

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7448

AUTHORIZING EXECUTION OF A CONTRACT WITH MCDONALD EXCAVATING, INC. TO PROVIDE TANNER CREEK SEWER MITIGATION SERVICES ON THE PROSPER PORTLAND-OWNED PROPERTY LOCATED AT 1632 NW NAITO PARKWAY IN THE RIVER DISTRICT TAX INCREMENT FINANCE DISTRICT

WHEREAS, on February 17, 2000, following the direction from the Portland City Council, the Prosper Portland Board of Commissioners (“Board”) through Resolution No. 5397, authorized acquisition of 1632 NW Naito Parkway (“Property”) in furtherance of the River District Urban Renewal Plan;

WHEREAS, the Tanner Creek Sewer is a stormwater conveyance utility constructed in 1917 to service downtown Portland, and the outfall for this sewer is a cast-in-place, reinforced concrete structure that extends out of the riverbank on the Property;

WHEREAS, environmental investigations have identified past petroleum contamination in the backfill surrounding the sewer, and releases of product from this source into the Willamette River have occurred;

WHEREAS, it is important to mitigate groundwater contamination migrating through the Tanner Creek Sewer backfill into the Willamette River in order to protect the environment and to ready the Property for future redevelopment; and

WHEREAS, after a competitive solicitation process, McDonald Excavating, Inc. (“McDonald”), was selected as the most responsive bidder to complete the Tanner Creek Sewer mitigation project.

NOW, THEREFORE, BE IT RESOLVED, that the Prosper Portland Board authorizes the Executive Director to execute a contract with McDonald in an amount not to exceed \$610,000 (“Contract”), in substantially the form of Exhibit A attached hereto, for the purpose of completing the Tanner Creek Sewer mitigation project;

BE IT FURTHER RESOLVED, that the Executive Director may approve changes to the Contract if such changes do not materially increase Prosper Portland’s obligations or risks, as determined but the Executive Director in consultation with Prosper Portland’s General Counsel, and

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

Adopted by the Prosper Portland Commission on

May 11, 2022



Pam Feigenbutz, Recording Secretary

CONSTRUCTION AGREEMENT (NO. XXXXXX) FOR
Centennial Mills Tanner Creek Sewer Mitigation
1362 NW Naito Parkway
Portland, Oregon 97209

This Agreement is made as of the date of final execution by the Owner (as subsequently defined), by and between **McDonald Excavating, Inc., a Washington corporation** (the "Contractor"), and **Prosper Portland**, the economic development and urban renewal agency for the City of Portland (the "Owner"). The Contractor and the Owner together are the "Parties". The Contractor and the Owner, for the considerations stated herein, mutually agree as follows:

ARTICLE 1. The "Work" - The Contractor shall furnish and pay for all engineering services, supervision, contract administration, labor, materials, machinery, tools, equipment, and other services, including utility and transportation services, and other costs necessary to perform and complete all work required for the Centennial Mills Tanner Creek Sewer Mitigation project, as more specifically outlined in the Contract Documents. Work is to be performed in strict accordance with the Contract Documents as outlined below in Article 3.

ARTICLE 2. The "Contract Price" - The Owner will pay the Contractor for performance of the Contract, in current and appropriated funds, subject to additions and deductions as provided for in the Contract Documents, the sum of five hundred fifty-five thousand dollars and zero cents (\$555,000.00).

ARTICLE 3. The "Contract Documents" – The following documents, and any documents incorporated therein by reference, are the Contract Documents:

1. This Agreement
2. The Instructions to Bidders for Prosper Portland ITB 21-57, issued March 11, 2022, hereby incorporated by reference as if attached hereto
2. The Scope of Work for Prosper Portland ITB 21-57, issued March 11, 2022 as clarified and modified by Addendum 1 to Prosper Portland ITB 21-57, issued April 1, 2022, hereby attached together as **Exhibit "A"**
3. Phase II Remedial Action Plan (Contaminated Media Management Plan is included as Appendix C thereto), hereby attached as **Exhibit "B"**
3. The TCS Volume Estimates, Drawings, and Specifications prepared by Hart Crowser, Inc., hereby attached as **Exhibit "C"**
4. Contractor's Bid, as negotiated between the Parties, and reference form attached as **Exhibit "D"**
5. General Contract Conditions, hereby attached as **Exhibit "E"**
8. Business Equity Program Specifications, attached as **Exhibit "F"**
7. Workforce Hiring Program Specifications, attached as **Exhibit "G"**
9. Modifications to the Contract Documents issued after the execution of this Agreement.

The Contract Documents enumerated in this ARTICLE 3, which are as fully a part of the Contract as if hereto attached or herein repeated, forms the "Contract" or "Agreement" between the parties hereto.

ARTICLE 4. The "Schedule" (Date of Commencement, Substantial Completion and Liquidated Damages): Contractor shall commence work upon issuance of a "Notice to Proceed" by the Owner. In its sole discretion, the Owner may issue Notice to Proceed that is either limited, conditional, or both. A limited notice to proceed shall only authorize the Contractor to proceed with any portions of the Work which are therein specified. A conditional Notice to Proceed shall only authorize the Contractor to proceed with the Work, or any specified portions of the Work, upon satisfaction of any conditions therein specified. Contractor shall achieve Substantial Completion (as subsequently defined) no later than **twenty-eight (28)** calendar days following the date of the Notice to Proceed. Final Completion shall be achieved then **seven (7)** calendar days after the date of Substantial Completion. Notice to proceed shall be issued on such a date as deemed appropriate by the Owner and in the Owner's sole discretion. Provided however, the Owner shall endeavor to issue the notice to proceed within the month of August in the year 2022. The Contractor and its sureties shall be liable for and shall pay to the Owner the sum of two hundred fifty dollars (\$250.00) per calendar day as fixed, agreed, and liquidated damages for each calendar day of delay until the Work is satisfactorily completed.

ARTICLE 5. WORKERS COMPENSATION. Contractor certifies whether it is, or is not exempt from providing workers compensation insurance coverage under ORS 656.027 as indicated below:

____ Contractor **is** Exempt ____ Contractor **is not** exempt (Indicate One)

ARTICLE 6. NOTICES. Any notices required to be given under this Agreement shall be deemed conclusively given if transmitted to the other party at the following address or email address or at such other address or email address as may be given hereunder:

OWNER:

CONTRACTOR:

Attn: _____

Attn: _____

and a separate copy to:

Attn: _____

ARTICLE 7. COUNTERPARTS. This Contract may be executed in multiple counterparts, electronic or otherwise, each of which shall constitute the whole, original Contract.

By the Signatures below, the Parties have caused this Agreement to be executed as of the date on which a fully signed copy of the Agreement has been delivered to the Contractor.

PROSPER PORTLAND CONTRACTOR

By _____
Kimberly Branam,
Executive Director

By _____
Person Authorized to bind the Contractor

Printed name _____

Title _____

Contractor _____

APPROVED AS TO FORM:

Address _____

Legal Counsel

City _____

State/Zip _____

Printed name _____

City Business License Number _____

State CCB Registration Number _____

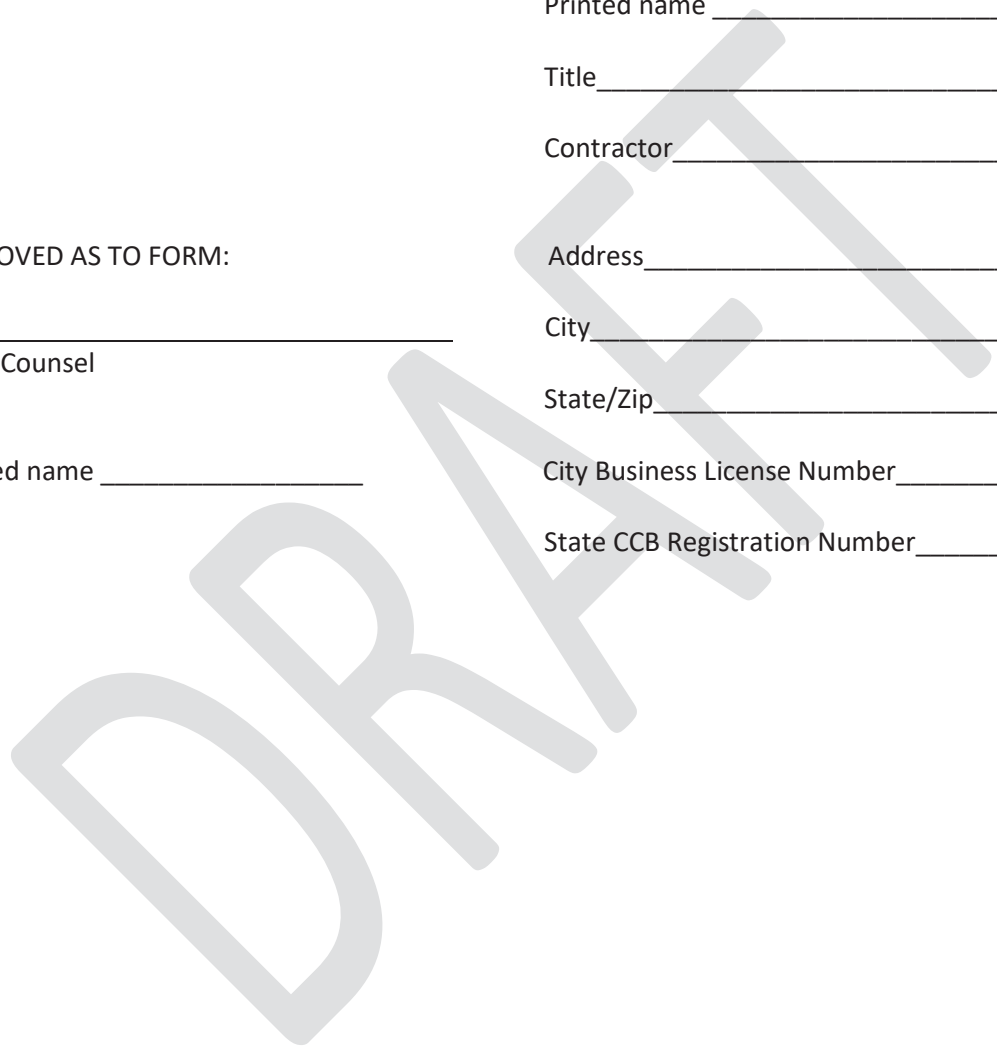


Exhibit A: Scope of Work

Solicitation Number: **ITB #21-57**

Project Title: **Centennial Mills Tanner Creek Sewer Mitigation**

The remainder of this page is intentionally blank. The content of Exhibit A begins on the following page.

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Exhibit B: Phase II Remedial Action Plan
Solicitation Number: **ITB #21-57**
Project Title: **Centennial Mills Tanner Creek Sewer Mitigation**

The remainder of this page is intentionally blank. The content of Exhibit A begins on the following page.

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Exhibit C: TCS Volume Estimates, Drawings, and Specifications

Solicitation Number: **ITB #21-57**

Project Title: **Centennial Mills Tanner Creek Sewer Mitigation**

The remainder of this page is intentionally blank. The content of Exhibit A begins on the following page.

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Exhibit E: General Contract Conditions

Solicitation Number: **ITB #21-57**

Project Title: **Centennial Mills Tanner Creek Sewer Remediation**

1. GENERAL PROVISIONS

1.1 **CONTRACT DOCUMENTS; INTENT.** The Contract Documents consist of the Agreement and those Documents listed in the Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor.

1.2 **CONFLICTS OR INCONSISTENCIES IN DOCUMENTS.** In the event of conflicts or inconsistencies between, within, or among any of the Contract Documents, Contractor expressly understands and agrees that precedence shall be given to that term, provision, condition, or requirement that provides the greater benefit to Prosper Portland, as determined in Prosper Portland's sole discretion.

1.3 **INTEGRATED AGREEMENT.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order signed by the Prosper Portland and Contractor.

1.4 **THE WORK.** The term Work means all work that is required by the Contract Documents and includes all labor, materials, equipment and services provided or to be provided by the Contractor or Subcontractors to fulfill the Contractor's obligations. All Work will be performed in strict accordance with the Contract Documents. As used herein, "Subcontractor" means any subcontractor or supplier at any tier providing labor, materials, equipment and/or services for the Project.

1.5 **REVIEW OF CONTRACT DOCUMENTS.** The Contractor shall carefully study and compare the Contract Documents with each other and shall immediately report to the Prosper Portland errors, inconsistencies or omissions discovered. If the Contractor performs any portion of the Work with knowledge that is involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Prosper Portland, the Contractor shall assume responsibility for such performance and shall bear the costs attributable to correction of the applicable portion of the Work.

1.6 **CONTRACTOR'S REPRESENTATION.** Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

1.7 **NON-RESPONSIBILITY OF PROSPER PORTLAND.** Prosper Portland will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. Prosper Portland will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents and will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, and Subcontractor, or their agents or employees, or of any other persons performing portions of the Work.

1.8 REJECTION OF WORK; TESTING. Prosper Portland will have authority to reject Work which does not conform to the Contract Documents and the authority to require additional inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither this authority nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Prosper Portland to the Contractor, and Subcontractors, their agents or employees, or other person performing portions of the Work; nor will Prosper Portland's authority or decision relieve Contractor of its sole responsibility for the means, methods, techniques, sequences, procedures, or safety precautions related to the Work.

1.9 WARRANTIES; DOCUMENTS REQUIRED FOR PAYMENT. The Contractor will provide to Prosper Portland for its review and records all written warranties and related documents required by the Contract and Prosper Portland will approve payment to the Contractor upon Contractor's compliance with these and other requirements of the Contract Documents.

1.10 Reserved.

2. CHANGES IN THE WORK.

2.1 CHANGES. Changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, may be accomplished after execution of the Contract, and without invalidating the Contract, by a prior written Change Order signed by both parties.

2.2 ADDITIONAL COMPENSATION/TIME. All changes or changed conditions for which Contractor wishes to receive additional compensation or time must be approved in advance by Change Order and signed by Prosper Portland and Contractor before any additional work commences. Requests for additional compensation and/or time not in writing and signed in accordance with this paragraph will not be considered by Prosper Portland and are hereby waived by Contractor. Contractor further waives, and agrees not to assert, any argument that Prosper Portland's knowledge of the additional work or conduct before, during, or after the Project amounts to an abrogation of the written change order requirements in this paragraph.

2.2.1 DELAYS AND EXTENTION OF TIME

If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or any of the Owner's Consultants or contractors (other than Contractor and Contractor's Sub-Contractors); (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine; provided, however that notwithstanding anything to the contrary in this Section [insert this section number], adjustments for Contract Time will be permitted for a delay only to the extent the delay (a) is not caused or contributed to, or could not have been anticipated by, the Contractor, and (b) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur. All requests for an adjustment of Contract Time may at the Owner's request, be supported by the Contractor's critical path method ("CPM") analysis showing the effect on the entire Project, including float. Partial demonstration of impact on particular operations only will not be acceptable to show the criticality of any event on the Project

schedule as a whole. Any extension of the Contract Time shall be net of any contingency, weather delay, or "float" time allowance included in the Contractor's construction schedule. If more than one event causes concurrent delays, and the cause of at least one of those events is a cause of delay that would not entitle the Contractor to an extension of time, then to the extent of such concurrency, the Contractor may not be entitled to an extension of time. Without in any way limiting Contractor's general waiver of consequential damages, Contractor specifically acknowledges and agrees that the Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, altitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended overhead; profit upon damages for delay; impact damages; or similar theories of damages.

Claims relating to time shall be made in accordance with applicable provisions of the Contract. Notwithstanding any contrary language in the Contract Documents, an extension of Contract Time, to the extent permitted under subsection Insert Section # for 1st paragraph], is the Contractor's sole remedy for any: (1) delay in the commencement, prosecution or completion of the Work; (2) hindrance or obstruction in the performance of the Work; (3) loss of productivity; or (4) other similar claims (herein "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by an act or omission of Owner or persons acting on Owner's behalf and only to the extent such acts continue after the Contractor notifies Owner in writing of the same. Contractor's written notice to Owner must be delivered as soon as possible and no later than seven (7) days from the beginning of the Delay. To the maximum extent allowed by law, Contractor is not entitled to any additional compensation or recovery of any damages in connection with any Delay, including without limitation consequential damages, lost opportunity costs, lost profits, impact damages or other similar remuneration. Owner's exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work or directing suspension, rescheduling or correction of the Work) is not an unreasonable act and will not be deemed an unreasonable Delay. Third-party utilities (including without limitation electric, natural gas and communication companies and utilities) and governmental entities (including the City of Portland or City bureaus or agencies other than Prosper Portland) are not persons or entities acting on Owner's behalf and the parties agree that any Delays that result from the actions of such entities on the Project will not be deemed an unreasonable Delay.

Contractor must take into account its expected downtimes due to typical weather conditions in Portland, Oregon at the time that the work is performed, equipment breakdowns, labor shortages, scheduling conflicts, material delivery delays, recognized holidays, or any other incidents or conditions that can be expected to occur on a project of this size and magnitude. The Contractor's failure to properly staff the job, failure to manage the work, or failure to allow for normal, reasonable weather delays shall not entitle the Contractor to additional time. No extensions of Contract Time due to weather delays shall be considered by the Owner unless the Owner is satisfied that the weather was significantly severe and unusual for long periods of time in which the work is performed and that the overall Project completion time was, in fact, truly impacted by the severe and unusual weather. In the case of claims for extension of time because of severe or unusual weather, an extension of time will only be granted if the severe or unusual weather prevented the execution of an item of Work underway at the time that controls overall job progress, equivalent to an item on the critical path of a network progress schedule or a similar schedule.

