged liability, all suits, legal proceedings, claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or in connection with or incidental to Permittee's entry to the Property, or error or omission of Permittee or anyone acting on behalf of Permittee in connection with or incidental to this Permit; provided however, that nothing herein shall be construed to require indemnification of the Commission for liability attributable to the Commission's sole negligence.
- 2.4 Permittee shall agree to keep the Property as secure as possible from the unauthorized entry of other persons during the time of this Permit. Furthermore, the Permittee shall assume all liability related to injury, death or disease to invitees, licensees, or trespassers, whether resulting from latent or patent Property defects.
- 2.5 Permittee is solely responsible for any theft, damage or destruction to any materials, equipment or any other property of Permittee, or anyone acting on behalf of Permittee in connection with or incidental to this Permit.

## **Section 3. Restrictions on Use and Hazardous Substances**

- 3.1 Permittee shall in its use and entry upon the Property, observe all rules, regulations, and laws now in effect by any municipality, county, state or federal authority having jurisdiction over the Property, as they relate to the use of the Property. Permittee is solely responsible for obtaining any permits or approvals from other agencies or licensing bodies as may be necessary for Permittee's authorized entry upon and use of the Property. Furthermore, Permittee agrees to indemnify the Commission as provided above for any damages caused by the violation thereof of any permits or approvals that may so be required.

- 3.2 Use of explosives or highly flammable material is not permitted without prior written authorization from the Portland Development Commission. **(Insurance limits may be increased dependent upon PDC permission of this use).**
- 3.3 Permittee shall not have the right to use the electricity, gas, water, sewer and other utilities on the Property unless otherwise specified in Section 6 below.
- 3.4 Permittee shall not allow any lien of any kind, type or description to be placed or imposed upon the Property or upon any improvements on the Property (if any).
- 3.5 Permittee shall not cause or permit to occur the use, generation, release, manufacture, handling, processing, storage, disposal or improper use of any Hazardous Substance, pollutant, or contaminant, on, under, or about the Property or the transportation to or from the Property of any Hazardous Substance except as may specifically detailed in Section 6 below. Prohibited Substances are substances regulated under any environmental law or regulation now or hereafter enacted by any governmental federal, state or local authority. Furthermore, Permittee agrees to indemnify the Commission as provided above for any damages caused by the violation thereof of any permits or approvals that may otherwise be required.

#### **Section 4. Processing Fee, Use Fee and Term**

- 4.1 Permittee shall pay to the Commission an initial, non-refundable permit-processing fee in the amount of one hundred dollars (\$100.00).
- 4.2 As complete and full payment for entry to the Property, Permittee agrees to pay the Commission the sum of **(DOLLAR AMOUNT (\$##, ###. ##))** upon the signature of this Permit by the parties.
- 4.3 The Permit will commence on **(MM/DD/YY)** or the date that all parties execute this permit. The Permit will end on **(MM/DD/YY)** unless earlier terminated or extended in writing by the Commission (“Term”).
- 4.4 Permittee shall provide to the Commission a security deposit in the amount of **(DOLLAR AMOUNT (\$##, ###. ##))**. Upon satisfactory post-use inspection by the Commission, the security deposit will be returned to the Permittee. If the post-use inspection is unsatisfactory, the Commission shall notify the Permittee and shall reserve the right to apply any or all of the deposit to Property clean-up, restoration or repairs.
- 4.5 The Permit shall be personal to Permittee, and may not transferable or assignable to any other party or entity unless otherwise approved in writing by the Commission.

#### **Section 5. Taxes and Other Charges**

- 5.1 Real Property Taxes. If Permittee is in possession of the Premises as of July 01, 20\_\_ or on July 1<sup>st</sup> of any proceeding year, then Permittee shall be responsible for the payment of any and all real property tax assessments to the property as a result of Permittee’s use of the Premises. Permittee shall pay all real estate taxes and assessments on the Premises

and shall discharge, or cause to be paid and discharged, before any fine, penalty, interest, or cost may be added for nonpayment, all business and occupation taxes, assessments and all other governmental impositions and charges of every kind and nature whatsoever ("Tax"). Any Tax relating to a fiscal period of the taxing authority, a part of which is within the Term and a part of which is before or after the Term, assessed, on the Premises or shall become payable, during the Term, shall be paid by Permittee. If the Premises are part of a larger tax lot, then the Tax liability for the Premises shall be apportioned based upon the square footage of the Premises in relation to the square footage of all of the real property within the tax lot. If Permittee improperly issues a Temporary Use Permit to a Sub-Permittee or if any Permittee's use of the Property results in the assessment of real property taxes on the Property, Commission will hold Permittee fully responsible for reimbursement of all real property tax assessments against the Property.