3. PAYMENT.

3.1 **CONTRACTOR INVOICE.** Unless otherwise specified, Contractor shall submit an invoice in duplicate to Prosper Portland upon Completion of the Work along with any required final contract documents including, but not limited to, Prosper Portland's claim waivers and releases.

3.2 **WITHHOLDING OF PAYMENT.** Prosper Portland may withhold payment, or any portion thereof, to Contractor on account of (1) defective or nonconforming Work not remedied, (2) claims filed or a reasonable basis to believe that such claims will be filed, (3) failure of Contractor to make payments properly for labor, materials, equipment, or subcontracts, (4) damages caused to Prosper Portland or another party, (5) failure of Contractor to submit to Prosper Portland any required final contract documents including, but not limited to, Prosper Portland's claim waivers and releases, or (6) failure by Contractor to carry out the Work in strict accordance with the Contract Documents. Prosper Portland may withhold from its payment to Contractor up to two hundred percent (200%) of the potential or actual costs associated with the above items.

3.3 **TAXES.** Contractor shall pay and remit to the applicable governmental agencies sales and use taxes, if any, on labor, supplies, and materials included in the Work.

4. PROMPT PAYMENT.

4.1 **PROMPT PAYMENT.** Contractor shall promptly pay all of its obligations arising out of or in connection with the Work, including, but not limited to, payments (1) to all persons, as due, supplying to Contractor labor, equipment, services or material for the prosecution of the Work, (2) of all contributions or amounts due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the Work, and (3) to the Department of Revenue of all sums withheld from employees pursuant to ORS 316.167.

4.2 **CONTRACTOR'S FAILURE TO MAKE PROMPT PAYMENT.** Upon Prosper Portland's reasonable concern that Contractor has failed, neglected or refused to make prompt payment of any claim for labor, equipment, services or materials furnished to the Contractor or a subcontractor by any person in connection with the Project as such claim becomes due, Prosper Portland may (but is not required to) pay such claim and charge the amount of the payment against funds due or to become due the Contractor under the Contract. Prosper Portland reserves the right (but is not required) to make payments directly or by multiple-payee check and Contractor hereby consents to such direct and multiple-payee check payments. Upon Prosper Portland's request, Contractor shall furnish the information required to facilitate such payments. Payment by the Prosper Portland as authorized herein shall not relieve the Contractor or its surety (if any) from obligation with respect to any unpaid claims.

4.3 **CONTRACTOR'S/FIRST-TIER SUBCONTRACTORS'S FAILURE TO MAKE PAYMENT AFTER PAYMENT FROM PROSPER PORTLAND; INTEREST PENALTY.** If the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor, equipment, services or materials in connection the Project within thirty (30) days after receipt of payment from the Prosper Portland or the Contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(3) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be calculated as described in ORS 279C.515 (2).

5. CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS.

5.1 PROSPER PORTLAND REQUIREMENTS. Contractor shall be licensed to do business in the City of Portland as required by City Code and shall be certified as an Equal Employment Opportunity (EEO) employer through the City of Portland, Bureau of Purchases.

5.2 EMPLOYEE DRUG TESTING PROGRAM. Contractor shall certify to Prosper Portland that Contractor has initiated and shall maintain through the completion of the Work of the Project, an employee drug testing program.

5.3 WORK DAY/WORK WEEK. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay (1) for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or (2) for all overtime in excess of 10 hours a day or 40 hours in any one week when the work is four consecutive days, Monday through Friday, and (3) for all work performed on Saturday, and on any legal holiday specified in ORS 279C.540.

5.4 PROMPT PAYMENT FOR MEDICAL SERVICES. The Contractor shall promptly make payment, as due, to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. The Contractor shall also comply with ORS 656.017.

5.5 LIST OF SUBCONTRACTORS. Before commencing Work, Contractor shall provide for Prosper Portland's approval a list of all Subcontractors to be involved on the Project. Prosper Portland shall have the ability to require removal and substitution of any Subcontractor prior to commencement of the Work. Prosper Portland further reserves the right during the Project to reasonably require removal from the Project of any of Contractor's employees, agents, or Subcontractors for good cause, and to require a substitution that meets Prosper Portland's approval. It shall be the responsibility of the Contractor to assure that all Subcontractors are duly registered with Oregon's Construction Contractors Board and have not been declared ineligible to work on a public improvement contract pursuant to ORS 279C.860 or ORS 701.227.

5.6 REQUIRED PROVISIONS IN SUBCONTRACTOR AGREEMENTS.

5.6.1 BOUND BY CONTRACT DOCUMENTS. Contractor's subcontracts and supply contracts shall require the Subcontractor, as to the Work to be performed by the Subcontractor, be bound to Contractor by the terms of the Contract Documents and to assume toward Contractor all of the obligations which Contractor, by the Contract Documents, assumes toward Prosper Portland. Contractor's subcontracts and supply contracts shall include a provision whereby the Subcontractor consents to the assignment of the subcontract or supply contract to Prosper Portland contingent upon Contractor's default of this Agreement.

5.6.2 PAYMENT. Contractor shall include in each of its subcontracts and supply contracts a clause obligating the Contractor (1) to make payment to the Subcontractor for satisfactory performance within 10 days out of such amounts as are paid to the Contractor by the

Prosper Portland, and (2) to pay to the Subcontractor an interest penalty as described in paragraph 3.2 above. Contractor shall also include in each of its subcontracts and supply contracts a clause obligating each Subcontractor to include a payment clause and an interest penalty clause conforming to the standards of this paragraph and paragraph 3.2 above in each of its subcontracts and supply contracts and to include such clauses in their subcontracts and supply contracts with each lower-tier Subcontractor.

5.7 NO CONTRACTUAL RELATIONSHIP WITH PROSPER PORTLAND. Nothing in this Agreement shall be construed to establish a contractual relationship between Prosper Portland and any Subcontractor; provided, however, that nothing in this Agreement shall prevent Prosper Portland from maintaining any third-party beneficiary claims against Subcontractors.

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5.8 PROSPER PORTLAND'S APPROVAL OF SUBCONTRACTS AND ASSIGNMENTS. The Contractor shall not subcontract or assign its obligations under this Agreement in whole or in part, nor shall any Work be performed by any Subcontractor or assignee, nor shall any funds payable to Contractor under this Agreement be assigned, without the prior written approval of Prosper Portland. Prosper Portland's approval of any such subcontracting or assignment shall not relieve Contractor of any of its obligations under this Agreement.

6. WARRANTY.

6.1 PERFORMANCE OF THE WORK. Contractor shall perform the Work in a workmanlike manner and in strict accordance with the Contract Documents and industry standards. Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, and for supervising, coordinating and performing all of the Work. The Work shall be subject to observation and approval by Prosper Portland, Prosper Portland's representatives, and representatives of governmental agencies with jurisdiction over the Project. Neither the supervision, inspection, testing, observation, nor approval of the Work by Prosper Portland, Prosper Portland's representative, or a governmental agency shall relieve Contractor from its obligation to perform the Work in strict accordance with the Contract Documents and industry standards.

6.2 CONTRACTOR'S WARRANTY. Contractor shall promptly correct, at no cost to Prosper Portland, all Work rejected by Prosper Portland or any governmental agency. Contractor warrants to Prosper Portland, for a period of one (1) year following the date of Final Completion, that the materials and equipment furnished under this Agreement will be of good quality and new, unless otherwise required by the Contract Documents, that the Work will be free of defects, and that the Work will strictly conform to the Contract Documents and industry standards. Work not conforming to these requirements shall be considered defective. If within one (1) year from the date of Final Completion and acceptance by Prosper Portland, any Work is found to be defective or not in full conformance with the Contract Documents and industry standards, upon receipt of written notice, Contractor shall promptly correct it at no cost to Prosper Portland. The one (1) year warranty will start over on those items corrected from date correction is accepted. Should Contractor fail to correct Work as required herein, Prosper Portland may correct such Work and Contractor shall pay Prosper Portland's costs of correction.

6.3 ACCEPTANCE OF NONCONFORMING WORK. If Prosper Portland prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Prosper Portland may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate. Such adjustments shall be affected whether or not final payment has been made.