- 5.2 Limitation. Nothing contained in this Temporary Use Permit requires Permittee to pay any Tax or Taxes levied, assessed, or imposed against any property other than the Premises or based on any operations other than Permittee's operations on the Premises.
- 5.3 Right of Contest. Permittee shall have the right at Permittee's expense to contest or review the amount or validity of any Tax or to seek a reduction in the assessed valuation on which any Tax is based, by appropriate legal proceedings. Any contest as to the validity or amount of any Tax, or assessed valuation on which such Tax was computed or based, whether before or after payment, may be made by Permittee and Commission agrees that it will, at Permittee's expense cooperate with Permittee in any such contest to such extent as Permittee may reasonably request, it being understood, however, that Commission shall not be subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Permittee, and Permittee covenants to indemnify and save Commission harmless from any such costs or expenses. Permittee shall be entitled to any refund of any such Tax and penalties or interest that have been paid by Permittee or by Commission and reimbursed to Commission by Permittee.

**Section 6. Termination, Notice and Amendments**

- 6.1 The Permit may be terminated upon ten (10) calendar days' written notice for any reason whatsoever by either party. Ten (10) calendar day's notice of termination is acknowledged by the parties to be reasonable, and adequate to fully mitigate any damages which might otherwise accrue due to early termination.
- 6.2 Notices under this agreement shall be made in writing by U.S. Mail or facsimile to:

26. PERMITTEE	26.1 COMMISSION
(PERMITTEE CONTACT NAME)	John Matschiner, Manager
(CONTACT'S TITLE)	Real Estate Section
(BUSINESS NAME)	Portland Development Commission
(MAILING ADDRESS)	222 NW Fifth Avenue
(CITY, STATE, ZIP)	Portland, OR 97209
Tel: ### - ### - ####	Tel: 503-823-3200



Fax: ### - ### - ####	Fax: 503-823-3369
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6.3 The parties agree that any Amendments to the Permit shall be made in writing and become effective upon execution by both parties.

**Section 7. Special Conditions**

7.1 (DESCRIBE ALL SPECIAL CONDITIONS. IF NONE, INDICATE THIS SECTION IS HEREBY DELETED IN ITS ENTIRETY)

**ALL TERMS AND CONDITIONS OF THIS ENTRY PERMIT ARE HEREBY ACCEPTED:**

26.2 PERMITTEE	27. COMMISSION
(PERMITTEE NAME) (MAILING ADDRESS) (CITY, STATE, ZIP)	Portland Development Commission 222 NW Fifth Avenue Portland, OR 97209
_____ Authorized Signature Date	_____ Director Signature Date
_____ Written Name Title	_____ Written Name Title

**ATTACHMENT:** Exhibit "A" Property Map and Use Limits  
(INSERT PHOTO OR DIAGRAM OF PROPERTY)

**EXHIBIT E**

**FORM OF BARGAIN AND SALE DEED**

After recording return to and,  
until a change is requested, all  
tax statements shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BARGAIN AND SALE DEED**

The **CITY OF PORTLAND**, a municipal corporation of the State of Oregon, acting by and through the **PORTLAND DEVELOPMENT COMMISSION**, as the duly designated Urban Renewal Agency of the City of Portland (which, together with any successor public agency designated by or pursuant to law, is herein called “Grantor” or “PDC”), conveys to \_\_\_\_\_, a \_\_\_\_\_ (herein called the “Grantee” or “Developer”), the following described real property (herein called the “Property”):

LOTS 1 AND 2, RIVERSIDE PARKWAY CORPORATE CENTER, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH, AND STATE OF OREGON.

The conveyance is made pursuant to that certain Purchase and Sale Agreement, between Developer and PDC, dated \_\_\_\_\_ 20 \_\_, a Memorandum of which was recorded on \_\_\_\_\_, 20 \_\_ as Document No. \_\_\_\_\_, Records of Multnomah County, Oregon (the “Agreement”). Any capitalized terms in this Deed shall have the meanings set out in the Agreement, unless otherwise defined herein. Other property or value was either part or the whole consideration.

The conveyance is subject to the following:

1. A condition subsequent to this conveyance, that PDC shall have the option, in the event of a default by Developer before PDC issues a Certificate of Completion for the Project, and upon 30 days written notice (hereinafter “Notice of Termination”) to said Developer and the Escrow Agent, to declare a termination in favor of PDC of the title, and of all the rights and interest of Developer, and its successors and assigns, in the Property. After delivery of such Notice of Termination, and in the event the default is not remedied within the 30-day period in the manner stated in the Notice of Termination, Developer shall reconvey the Property to PDC by quitclaim deed, pursuant to the Escrow Instructions in Exhibit H to the Agreement.
2. After the Certificate of Completion is recorded, PDC shall thereafter have, or be entitled to exercise, no rights or remedies or controls that it may otherwise have been entitled to exercise under the Agreement with respect to the construction of the Project, including but not limited to the right of entry to the Property and power of termination in PDC described in subparagraph 2 immediately above.

This Deed is made by PDC pursuant to powers exercised by it under Oregon Revised Statutes Chapter 457, and Chapter XV of the Charter of the City of Portland, and for the purpose

of carrying out an urban renewal plan for the \_\_\_\_\_ Urban Renewal Area approved by the City Council of the City on \_\_\_\_\_, as amended.

It is intended that the delivery of this Deed shall not effect a merger of those provisions of the Agreement that are intended by the terms of the Agreement to continue after the delivery of this Deed.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

IN WITNESS WHEREOF, the City of Portland Development Commission, as the duly designated urban renewal agency of the City of Portland, a municipal corporation of the State of Oregon, has caused this Deed to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the Portland Development Commission, as the duly designated urban renewal agency of the City of Portland.

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Secretary

STATE OF OREGON            )  
                                          ) ss.  
County of Multnomah        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and \_\_\_\_\_ as Chairman and Secretary of the City of Portland Development Commission, on its behalf.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

**EXHIBIT F**

**FAIR CONTRACTING GUIDELINES INDEX**

**Attachment A** – Construction Wage Policy

**Attachment B** – Business and Workforce Equity Policy Guidelines

**Attachment C** – Equal Employment Opportunity Program

**EXHIBIT F – ATTACHMENT A**

**CONSTRUCTION WAGE POLICY**

**Construction Wage Policy is not applicable.**

## **EXHIBIT F – ATTACHMENT B**

### **BUSINESS AND WORKFORCE EQUITY POLICY GUIDELINES**

#### **Workforce Training & Hiring Program**

**This program applies to prime contracts of \$200,000 or greater and on Commission's construction related projects other than direct bid construction of \$1,000,000 or more and subcontracts of \$100,000 or more.**

The following Workforce Training & Hiring Requirements are a summary of the key contractual obligations of contractors working on City funded public works projects, development agreements or Enterprise Zone benefits. It is the contractor's responsibility to read and fully understand this section of the bid specifications and to comply with all provisions of the program, regardless of whether they appear on this checklist. The City administers this program for Multnomah County, Portland Development Commission, Tri-Met, Portland Community College and the Housing Authority of Portland.

#### **CHECKLIST:**

##### **1. Prime Contractor:**

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

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

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

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

- **A. Throughout the duration of the project:** Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the prime and subcontractors of \$100,000 or more are worked by state-registered apprentices.
- **B. Before starting work on this project:** Submit proof of registration as a Training Agent with the Bureau of Labor & Industry, Apprenticeship & Training Division (ATD) in each trade employed. For assistance, contact the City Workforce Program (503) 823-6888 or ATD (503) 731-4072.
- **C. Throughout the duration of the project:** 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 in this section of the specifications.
- **D. Throughout the duration of the project:** Maintain written documentation of all requests for workers from the unions, apprenticeship programs, and community organizations.
- **E. When an apprentice is hired:** Notify the City Workforce Program.
- **F. By the 5th of each month to the Owner's Project Manager and the City Workforce Program, submit Monthly Employment Report (Exhibit 4).**

Please consult the Workforce Training & Hiring Requirements for additional information or call the City Workforce Program at (503) 823-6888 if you have questions. Thanks.

## **WORKFORCE TRAINING AND HIRING PROGRAM REQUIREMENTS**

### **I. PURPOSE OF WORKFORCE SPECIFICATIONS**

#### **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. (City Ordinance No. 167374, Feb. 16, 1994 and County Ordinance No. 861, July 11, 1996) Their goals include a) ensuring that the City do business with contractors whose workforce reflects the diversity of the workforce found in the City of Portland, and b) that their contracting dollars provide fair and equal opportunities to the jurisdictions' diverse populations.

The City Workforce Training & Hiring Program ("Workforce Program") is administered for the City of Portland, Portland Development Commission (PDC), Multnomah County, and Tri-Met, and the Housing Authority of Portland by the City of Portland, Bureau of Purchases. The Workforce Program applies to all prime Contracts of \$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.

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 Specifications, the following definitions shall apply:

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

"Contractor" shall mean the bidder to whom a contract is awarded.

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, development agreement or Enterprise Zone program.

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

#### **B. Organization of Program Requirements**

The Workforce Specifications are divided into several parts.

Section II refers to the action that bidders must take in order to be eligible for an award of a contract.

Section III lists the actions that must be taken by the Contractor.

Section IV refers to remedies available to the Owner if a Contractor fails to meet the requirements of the Workforce Specifications.

Section V refers to the Owner's ability to monitor compliance with the Workforce Specification by examination of contractor and subcontractor records.