6.4 SUBMISSION OF ADDITIONAL WARRANTIES. Contractor shall collect and submit to Prosper Portland, prior to Final Completion, all additional warranties from Subcontractors, distributors, and manufacturers, hereby assigns to Prosper Portland all of Contractor's rights under such warranties. All of warranties discussed in this Article 5 are in addition to, and not in lieu of, other remedies Prosper Portland may have, all of which are fully reserved by Prosper Portland.

7. PROSPER PORTLAND'S CONSTRUCTION AND SEPARATE CONTRACTS.

7.1 Prosper Portland reserves the right to perform construction or operations related to the Project with Prosper Portland's own forces or by separate contracts. Contractor agrees to

cooperate with Prosper Portland and Prosper Portland's separate contractors, and Prosper Portland agrees to cooperate with Contractor and to require its separate contractors to do the same, with respect to scheduling, material, and equipment deliveries and storage, security, cleanup, work activities, and other aspects of the Project.

8. SAFETY AND ENVIRONMENT.

8.1 **CONTRACTOR RESPONSIBILITY.** Contractor shall be responsible for all safety precautions and programs in connection with the performance of the Work including, without limitation, precautions and programs to prevent damage, injury, and loss to those performing the Work and other persons, to the Work and materials and equipment to be incorporated into the Project, and to other personal and real property at the Project site and adjacent thereto.

8.2 **CESSATION OF WORK UPON DISCOVERY OF HAZARDOUS MATERIALS; ACTIONS BY CONTRACTOR.** Immediately upon discovery, Contractor shall cease performance of the Work in that area of the Project where there are, or reasonably appear to be hazardous materials which are not controlled or have not been rendered harmless. As used herein, the term "hazardous materials" shall mean and include all "hazardous substances" as defined in the federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), all "hazardous waste" as defined in the federal Resource Conservation Recovery Act (RCRA), and similar terms as used in applicable federal, state and local statutes, rules and regulations. Upon ceasing the Work as described herein, or upon discovery of any occurrence or condition which constitutes or reasonably could constitute an immediate danger to persons, property or the environment, Contractor shall take such actions as are reasonably necessary to contain any suspected hazardous materials and to minimize the danger. Contractor shall immediately notify Prosper Portland and shall not resume the Work in the affected area until it has received a written order from Prosper Portland to do so.

9. INDEMNITY.

9.1 To the fullest extent permitted by law, Contractor agrees to defend (with counsel meeting Prosper Portland's approval), hold harmless, reimburse, and indemnify Prosper Portland from and against any and all claims, demands, losses, costs, damages, expenses, penalties, actions, suits, and liabilities of any kind, including, without limitation, attorney fees and related investigation, expert witness, and other legal expenses, arising out of or related to the Contract or performance of the Work, including, without limitation, injury to or death sustained by any person (including, but not limited to, Contractor's employees) or damage to any real or personal property, to the extent such claims, demands, losses, costs, damages, expenses, penalties, actions, suits, or liabilities are caused in whole or part by any act or omission (negligent or otherwise), whether active or passive, of Contractor, Subcontractors, or Prosper Portland's partners, officers, directors, agents, or employees of any of them, or the failure of such parties or persons to perform their obligations as required by the Contract Documents.

10. INSURANCE AND BONDS.

10.1 **CERTIFICATES OF INSURANCE.** Contractor and all Subcontractors must provide Certificates of Insurance signed by an authorized insurance company representative before their portion of the Work commences on the job site. The Certificates of Insurance provided by the Contractor shall

be mailed to Prosper Portland within ten (10) days after Notice of Award and will be incorporated herein by this reference.

10.2 INSURANCE ON ALL OPERATIONS. Contractor must, at its own expense, procure, carry and maintain in force insurance on all operations as provided below. Contractor is responsible for paying its own deductibles on the required insurance. Consultant hereby waives any right to subrogation which any insurer of said Consultant may acquire against Prosper Portland by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Prosper Portland has received a waiver of subrogation endorsement from the insurer. The required amounts of the Contractor’s insurance are as provided in paragraphs 10.2.1 and 10.2.2 below:

10.2.1 COMPREHENSIVE GENERAL LIABILITY.

\$ 1,000,000 Each Occurrence	Bodily Injury and Property Damage
\$ 1,000,000 Aggregate	(Combined Single Limit)

This insurance shall include products and completed operations, personal and advertising injury liability, property damage and bodily injury.

10.2.2 POLLUTION LIABILITY INSURANCE

Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

10.2.2 AUTOMOBILE LIABILITY INSURANCE.

\$ 1,000,000 Each Accident	Bodily Injury and Property Damage (Combined Single Limit)
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10.2.3 WORKERS’ COMPENSATION. Unless exempt under ORS 656.027, Contractor shall deliver to Prosper Portland a certificate evidencing sufficient Oregon Workers’ Compensation coverage, in compliance with ORS 656.017, protecting Prosper Portland from any claims arising therefrom for work performed on the Project.

10.2.4 TERM OF INSURANCE. Contractor’s insurance shall be maintained from the date of commencement of the Work until one (1) year after the date of Final Completion and at all times thereafter if Contractor or Subcontractors is/are repairing, correcting, removing or replacing defective, rejected or warranty Work. In the event any of the policies required herein are canceled or materially altered, the Contractor and its insurer will give thirty (30) days’ written notice by registered mail to Prosper Portland’s Representative.

10.3 ADDITIONAL INSURED. **“Prosper Portland, the City of Portland, and each of their officers, officials, employees, and volunteers”** are to be covered as **additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form (1) CG 20 10 10 01 or (2) **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms, if later revisions are used). It is understood and agreed that such

insurance provided to Prosper Portland by Contractor (1) shall be primary as to any other insurance covering or available to Prosper Portland, (2) shall be at least as broad in its coverage of Prosper Portland as it is in its coverage of Contractor, and (3) that such other insurance available to Prosper Portland shall not be required to contribute to any liability or loss until and unless the appropriate limit of liability afforded hereunder is exhausted.

10.3.1 ENDORSEMENT. The additional insured endorsement must be attached to Contractor's Comprehensive General Liability, Automobile Liability, and Excess Liability (if required) policies. Stating that the Prosper Portland is an additional insured on the insurance certificate only is not acceptable.

10.4 WAIVER OF SUBROGATION. Contractor's Worker's Compensation, Comprehensive General Liability, Automobile Liability, and Excess Liability (if required) policies shall contain a "Waiver of Subrogation" endorsement.

10.5 SUBCONTRACTOR'S INSURANCE. It shall be the responsibility of the Contractor to assure that all Subcontractors carry adequate liability and Oregon Worker's Compensation insurance. In the event a Subcontractor fails to maintain adequate insurance coverage required under this Agreement, Contractor must maintain such coverage on behalf of the Subcontractor at no charge to Prosper Portland.

10.6 NO RESPONSIBILITY FOR MATERIALS AND/OR LABOR. Contractor acknowledges and agrees that Prosper Portland and the City of Portland assume no responsibility for materials and/or labor until subject improvements are installed, completed and accepted by the Prosper Portland. The contractor shall be responsible for all their own property losses including, but not limited to, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal, except to the extent such property losses are caused by the negligent or other wrongful acts or omissions of the Prosper Portland, their agents or employees, or their separate contractors.

10.7 BONDS. At the time the Contract is executed, Prosper Portland may require the Contractor to execute and deliver to the Prosper Portland good and sufficient payment and performance bonds, to be approved by the Prosper Portland, in a sum equal to the Contract Price, and on forms provided by Prosper Portland. If required, cost will be paid by Prosper Portland on a straight pass-through basis.

11. TERMINATION

11.1 CONTRACTOR'S DEFAULT; TERMINATION AND TAKEOVER OF THE WORK BY PROSPER PORTLAND. If Contractor defaults on any of its obligations under the Contract Documents, and fails to remedy such default within seven (7) days after receipt of written notice of default from Prosper Portland, then Prosper Portland may terminate Contractor for cause and Prosper Portland may take possession of all of Contractor's materials, equipment, tools, construction equipment, and machinery and complete all or any part of the Work, and Contractor, upon request of Prosper Portland, and to the extent requested by Prosper Portland shall assign its subcontracts to Prosper Portland for the purpose of completing the Work. Prosper Portland's election to take over all or any part of the Work shall not constitute Prosper Portland's sole remedy upon any such default. Prosper Portland expressly reserves all other rights and remedies under this Agreement at law and in equity upon default, including without limitation the right to terminate this Agreement for convenience.

11.2 TERMINATION FOR CONVENIENCE. Prosper Portland may terminate the Agreement between the parties at any time and for any reason, with or without cause, upon seven (7) days written notice to Contractor. In the event of such termination for Prosper Portland's convenience, Prosper Portland shall pay Contractor a share of the Contract Price that is proportionate to the percentage of the Work completed. In no event will Contractor be entitled to profit, fee or markup on any unperformed Work. Any termination for cause later found by a Court or arbitrator to be without basis shall automatically be deemed a termination for convenience by Prosper Portland. At any time, Prosper Portland may change a termination for cause into a termination for convenience in its sole discretion.