## II. ACTION REQUIRED OF ALL BIDDERS

- A. All Bidders shall thoroughly read this Workforce Program specification and commit to perform all requirements described herein. The Apparent Low Bidder shall submit Exhibit 2, Projected Hiring Needs within fifteen (15) calendar days after bid opening or prior to award of the contract, whichever occurs first. The Exhibit shall provide complete information. The Projected Hiring Needs must demonstrate how the workforce on this project will fulfill all program requirements, including utilization of apprentices.

In the event that the Apparent Low Bid is nonresponsive, the next lowest Bidder considered for contract award shall submit Exhibit 2 within fifteen (15) days after bid opening or within two (2) days of notification by the Owner, whichever occurs last.

For PDC development agreements, Exhibit 2 shall be submitted by the prime Contractor within fifteen (15) calendar days after its selection.

## III. ACTIONS NECESSARY TO SATISFY CONTRACT REQUIREMENTS

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

A Contractor must make all necessary and reasonable efforts to have a workforce that reflects the diversity of the City of Portland 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.

The Contractor shall demonstrate that it is an EEO employer with a diverse workforce, or that it is making serious efforts to become one, as follows:

1. The Contractor and each affected subcontractor shall submit a copy of its "A" level EEO certification letter from the City of Portland EEO Program. An "A" level EEO certification demonstrates that the Contractor is not underutilized by trade, race, and gender in its companywide workforce based on availability data from the 1990 census and the City's EEO statistical summary; or
2. Provide written documentation of its good faith recruitment efforts. If the Contractor is unable to verify that it employs a diverse workforce based on the standards described in the paragraph above, then the Contractor must follow the process for recruiting apprentices and journey workers described in Sections IIIF and IIIG of this specification. This process is considered by the Owner to be the minimum effort to recruit a diverse workforce.

NOTE: A Contractor seeking an "A" level EEO certification may wish to consider utilizing the Recommended Good Faith Recruitment & Retention Practices, attached as Exhibit 5.

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

C. Register As A Training Agent

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

1. Only training programs approved by and registered with BOLI may be used to fulfill training requirements under the workforce specifications.
2. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flag person, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts, which are not apprenticeable occupations, such as truck driving, 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 during the course of the project, only for extreme circumstances, and must also be approved in writing. All requests to exempt all or any portion of the work on a project shall be submitted to the Bureau (14) days before any work on the project begins. Requests for exemptions should be directed to the City Workforce Training & Hiring Program Compliance Specialist for the project.

Requests for exemptions shall be approved by the City Workforce Training & Hiring Program Coordinator.

D. Submit Documentation

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

1. Training Agent Status

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

2. Subcontractor Workforce Information

Exhibit 2, Projected Hiring Needs, must also be submitted for each subcontractor required to register as a Training Agent prior to beginning work on the project or within 5 calendar days after the execution of the applicable subcontract, whichever occurs first. Work by a subcontractor shall not begin prior to submission of such documentation.

3. Contractor and Subcontractor Reports After Work Begins

The Monthly Employment Report (Exhibit 4) must be submitted by the prime Contractor and any subcontractor having a subcontract of \$100,000 or more to the Workforce Program 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 Contractor shall:

1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed on the project by the prime contractor, and subcontractors with subcontracts of \$100,000 or more, are worked by state registered apprentices throughout the duration of the project. Contractors and subcontractors shall fulfill the 20% apprenticeship hour's requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program.
2. Pay all apprentices the wages required by any applicable collective bargaining contract or pursuant to state or federal law and regulations.
3. Not use workers previously employed at journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of these provisions.
4. Notify the Workforce Program 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

A Contractor that does not have an "A" level EEO certification 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 meet Equal Employment Opportunity (EEO) certification requirements or remedy historical underutilization in the Contractor's workforce; and

3. Keep a written record of the request for apprentices, including name of contact person at apprenticeship program, phone, fax, date, time, job location, start date, etc.; and
4. Make reasonable and necessary efforts to recruit apprentice applicants from community organizations/recruitment resources, and seek to enroll them into an apprenticeship program, if the apprenticeship program is unable to supply an apprentice (or if no women or minorities are available to meet EEO needs), and if the program is open for applications or allows direct entry from community resources.

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

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

When hiring, requesting, recruiting, or replacing workers for this project, the Contractor that does not have an "A" level EEO certification shall:

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

Documentation will be requested by the Owner from Contractors that are not "A" level EEO certified if it appears that the Contractor has not made reasonable and necessary efforts to acquire a diverse workforce. When requested, the Contractor shall provide that documentation to the Workforce Program within 7 calendar days.

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

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

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

If a subcontractor(s) is responsible for noncompliance with the 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 Specifications**

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

Therefore, if the Contractor fails to comply with the workforce provisions of this contract, the Contractor agrees to pay the sum of \$250 per day for each day of missed apprenticeship hours or until the breach of contract is remedied. Damages may be assessed for failure to meet the 20% apprenticeship training requirements by the prime and each required subcontractor in each trade employed. Damages will be calculated based on the training hours not provided to the Owner at a rate of \$250 per day. For example, if the Contractor was required to provide 200 hours of carpenter training (20% of 1,000 total carpenter hours), and the Contractor only provided 150 training hours, then the difference (50 hours) is divided by 8 (one day of work) to determine number of days of undelivered training. ( $50/8 = 6.25 \times \$250 = \$1,562.5$ ).

Damages may also be assessed for failure to fulfill the inclusive hiring process described in sections IIIF and IIIG.

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 provisions of the contract.

C. Retain sums as liquidated damages for delay

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

D. Notification of Possible Debarment

By executing this contract, the contractor agrees that it has been notified that failure to comply with the requirements of this portion of the contract may lead to the Contractor's disqualification from bidding on and receiving other 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 Contractor fails to meet the requirements of the Workforce Specifications.

**V. REVIEW OF RECORDS**

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

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



**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

**Community Organizations/Recruitment Resources**

A list of community resources that assist with construction recruitment is available upon request by calling the Workforce Program at (503) 823-6888.

The list is also available by calling the City of Portland Purchasing Buyline at (503) 823-6855. Then choose Fax On Demand and order document 20307. This service is available 24 hours daily.

**Questions Regarding Apprenticeship:**

Bureau of Labor & Industries  
Apprenticeship & Training Division  
800 N.E. Oregon St. # 32  
Portland, OR 97232  
(971) 673-0761

**Questions Regarding City/County**

Workforce Training and Hiring Program  
City of Portland/Bureau of Purchases  
1120 S.W. Fifth Ave., Room 750  
Portland, OR 97204  
(503) 823-6888 or (503) 823-6855  
Fax: (503) 823-5539.

## **EXHIBIT 1**

### **RECOMMENDED GOOD FAITH RECRUITMENT & RETENTION PRACTICES**

#### **A. Recruitment Efforts**

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

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

B. Retention Efforts

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

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

**EXHIBIT 2**

**PROJECTED HIRING NEEDS**

**This form must be completed thoroughly by the prime and each subcontractor with a subcontract of \$100,000 or more.**

Please state how you plan to perform the work on this project, indicating the number of journey workers and apprentices by trade. This workforce plan must demonstrate how your company will fulfill all Workforce Program requirements, including utilization of apprentices. **Complete all columns, with project-specific information.**

BID# \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_  
 Federal ID # \_\_\_\_\_  Prime Contractor  Subcontractor

Trade	Total # of Journey Workers	# of Apprentices	# of New Positions (indicate Journey or Apprentices )	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. The Workforce Program compliance staff must approve all apprentices on the project.

Name of Apprentice	Trade	Race	Gender	Date of Hire	Staff use only (Initial: App roved Notified, Docs)

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

Person in your company who does hiring: \_\_\_\_\_

COMPANY: \_\_\_\_\_ CCB# \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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

With which JATCs are you registered to train apprentices? \_\_\_\_\_

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

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

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

PREPARED BY: \_\_\_\_\_ / \_\_\_\_\_

DATE: \_\_\_\_\_  
(sign and print)

Prime contractor must complete and submit to Owner within 15 calendar days after bid opening or prior to award of contract, whichever occurs first.

Subcontractors with contracts of \$100,000 or more must submit prior to beginning work on the project or within five (5) days of signing subcontract, whichever occurs first, to Prime Contractor. **Prime Contractor must submit to: Workforce Program, Bureau of Purchases, 1120 S.W. Fifth Avenue #750, Portland, OR 97204**

**Phone (503) 823-6888 or FAX (503) 823-5539**

**EXHIBIT 3**

**Request For Apprenticeship**

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

**FAX To:** \_\_\_\_\_ /

\_\_\_\_\_ (Apprenticeship Committee) (Contact/ Dispatcher)

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

**Request From:**

Company Name \_\_\_\_\_ /

\_\_\_\_\_ (Registered Training Agent) (Contact Person)

Phone \_\_\_\_\_ Fax

Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Apprentice Request:**

As a registered Training Agent, I am using this form to request referral of an apprentice for employment with my company in cooperation with the City/County/PDC Workforce Training & Hiring Program. I would like to continue to diversify my workforce. Therefore, please refer ethnic minorities and women for my consideration. If I am unable to receive a referral from my apprenticeship program within a reasonable time, and my apprenticeship program is open for applications or allows direct entry, I may use this form to request a referral to the apprenticeship program from community recruitment resources.