12. DISPUTES

12.1 INITIAL DISPUTE RESOLUTION. and Contractor agree that if a disagreement, dispute, or controversy arises out of or relates to this Contract, and Contractor will attempt in good faith to resolve the disagreement, dispute, or controversy through direct discussions between project site representatives of the parties who have authority to settle the matter. Compliance with this paragraph is a condition precedent to either party's right to initiate litigation or arbitration as provided below.

12.2 ARBITRATION/LITIGATION. Any dispute between and Contractor arising out of or relating to this Contract shall be subject to arbitration or litigation at the Prosper Portland's option. If arbitration is selected, the decisions and award of the arbitrator shall be final and binding. The arbitration shall be conducted pursuant to the latest edition of the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"), except as may be modified herein.

12.3 GOVERNING LAW; FORUM. All disputes arising out of or related to this Contract shall be governed by the law of the State of Oregon. Any arbitration, suit or action arising out of or relating to the Agreement shall be conducted in Portland, Oregon.

12.4 ATTORNEY FEES. Should any suit, action or arbitration be commenced in connection with any dispute arising out of or relating to this Contract, the prevailing party shall be entitled to recover its costs, together with such investigation costs and fees, expert witness costs and fees, and attorney costs and fees, as the court or arbitrator may adjudge reasonable, incurred in connection with such dispute before trial or arbitration, at trial or arbitration, upon any motion for reconsideration, upon petition for review, and on any appeal of such suit, action or arbitration proceeding.

13. MISCELLANEOUS PROVISIONS.

13.1 INDEPENDENT CONTRACTOR. Contractor certifies that it is an Independent Contractor (as defined by ORS 670.600) and shall be responsible for taxes or contributions payable on its employees, including, without limitation, employee contributions under federal or state laws, and for full compliance with record keeping, reporting, and other requirements of such laws.

13.2 COMPLIANCE WITH LAWS. Contractor shall comply with all applicable federal, state, and local laws, statutes, codes, regulations and rules (including, but not limited to, ORS Chapter 279 and OAR Chapters 125 and 137) as well as all applicable construction industry standards, including

without limitation those governing labor, materials, equipment, construction procedures, safety, health, sanitation and the environment. Contractor agrees to indemnify, hold harmless, reimburse, and defend Prosper Portland from and against any penalties or liabilities arising out of violations of such obligations by Contractor or its Subcontractors. This Agreement incorporates by reference all public contract provisions required by ORS Chapter 279, OAR Chapters 125 and 137, and any other public contracting statutes or rules.

13.3 EXPLOSIVES. Explosives are not permitted without written approval of Prosper Portland.

13.4 MATERIAL SALVAGE. Pursuant to ORS 279C.510, the Contractor is required to salvage or recycle construction and demolition debris, if feasible and cost-effective.

13.5 PERMITS/INSPECTIONS/TESTING. Contractor shall secure and pay for those permits, plan check fees, testing, and all other fees required and necessary for the performance and completion of the Work. All testing results are to be submitted directly to the Prosper Portland from the testing laboratory.

13.6 CLEANUP. Contractor at all times shall keep the Project premises reasonably free from waste, debris, and other excess materials caused by the Work, and shall leave the premises in “broom clean” condition at the end of each day of Work. Upon both Substantial and Final Completion of the Work, Contractor shall remove all waste, debris, tools, equipment, and excess materials from the Project site, shall properly dispose of all such items, and shall leave the site in a neat and orderly condition. Should Contractor fail to perform its obligations under this paragraph, Prosper Portland may do so at Contractor’s expense.

13.7 WAIVER. Either party’s waiver of a breach by the other party shall not constitute a waiver of any further or additional breach of such provision or of any other provision of the Contract.

13.8 SEVERANCE. Should any provision of the Contract at any time conflict with any law, regulation, order, or ruling, or in any way be deemed unenforceable, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of the Contract becomes inoperative, the remaining provisions of the Contract shall remain in full force and effect.

13.9 CONTRACTORS BOARD. The Contractor must be registered with the Construction Contractors Board per ORS 701.055.

13.10 AUDIT OF BOOKS AND RECORDS. Prosper Portland shall have access to all books, documents, papers, and records of Contractor which relate to this Contract for purpose of making an audit during the work and for a period of three years after final payment.

Exhibit F: Business Equity Program Specifications

Solicitation Number: **ITB #21-57**

Project Title: **Centennial Mills Tanner Creek Sewer Remediation**

In furtherance of Prosper Portland’s commitment to social and racial equity, the Prosper Portland Board of Commissioners adopted the *Construction Business and Workforce Equity Policy* on April 14, 2021 through Resolution No. 7411 (the “**CBWE Policy**”). The CBWE Policy establishes two different programs: (i) the Workforce Training and Hiring Program; and (ii) the Business Equity Program (the “**BEP**”). These specifications (these “**Specifications**”) relate to the BEP, and identify specific requirements that contractors, developers, borrowers, grantees, purchasers, or other parties with whom Prosper Portland does business and to whom the BEP applies (each a “**Recipient**”) must meet to comply with its contractual obligations. By attaching these Specifications to the contract, agreement, or instrument to which they are an exhibit (the “**Contract**”), the requirements of these Specifications are incorporated into the Contract. The goal of the BEP is to improve outcomes for local small businesses and support the growth of construction and development firms owned by people of color and women by providing opportunities for State of Oregon Certified Firms. “Certified Firms” are Disadvantaged/Minority/Women/Emerging Small Business and Service-Disabled Veteran (sometimes abbreviated as “**D/M/W/ESB/SDV**”) firms as certified by the State of Oregon’s Certification Office for Business Inclusion and Diversity (“**COBID**”).

1. PROGRAM APPLICABILITY

These Specifications apply to the construction project described in the Contract (the “**Project**”), including construction-related professional services, such as design and engineering, associated with the Project, except to the extent otherwise expressly stated in the Contract.¹ Notwithstanding anything to the contrary in these Specifications, where a Recipient is not directly undertaking construction (e.g., a developer is instead contracting with a prime contractor to undertake construction), the Recipient must see to it that applicable requirements in these Specifications are passed through to its contractor and subcontractors, and ensure that any contractor / subcontractors comply with these Specifications and thereby enable Recipient to comply with these Specifications.

2. PROGRAM GOALS

The overall goal of the BEP is to ensure Prosper Portland projects and programs provide meaningful professional, supplier, and construction contracting opportunities for Certified Firms. The BEP’s goals

¹ Pursuant to the CBWE Policy, the BEP applies in the following circumstances (this footnote is for informational purposes only; if these Specifications are attached to the Contract, or the Contract otherwise indicates the BEP applies, the BEP applies to the Project):

- A Prosper Portland Personal Services Contract in the construction context for any amount.
- A Prosper Portland Flexible Services Contract in the construction context for any amount.
- A Prosper Portland-Owned Construction Contract with Hard Construction Costs greater than \$200,000.
- A Prosper Portland Sponsored Project receiving more than \$300,000 of Prosper Portland Resources to support a project with Hard Construction Costs greater than \$200,000.
- A sale of Prosper Portland real property to a private party with a purchase price greater than \$300,000 that is expected to involve Hard Construction Costs greater than \$200,000.
- An Intergovernmental Agreement with Hard Construction Costs greater than \$200,000, whether project is contracted by Prosper Portland or another agency.

for the utilization of Certified Firms are as follows:

- 22% of the Project’s total Hard Construction Costs (as defined in the CBWE Policy) allocated to Certified Firms, and 14% of Hard Construction Costs (which counts towards the overall 22% goal) allocated to any combination of DBE and/or MBE firms.
- 20% of the Project’s professional services² costs allocated to Certified Firms.

Prosper Portland strongly encourages Recipients to promote their prime contractors to utilize Certified Firms for all divisions of work. A directory of Certified Firms can be found by visiting the State of Oregon’s COBID website at: <https://oregon4biz.diversitysoftware.com/>

For construction contracts not subject to ORS 279C.305 (e.g., Sponsored Projects (as defined in the CBWE Policy) and Prosper Portland-Owned alternative contracts), Prosper Portland encourages opportunities for smaller contractors and Certified Firms. Prime contractors who intend to self-perform more than 10% of the trade work to complete a project or an entire Construction Specifications Institute (CSI) Master Format trade division (e.g., excluding superintendence, supervision, mobilization, etc.) will be required to have the written authorization of Prosper Portland, who may approve a higher percentage based on the type, size, available subcontractors, and other relevant project criteria.