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

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

Project \_\_\_\_\_ 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? \_\_\_\_\_

**Please fax this Request For Apprentice form to your apprenticeship committee.**

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

City Workforce Training & Hiring  
1120 SW 5th Ave. Rm 750  
Portland, OR 97204  
Phone: (503) 823-6888  
FAX: (503) 823-5539

**For Apprenticeship Program Only**

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

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

Name of Apprentice: \_\_\_\_\_ Rae \_\_\_\_\_ Gender \_\_\_\_\_

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

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Fax this form with dispatch information to (503) 823-5539. Thank you.





**Submit to:** City Workforce Program  
Bureau of Purchases  
1120 SW 5th Ave #750  
Portland, OR 97204  
FAX: (503) 823-5539

**Send copy to:** **Developer and Owner's Project Manager**

\* Race includes the following minorities:  
**AA** - African American - having origins in any of the black racial groups of Africa;  
**H** - Hispanic American - person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin;  
**A** - Asian American - having origins in any of the original people of the Far East, Southeast Asia, Indian subcontinent or the Pacific Islands;  
**NA** - Native American - American Indian or Alaskan Native, having origins in any of the original peoples of North America;  
**C** - Caucasian.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**NOTE: Apprentices hours spent in the classroom during the course of the project can be submitted as hours worked.**

**EXHIBIT 5**

**APPRENTICESHIP RATIO DATA\***

The following data may be used to determine the ratio of apprentices on a jobsite in proportion to journey-level workers on the jobsite. The ratios that apply are those listed in the standards of the apprenticeship committee to which the Training Agent (Contractor) is a member. If the applicable trade is not listed, contact the Bureau of Labor and Industries at (503) 731-4072 or your apprenticeship committee.

\*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>	4. APPRENTICE TO JOURNEY RATIO*		
	<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	1/5	
Carpenter (Portland)	1/1	1/1 (1/5 union)	Additional apprentices authorized a 1/5 (union). Open shop and City of Portland industrial 1/1 for first three apprentices; 1/5 after.
Carpet Installers/Floorlayers	1/1	1/3	
Cement Masons	1/2	1/3	
Drywall Applicator (Ext/Int Specialists)	1/3	1/5	
Drywall Finisher (Taper)	1/1	1/3	
Electricians			
Inside	1/1	1/3 union (1/2 open shop)	
Outside	1/6	1/6	
Limited Energy/Limited Residential	1/1	1/1 union (1/2 open shop)	
Construction Lineman	1/1	1/1	
Limited Maintenance	1/1	1/2	
Stationary Engineer	1/1	1/3	
Elevator Contractor	1/1	1/1	1/1 for first two apprentices; 1/2 after
Environmental Control System (HVAC)	1/1	1/1	
Glass Installer (Glazier)	1/1	1/3	
Hod Carrier/Mason Tender	1/1	1/5 union (1/3 open shop)	
Iron Worker	1/1	1/6	
Laborer (Construction)	1/1	1/5 union (1/3 open shop)	
Landscape Laborer/Technician	1/1	1/5 union (1/3 open shop)	
Maintenance Mechanic	1/1	1/3	
Millwright	1/5 (1/3 open shop)	1/5 union (1/3 open shop)	
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	1/3	1/5	

**TRADE**

4. APPRENTICE TO JOURNEY RATIO\*

	<b><u>1<sup>st</sup> Apprentice</u></b>	<b><u>2<sup>nd</sup> Apprentice</u></b>	<b><u>Max</u></b>
Pipe Fitters/Steam Fitters	1/1	1/3	1/1 for first two apprentices
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	1/1 for first five apprentices, 1/5 after
Sheet Metal Worker	1/1	1/1	1/1 for first two apprentices, 1/3 after
Sheet metal Worker (Residential)	1/1	1/1	
Sign Maker/Erector	1/1	1/1	
Sprinkler Fitter	1/1	1/1	
Structural Fabricator	1/1	1/3	
Terrazzo Worker	1/1	1/3	
Tile/Marble Setter	1/1	1/3	

## **EXHIBIT F – ATTACHMENT C**

### **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

#### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The Portland Development Commission requires EEO certification of all vendors and contractors doing business in excess of \$2,500 with the Commission annually (July 1 through June 30). For projects supported by Portland Development Commission funding, all Prime Contractors are required to be EEO certified.

The Portland Development Commission's Equal Employment Opportunity (EEO) certification program is administered by the City of Portland Bureau of Purchases. In order to be EEO certified, your company must submit a form stating that it does not discriminate against any employee or applicant on the basis of race, religion, color, sex, marital status, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income in violation of Portland City Code Chapter 23.01. Your company must also take steps to ensure equal opportunity in all aspects of employment. These aspects include, but are not limited to hiring, promotion, transfer, advertising, layoff, termination, rates of pay, training (including apprenticeship), and terms and conditions of employment.

We ask most of our vendors and contractors to renew their EEO certification every two years. Construction firms meeting the criteria for the Large Local certification--that is, firms located in the Portland metro and Vancouver area and employing more than 25 people--are asked to renew annually.