3. STANDARDS OF COMPLIANCE

Recipients shall document all good faith efforts taken to contract with Certified Firms. If a Recipient, or a prime contractor/ consultant thereof, has difficulty in achieving BEP goals, it is such Recipient’s and prime contractor’s/consultant’s obligation to immediately notify Prosper Portland and seek guidance. The following tasks are minimum reasonable and necessary steps to comply with BEP goals:

a. Initial meeting

Recipients shall attend an initial kickoff meeting with Prosper Portland Project Staff and Compliance Team at the earliest possible opportunity. Recipients of Prosper Portland project support on BEP applicable projects shall bring the following to the initial meeting:

- Project Description;
- Project Design/Construction Schedule; and
- Professional Services Team List (A/E, Survey etc.).

The purposes of the initial meeting are:

- To answer questions the Recipient may have regarding compliance with BEP and Prosper Portland’s equity goals;
- For the Recipient to obtain information from Prosper Portland regarding resources the Recipient may utilize in meeting its obligations under the BEP;
- For the Prosper Portland Compliance Team to explain the Utilization Plan (as explained below);
- To explain the Ongoing Compliance Report Requirements in the City of Portland’s Contract Compliance Reporting System (**CCRS**) with the City of Portland Compliance Staff,

² For purposes of this goal, the term “professional services” means services within the scope of the professional practice of architecture, engineering, or registered land surveying, or those services performed by any architect, landscape architect, professional engineer or registered land surveyor in a professional capacity.

- To explain how the projects utilization is reported on Prosper Portland’s website, and
- To explain the ramifications of noncompliance with this guidance, including debarment and liquidated damages.

If Hard Construction Costs are \$1,000,000 or more, the Recipient and its prime contractor shall attend an additional meeting with Prosper Portland’s Compliance team and agency partners to review the scopes of work and determine a potential Outreach Plan at the earliest possible time, and **no later than two (2) months before bidding on construction contracts and the Project begins.**

b. Outreach Methods - Additional Assistance

Recipients, with and through their prime contractor, shall conduct outreach so that Certified Firms have at least fifteen (15) business days after the conclusion of such outreach to respond to any bidding deadlines and be considered for construction contracts on the Project. Any changes to this schedule must be approved by Prosper Portland. Recipients, with and through their prime contractor, consultant are encouraged to engage in additional outreach methods to ensure maximum participation by Certified Firms, including but not limited to:

- i. Working with the assistance of Prosper Portland’s Partners (See list of partnering organizations in section 6, below) to develop an outreach plan; and
- ii. Hold Outreach events at Partnering Organizations meetings or spaces.

c. Reporting Requirements (CCRS)

BEP applicable projects are subject to compliance reporting requirements. Recipients are required to provide all contract compliance-related data electronically in the City of Portland’s Contract Compliance Reporting System (**CCRS**).

All parties identified are responsible for responding to any instructions or requests for information from the City of Portland’s Compliance Officer and Prosper Portland’s Compliance Coordinator (see Section 5) and should regularly check the CCRS to manage contact information and contract records.

Recipients, with and through their prime contractor, consultant are responsible for ensuring all subcontractors/subconsultants have completed all requested items and that their contact information is accurate and up to date. Prosper Portland may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.

Information related to contractor/ consultant access of the system will be provided to a designated point of contact upon notification. The CCRS is web-based and can be accessed at the following internet address: <https://portlandoregon.diversitycompliance.com/>

i. Utilization Plan (UP)

The UP is due to Prosper Portland from a Recipient, with and through their prime contractor, consultant at the **beginning of the project for soft costs and one (1) month before construction begins** for hard costs. A completed UP is required to be submitted electronically in the CCRS. On-screen instructions in the CCRS will guide you through the UP-

submittal process. The UP must list ALL subcontractors/subconsultants to be used on the project, their corresponding type of work, their subcontract amount, and their Certified Firm status, if applicable, regardless of the dollar amount. After submission of the UP, you may review your Dashboard for status updates.

ii. Monthly Reporting

Recipients, or any prime contractor thereof, shall submit records of subcontractor/subconsultant payments via the CCRS by the 15th day of each month once work has commenced and shall ensure that subcontractors/subconsultants are confirming payments reported to them in the system. Subprime firms are also responsible for reporting participation of lower tier subs.

iii. Subcontractor Changes

If any subcontractor/subconsultant is added or replaced after the UP is submitted, the Recipient, and any prime contractor/ consultant thereof, shall make good faith efforts to solicit bids from Certified Firms for the work to be performed.

All subcontractor/subconsultant changes/requests shall be made in the CCRS and will include supporting documentation of the foregoing prior to making any changes. A tutorial for adding subcontractors can be found here:

<https://portlandoregon.diversitycompliance.com/Help/Tutorial/TutorialView.asp?XID=5666&TFL=RequestingASub>

A Recipient, or any prime contractor/ consultant thereof, shall not add, delete, or replace any subcontractor without prior written consent from Prosper Portland.

iv. Good Faith Effort Documentation

D/M/W/ESB/SDV BIDS RECEIVED LOG: Recipient shall provide upon request if BEP program goals are not met:

- (1) If the CCRS shows that the program goals have not been met, the Recipient, with and through their prime contractor, must submit Form 2 and additional documentation as required. **To submit Form 2 and additional documentation, click Attach Waiver Files. When finished click Save Waiver Details before leaving the plan or attempting to complete another step.**
- (2) Any of Recipient's bidders must have contacted Certified Firm subcontractors/subconsultants in writing to advise them of potential subcontracting/subconsulting opportunities and ensure that they have an equal opportunity to compete for work by providing all subcontractors/subconsultants the same information and informing them of the date and time that sub-bids are due.
- (3) Any Recipient, with and through their prime contractor/consultant, must have obtained a minimum of three (3) written bids from Certified Firms that specialize in the type of work that will be subcontracted/sub consulted. Bidders shall submit additional information and provide clarification upon request.

v. Final Reporting

All reporting is due in the **CCRS** 60 days after the Project is complete.

The Project's Business Equity Utilization will be posted on Prosper Portland's website (<https://www.prosperportland.us>) during the life of the project.

4. CONSEQUENCES OF NON-COMPLIANCES WITH BEP

Prosper Portland's commitment to construction business equity is reflected, in part, by the cost of administering and promoting the BEP and of Prosper Portland's initiatives to advance equity in the context of the construction industry. Failure of any Recipient to meet BEP requirements deprives Prosper Portland of the benefits of these costs and efforts, and impairs Prosper Portland's attempts to promote contractor diversity and to provide equitable opportunities to the public. A Recipient's failure to meet the requirements of these Specifications, including but not limited to the timely submission of required documentation, constitutes a material breach of these Specifications and thus the Contract. In the event of a material breach of these Specifications by any Recipient or an entity for whom a Recipient is responsible (e.g., a contractor or subcontractor performing work on the Project), in the sole discretion of Prosper Portland, Prosper Portland may take any or all the following actions (without limiting any other rights or remedies Prosper Portland may have under the Contract):

a. Withholding Progress Payments

If the Contract provides for progress payments, Prosper Portland may withhold all or part of any payments until the breach is remedied to Prosper Portland's reasonable satisfaction. If payments are so withheld, the Recipient shall in no event be entitled to interest on said payments, if reinstated, unless otherwise required by applicable law.

b. Liquidated Damages

It would be difficult, if not impossible, to assess actual damages or costs incurred by Prosper Portland for a Recipient's failure to comply with the Specifications. Therefore, for violations of these Specifications, Prosper Portland reserves the right to assess an amount of liquidated damages of up to \$150,000 based upon the seriousness of the violation, as determined by Prosper Portland. These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by a Recipient's failure to comply with the Specifications or that may otherwise be available to Prosper Portland under any other agreement with the Recipient.

c. Notification of Possible Debarment

Recipient's acknowledge that failure to comply with the Specifications may lead to the Recipient's disqualification from bidding on and receiving other Prosper Portland contracts for a minimum of two years and a maximum of three years based on the violation.

d. Other Remedies

The remedies that are noted above do not limit any other remedies available to Prosper Portland under the Contract, at law, or in equity in the event that the Recipient fails to meet the requirements of the Specifications.

5. REVIEW OF RECORDS

Prosper Portland shall be entitled to inspect and copy any books and records of any such Recipient related to its compliance or non-compliance with the Specifications within 7 days of the date when a Recipient receives a request under this provision. In the event that a Recipient fails to provide its books and records for inspection and copying when requested under this provision, such failure shall constitute a material breach of the Specifications and permit the imposition of any of the remedies set forth above. This provision does not limit any other audit or inspection rights Prosper Portland may have under the Contract.