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#### **HOW TO BECOME CERTIFIED**

You can register on-line. Just go to:

<http://cityofportland.ebidsystems.com>, click on  
"Vendor EEO Registration," and follow the instructions on the screen.

Questions may be directed to 503.823.2299 or email Denice Henshaw, [denice.henshaw@ci.portland.or.us](mailto:denice.henshaw@ci.portland.or.us).

## EXHIBIT G

### FORM OF CERTIFICATE OF COMPLETION

After recording return to:

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### CERTIFICATE OF COMPLETION

The CITY OF PORTLAND (the “City”), a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION, the duly designated urban renewal agency of the City of Portland (“PDC”) hereby certifies that Developer, \_\_\_\_\_, a \_\_\_\_\_ (“Developer”), has satisfactorily completed construction of the Project as described in the Purchase and Sale Agreement, dated \_\_\_\_\_, 20\_\_ (herein called the “Agreement”), a memorandum of which was recorded in the Records of Multnomah County, Oregon as Document No. \_\_\_\_\_ on \_\_\_\_\_, 20\_\_. Capitalized terms used herein without definition shall have the meaning ascribed to them in the Agreement.

Pursuant to Section 13 of the Agreement, PDC hereby certifies that:

- (i) the Project has been completed according to the Final Construction Drawings and Technical Specifications, except for punchlist items that do not materially affect the use of the Project for the purposes intended under the Agreement,
- (ii) Developer has completed all environmental remediation and abatement on the Property, if any, required of Developer under Sections \_\_\_ or \_\_\_ of the Agreement,
- (iii) the City of Portland has issued a temporary or permanent Certificate of Occupancy with respect to the Project,
- (iv) any other improvements required by the Agreement have been completed in all material respects.

This Certificate of Completion is and shall be a conclusive determination of the satisfaction of all of the agreements, covenants and conditions contained in the Agreement with respect to the obligations of Developer, its successors and assigns, as to the construction of the Project, and such obligations are hereby terminated. This Certificate represents and certifies the completion of Developer's construction obligations described herein as to PDC only.

Further,

- (1) Any party acquiring or leasing any portion of the Project shall not (because of such purchase or lease) have any obligation under the Agreement with respect to the construction of the Project, and

- (2) The following Sections of the Agreement shall survive and remain in effect for the periods identified in the Agreement notwithstanding issuance of this Certificate (“Surviving Sections”): Section \_\_\_\_ (LIABILITY CLAIMS), Section \_\_\_\_ (INDEMNITY FROM LIENS), Section \_\_\_\_ (INDEMNIFICATION), and, to the extent such obligations are intended to continue as provided therein, Section \_\_\_\_ (COMPLIANCE WITH CONSTRUCTION WAGE POLICY, BUSINESS AND WORKFORCE EQUITY POLICY, GREEN BUILDING POLICY AND EEO CERTIFICATION PROGRAM) and Section \_\_\_\_ (COMPLIANCE WITH OTHER PDC POLICIES).

Other than its right to enforce the Surviving Sections, PDC shall hereafter have, or be entitled to exercise, no rights or remedies or controls that it may otherwise have been entitled to exercise under the Agreement with respect to the construction of the Project, or as a result of a breach of any provisions of the Agreement relating to construction by the Developer, or by any successors in interest or assigns of Developer. Without limitation, PDC confirms that PDC no longer has any right of entry to the Property or power to terminate Developer’s title to the Property and re-vest such title in PDC.

IN WITNESS WHEREOF, PDC has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION, the duly designated urban renewal agency of the city of Portland

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Executive Director

STATE OF OREGON            )  
                                          ) ss.  
County of Multnomah        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, Executive Director of the PORTLAND DEVELOPMENT COMMISSION, the duly designated urban renewal agency of the City of Portland, on its behalf.

\_\_\_\_\_  
Notary Public for  
My commission expires: \_\_\_\_\_

## EXHIBIT H

### FORM OF QUITCLAIM DEED AND ESCROW INSTRUCTIONS

After recording return to and,  
until a changes is requested,  
all tax statements shall be sent to:

Portland Development Commission  
222 NW 5<sup>th</sup> Avenue  
Portland, OR 97209  
Attn: General Counsel

### QUITCLAIM DEED

\_\_\_\_\_, a \_\_\_\_\_ (“Grantor”), releases and quitclaims to the CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION, as the duly designated Urban Renewal Agency of the City of Portland (which, together with any successor public agency designated by or pursuant to law, is herein called “Grantee”), all right, title and interest in and to the following described real property:

LOTS 1 AND 2, RIVERSIDE PARKWAY CORPORATE CENTER, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH, AND STATE OF OREGON.