6. CONTACTS

Compliance Team

Wendy Wilcox- (Business and Workforce Equity Compliance Coordinator)
wilcoxw@prosperportland.us | 503.823.3236

Ay Saechao – City of Portland Compliance Officer (Reporting Liaison)
Ay.Saechao@portlandoregon.gov | 503.823.1090

John Cardenas (Sr. Construction Business and Workforce Equity Project Manager)
cardenasj@prosperportland.us | 503-823-3253

Partnering Organizations

COBID-Certification Office for Business Inclusion and Diversity-
<https://oregon4biz.diversitysoftware.com/>

PBDG-Professional Business Development Group
<http://pbdgweb.com/>

NAMC-National Association of Minority Contractors of Oregon
<http://namc-oregon.org/>

Latino Built
<https://latinobuilt.org>

OAME-Oregon Association of Minority Entrepreneurs
<https://oame.org/>

CCRS Links

Contract Compliance Reporting System
<https://portlandoregon.diveristycompliance.com>

Changing a subcontractor
<https://portlandoregon.diversitycompliance.com/Help/Tutorial/TutorialView.asp?XID=5666&TFL= RequestingA>

Exhibit G: Workforce Hiring Program Specifications

Solicitation Number: **ITB #21-57**

Project Title: **Workforce Hiring Program Specifications**

In furtherance of Prosper Portland’s commitment to social and racial equity, the Prosper Portland Board of Commissioners adopted the *Construction Business and Workforce Equity Policy* on April 14, 2021 through Resolution No. 7411 (the “**CBWE Policy**”). The CBWE Policy establishes two different programs: (i) the Business Equity Program, and (ii) the Workforce Training and Hiring Program (“**WTHP**”). These specifications (these “**Specifications**”) relate to the WTHP, and identify specific requirements that contractors, developers, borrowers, grantees, purchasers, or other parties with whom Prosper Portland does business and to whom the WTHP applies (each a “**Recipient**”) must meet to comply with its contractual obligations. By attaching these Specifications to the contract, agreement, or instrument to which they are an exhibit (the “**Contract**”), the requirements of these Specifications are incorporated into the Contract.

The goal of the WTHP is for each Recipient’s project workforce to reflect workforce diversity in the city of Portland, and to ensure that Prosper Portland’s contracting dollars provide equitable opportunities to Portland’s diverse populations, including those who have been historically underrepresented in the construction trades.

1. PROGRAM APPLICABILITY

These Specifications apply to the construction project described in the Contract (the “**Project**”), but not to Soft Construction Costs (as defined in the CBWE Policy), except to the extent otherwise expressly stated in the Contract.³ Notwithstanding anything to the contrary in these Specifications, where a Recipient is not directly undertaking construction (e.g., a developer is instead contracting with a prime contractor to undertake construction), the Recipient must see to it that applicable requirements in these Specifications are passed through to its contractor and subcontractors, and ensure that any contractor / subcontractors comply with these Specifications and thereby enable Recipient to comply with these Specifications.

2. PROGRAM REQUIREMENTS AND GOALS

Recipients must do the following:

- Ensure that a minimum requirement of twenty percent (20%) of labor hours in each apprenticeable trade performed by any Recipient (or its prime contractor/subcontractor, as

³ Pursuant to the CBWE Policy, the WTHP applies in the following circumstances (this footnote is for informational purposes only; if these Specifications are attached to the Contract, or the Contract otherwise indicates the WTHP applies, the WTHP applies to the Project):

- A Prosper Portland-Owned Construction Contract consisting of construction work greater than \$300,000.
- A Prosper Portland-Sponsored Project consisting of construction, the WTHP will apply if the project receives \$300,000 or more of Prosper Portland Resources to support a project with a Hard Construction Cost greater than \$1,000,000.
- A sale of Prosper Portland real property to a private party with a purchase price greater than \$300,000 that is expected to involve Hard Construction Costs greater than \$300,000.
- A Prosper Portland-Intergovernmental Agreement consisting of construction work greater than \$300,000.

If the WTHP applies, it applies to the prime contractor and all subcontracts with values of \$100,000 or greater, but not to subcontracts with values of less than \$100,000. The WTHP does not apply to Personal Services Contracts, Flexible Services Contracts, and services contracts or agreements not involving construction work.

applicable), are filled by State Registered apprentices if working an excess of 300 hours or more on any trade; and

- Use active, good faith efforts towards achieving workforce goals of hiring thirty percent (30%) minority workers and fifteen percent (15%) women workers. This goal will be measured in aggregate by combining both apprentice hours and journey hours. Although goals are measured in aggregate, Prosper Portland staff may nonetheless collect this data in a disaggregated manner (e.g., collecting data about journey and apprentice performance separately) to help inform future policy development.
- Not intentionally divide subcontracts into smaller scopes to avoid any requirements of the WTHP.

3. STANDARDS OF COMPLIANCE

Recipients shall comply with the following requirements:

a. Initial Meeting

Recipient shall attend an initial kickoff meeting with Prosper Portland's Compliance Coordinator at the earliest possible opportunity.

Recipients shall bring the following to the initial meeting:

- Project description;
- Proposed project schedule; and,
- Scopes of work, if any, to be subcontracted on the project.

Purpose of initial meeting:

- Answer questions Recipient may have regarding the WTHP;
- Identify any barriers to compliance and provide assistance, if possible;
- Present the ongoing compliance reporting requirements in the City of Portland's LCP Tracker Reporting System; and
- Explain the ramifications of noncompliance with this guidance, including but not necessarily limited to liquidated damages, withholding of progress payments (if applicable), and debarment.

b. Subcontractor Workforce Plan

Any Recipient required to register as a training agent pursuant to Section 4(a), below, shall submit **Exhibit 2**, "Workforce Plan," prior to beginning work on the Project or within five (5) calendar days after the execution of an applicable subcontract, whichever occurs first. Work by any Recipient shall not begin prior to submission of such documentation. Failure to timely and properly enroll as a training agent prior to beginning work may subject a Recipient to liquidated damages.

4. APPRENTICESHIP REQUIREMENTS

a. Training Agent

Any Recipient (or their prime contractor and any subcontractor at any tier) that directly employs workers and has a subcontract of \$100,000 or more on a WTHP Project must be registered as a training agent with an Oregon Bureau of Labor and Industries (**BOLI**) approved training program. Registration as a training agent in a specific trade is not required if there are no training programs in that trade.

Any Recipient (or any prime contractor or subcontractor, as applicable) must submit proof to the Compliance Officer that they are registered Training Agents with BOLI prior to beginning any work on the Project. Failure to register as a training agent prior to beginning work may

subject a Recipient to liquidated damages.

- i. Only training programs approved by and registered with BOLI may be used to fulfill training requirements under WTHP.
- ii. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flag person, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts which are not apprenticeable occupations are exempt from training agent requirements.

b. Use of Apprentices

Any Recipient shall:

- i. Ensure that a minimum of twenty percent (20%) of labor hours in each apprenticeable trade performed on a Project are worked by state registered apprentices throughout the duration of such Project. Recipients shall fulfill the twenty percent (20%) apprenticeship hours requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program;
- ii. Pay all apprentices the wages required by any applicable collective bargaining contract or pursuant to state or federal law and regulations;
- iii. 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;
- iv. Notify the Compliance Officer when an apprentice is hired for this Project;
- v. Count apprentice hours as follows:
 - (1) Compile hours worked on the Project by apprentices enrolled in state-approved apprenticeship programs. If a Recipient is unable to fulfill its twenty percent (20%) requirement, then the Recipient may also use the methods below:
 - (a) Compile 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
 - (b) Compile 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.

c. Use Apprenticeship Programs for Referrals

Recipients must follow each of these steps in seeking apprentice referrals:

- i. Contact the appropriate apprenticeship program or dispatch center to request apprentices who are enrolled in the apprenticeship program;
- ii. Request female or minority apprentices from union or open shop apprenticeship programs if such an action will help remedy historical underutilization in the Recipient's (or its contractor's or subcontractors') workforce;
- iii. Keep a written record of any request for apprentices, including name of the contact person at apprenticeship program, phone, fax, e-mail, date, time, job location, start date, etc.; and
- iv. Make reasonable best efforts to recruit apprentice applicants from community organizations/recruitment resources, and seek to enroll them into an apprenticeship program, if the apprenticeship program is unable to supply an apprentice and if the program is open for applications or allows direct entry from community resources.

NOTE: Recipients may contact the Compliance Officer 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.

6. WORKFORCE DIVERSITY GOAL

Recipient shall make all active, good faith efforts consistent with applicable law to achieve workforce hiring goals of thirty percent (30%) minority and fifteen percent (15%) women workers, including apprenticeship and journey level hours, where applicable. See Exhibit 1 for a description of good faith recruitment efforts.