Other property or value was either part or the whole consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

IN WITNESS WHEREOF, Grantor has executed this instrument this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF PORTLAND, a municipal corporation of the State of Oregon,  
acting by and through the PORTLAND DEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Executive Director

STATE OF OREGON            )  
                                          ) ss.  
County of Multnomah        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_, on its behalf.

\_\_\_\_\_  
Notary Public for  
My commission expires: \_\_\_\_\_

STATE OF OREGON            )  
                                          ) ss.  
County of Multnomah        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, Executive Director of the PORTLAND DEVELOPMENT COMMISSION,  
the duly designated urban renewal agency of the City of Portland, on its behalf.

\_\_\_\_\_  
Notary Public for  
My commission expires: \_\_\_\_\_



**EXHIBIT H (Continued)**

**ESCROW INSTRUCTIONS FOR QUITCLAIM DEED**

\_\_\_\_\_ Title Insurance Company

\_\_\_\_\_  
Attention: [INSERT TITLE OFFICER]

Re: Escrow No. \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_ (“Developer”), has entered into that certain Purchase and Sale Agreement (“Agreement”) with the City of Portland, Oregon acting by and through the Portland Development Commission (“PDC”) dated as of \_\_\_\_\_, 20\_\_, a Memorandum of which was recorded \_\_\_\_\_, 20\_\_ as Document No. \_\_\_\_\_, Records of Multnomah County, Oregon, whereby PDC will convey to the Developer or its assignees certain real property (the “Property”) in the \_\_\_\_\_ Urban Renewal Area. The Property is the subject of this escrow and is described in the accompanying quitclaim deed (“Quitclaim Deed”).

Section 20.3.1 of the Agreement provides that, under certain circumstances, PDC is entitled to reconveyance of the Property pursuant to a Quitclaim Deed and Escrow Instructions. This document constitutes those escrow instructions and is for the purpose of irrevocably instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from PDC a notice signed by PDC’s Executive Director certifying that a copy of said notice has been delivered concurrently to Developer and certifying that a termination in favor of PDC of the title, and of all of the rights and interest of Developer in the Property has occurred, and that rights to the Property described in the Quitclaim Deed have vested in PDC pursuant to the Agreement (“Notice of Termination”), you shall at the end of thirty (30) days after receipt of said instructions record the subject Quitclaim Deed unless within said thirty (30) day period, you are notified by PDC that PDC has withdrawn the Notice of Termination, or unless you are prohibited from recording the Quitclaim Deed by temporary restraining order, preliminary injunction, or other court order.

In the event that you receive a copy of a Certificate of Completion issued by PDC with respect to the Project (either an original or one certified by Developer as being a duplicate of the original), you will forthwith return the Quitclaim Deed to Developer. In the event that there still remains in your possession an undisposed Quitclaim Deed by [*insert date eighteen (18) months after scheduled date for completion of improvements*] you shall contact PDC and Developer as to its disposition.

These instructions may not be withdrawn or in any way amended, modified or waived without the prior written consent of both of the parties hereto.

Please indicate your acceptance of and agreement to carry out these instructions as indicated below.

Very truly yours,

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Very truly yours,

CITY OF PORTLAND, acting by and through the  
PORTLAND DEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to this  
\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_, Title Insurance Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT I**  
**SCHEDULE OF PERFORMANCE**

I. No Extension of Closing

Date (NLT)	Event
September 1, 2008	Execute P&S
December 1, 2008	End Due Diligence
January 1, 2009	Close Transaction
June 1, 2010	Begin Construction
June 1, 2011	Complete Construction

II. With Extension of Closing

Date (NLT)	Event
September 1, 2008	Execute P&S
December 1, 2008	End Due Diligence
January 1, 2010	Close Transaction
June 1, 2011	Begin Construction
June 1, 2012	Complete Construction

# PDC

PORTLAND DEVELOPMENT COMMISSION

## Resolution Number 6578

TITLE: AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH BECKER LAND, LLC FOR THE DISPOSITION OF LOTS 1 AND 2 AT RIVERSIDE PARKWAY CORPORATE CENTER IN THE AIRPORT WAY URBAN RENEWAL AREA FOR \$2,139,888.

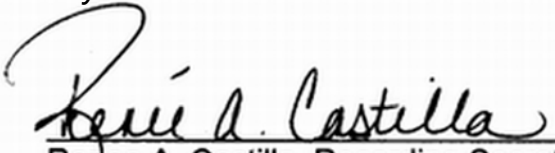
Adopted by the Portland Development Commission on August 13, 2008.

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Charles Wilhoite, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Scott Andrews	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Bertha Ferrán	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	John Mohlis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Vacant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Regular Agenda		

### Certification

The undersigned hereby certifies that:

*The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Portland Development Commission and duly recorded in the official minutes of the meeting.*

  
Renee A. Castilla, Recording Secretary

Date: August 20, 2008