When hiring, requesting, recruiting, or replacing workers for a WTHP Project, any Recipient's active and good faith efforts to employ a diverse workforce shall include, without limitation:

- requesting minority and female applicants;
- making requests to unions, community-based organizations, apprenticeship programs, and other community resources, both union-affiliated and non-union-affiliated; and,
- making requests to community resources who assist contractors with recruitment and referral of workers.

Additional documentation will be requested by the Compliance Officer from any Recipient not meeting workforce diversity goals if it appears, in the sole discretion of Prosper Portland, that the Recipient has not made reasonable and necessary efforts to acquire an equitably diverse workforce. The Recipient shall provide any such requested documentation to the Compliance Officer within 7 calendar days.

Direct hiring of employees (such as "walk-ons") without providing notification of job opportunity may not constitute a reasonable effort.

7. PROJECT REPORTING

Any Recipient (and its contractors or subcontractors at any tier) that directly employs workers and has a subcontract of \$100,000 or more on the Project shall provide monthly employment reporting online via the City of Portland's LCP Tracker reporting system by the fifth day of each month.

The Compliance Officer and Compliance Coordinator will review the monthly reporting and share the status of the project to the Prosper Portland project team. The monthly reporting data from the Project will also be posted on Prosper Portland's website. Failure to submit timely monthly reporting could adversely affect the Project's ability to meet the program requirements and thus lead to Liquidated Damages as referenced in Section 7 below, or other consequences if applicable in the Contract. At the completion of the Project the Compliance Officer and Compliance Coordinator will provide a project closeout report documenting the overall compliance of the project.

The Compliance Officer's failure to object to the timeliness or completeness of documentation submitted by any Recipient shall not relieve them of the requirements of this section.

A copy of certified payroll reports may be requested by the Compliance Officer to verify information in any workforce compliance report provided by a Recipient. Such payroll reports shall be provided within seven days of the date when a Recipient receives the request for the payroll reports.

8. CONSEQUENCES OF NON-COMPLIANCE WITH WTHP

Prosper Portland's commitment to construction workforce equity is reflected, in part, by the cost of administering and promoting the WTHP and of Prosper Portland's initiatives to advance equity in the context of the construction industry. Failure of any Recipient to meet WTHP requirements deprives Prosper Portland of the benefits of these costs and efforts, and impairs Prosper Portland's attempts to promote workforce diversity and to provide equitable opportunities to the public. A Recipient's failure to meet the requirements of these Specifications, including but not limited to the timely submission of required documentation, constitutes a material breach of these Specifications and thus the Contract.

In the event of a material breach of these Specifications by any Recipient or an entity for whom a Recipient is responsible (e.g., a contractor or subcontractor performing work on the Project), in the sole discretion of Prosper Portland, Prosper Portland may take any or all the following actions (without limiting any other rights or remedies Prosper Portland may have under the Contract):

a. Withholding Progress Payments

If the Contract provides for progress payments, Prosper Portland may withhold all or part of any payments until the breach is remedied to Prosper Portland's reasonable satisfaction. If payments are so withheld, the Recipient shall in no event be entitled to interest on said payments, if reinstated, unless otherwise required by applicable law.

b. Liquidated Damages for Noncompliance with the Apprenticeship Requirements

It would be difficult, if not impossible, to assess actual damages or costs incurred by Prosper Portland for a Recipient's failure to comply with the Specifications. Therefore, if the Recipient fails to comply with the apprenticeship requirements of this program, the Recipient agrees to pay the sum of \$250 per day for each day of missed apprenticeship hours. These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by a Recipient's failure to comply with the Specifications or that may otherwise be available to Prosper Portland under any other agreement with the Recipient. For other violations of these Specifications not relating to missed apprenticeship hours, Prosper Portland reserves the right to assess an amount of liquidated damages of up to \$150,000 based upon the seriousness of the violation, as determined by Prosper Portland.

c. Notification of Possible Debarment

Recipient's acknowledge that failure to comply with the Specifications may lead to the Recipient's disqualification from bidding on and receiving other Prosper Portland contracts for a minimum of two years and a maximum of three years based on the violation.

d. Other Remedies

The remedies that are noted above do not limit any other remedies available to Prosper Portland under the Contract, at law, or in equity in the event that the Recipient fails to meet the requirements of the Specifications.

9. REVIEW OF RECORDS

Prosper Portland shall be entitled to inspect and copy any books and records of any such Recipient related to its compliance or non-compliance with the Specifications within 7 days of the date when a Recipient receives a request under this provision. In the event that a Recipient fails to provide its books and records for inspection and copying when requested under this provision, such failure shall constitute a material breach of the Specifications and permit the imposition of any of the remedies set forth above. This provision does not limit any other audit or inspection

rights Prosper Portland may have under the Contract.

10. CONTACTS

a. For any notices or questions regarding apprenticeships, please contact:

Bureau of Labor & Industries

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

b. For any notices or questions regarding Prosper Portland WTHP requirements, please contact either:

Ay Saechao

Compliance Officer

City of Portland/Outside Services, Purchasing
1120 S.W. Fifth Ave., Room 1000
Portland, OR 97204
(503) 823-1090 Ay.Saechao@portlandoregon.gov

Wendy Wilcox

Compliance Coordinator

Prosper Portland
220 NW 2nd Ave. Suite 200
Portland, OR 97209-3859
(503) 823-3236 wilcoxw@prosperportland.us

ATTACHMENTS:

- Exhibit 1: Recommended Recruitment & Retention Practices
- Exhibit 2: Workforce Plan
- Exhibit 3: Request for Apprentice form
- Exhibit 4: Recipient Checklist

EXHIBIT 1

Recommended Good Faith Recruitment & Retention Practices

A. Recruitment Efforts

Good faith recruitment efforts are intensive, active, sincere, and result-oriented actions taken, and best practices used, by a Recipient designed to accomplish WTHP and Equal Employment Opportunity Program objectives and requirements. Good faith recruitment efforts include, but are not limited to:

1. Working aggressively with the Recipient's Joint Apprenticeship Training Committee (**JATC**) to recruit minorities, women and disadvantaged individuals and documenting these efforts;
2. Requesting JATC ideas on how to increase employment of underutilized groups, and assist JATC in conducting a recruitment workshop with potential minority and women employees;
3. Supporting JATC by giving all apprentices referred to the Recipient by JATC a fair chance to perform successfully, allowing for possible lack of previous experience, and taking responsibility for providing on- the-job training, understanding that all apprentices should not be expected to have previous experience;
4. Participation in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades;
5. Allowing scheduled job site visits by participants in community programs, as safety allows, to increase awareness of job and training opportunities in the construction trades; and
6. Retaining job applications of those recruited but not selected for a job, in the event a relevant job becomes open.

B. Retention Efforts

Recipients shall attempt to retain minorities, women, and disadvantaged employees by implementing steps such as the following:

1. Maintaining a harassment-free work place;
2. Ensuring that employees are knowledgeable about company policies if they need to report a harassment issue;
3. Making reasonable best efforts to keep apprentices working and train them in all work processes described in the apprenticeship standards;
4. Reviewing and disseminating, at least annually, the obligations under the WTHP, as well as the Recipient's EEO policy, with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions;
5. Reviewing, at least annually, of all supervisors' adherence to and performance under the Recipient's EEO policies and affirmative action obligations;
6. Taking steps to reduce any negative isolation of, or hostile attitudes or behavior toward, minorities and women (e.g., have several minorities and women at the job site; provide access to support group system);
7. Providing adequate toilet facilities for women on the job site; and
8. Matching minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a journey-level mentor.

EXHIBIT 2
Workforce Plan

This form must be completed by any Recipient. Please state how you plan to perform the work on this project, indicating the number of journey workers and apprentices by trade. This workforce plan must demonstrate how your company will fulfill all Workforce Training & Hiring Program (WTHP) requirements, including utilization of apprentices. Refer to Exhibit 5 for apprenticeship ratio data. Complete all columns, with project-specific information.

Bid# _____ Contract Amount \$ _____ Project Name: _____

Company Name _____ Federal ID #: _____

Prime Contractor: _____ Subcontractor _____

List all Trades to be used on this Project	Total # of Journe	Total # of Apprentices	Total # of Female	Total # of Minorit	# and Level of New Positions	Anticipat ed Start Date	Estimated Total Hours (all workers

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

Name of Apprentice	Trade	Race	Gender	Date of Hire	STAFF USE

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

Person in your company who does hiring: _____

Company: _____ CCB# _____ Phone: _____
 Fax: _____

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

Are you a registered Training Agent? Yes No Are you a Union or 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: _____

(Print and sign)

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

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

EXHIBIT 3

Request for Apprentice

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

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

Fax Number : _____ Number of Pages: _____

Request From:

Company Name: _____ / _____

(Registered Training Agent)
(Contact Person)

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

Apprentice Request:

As a registered Training Agent, I am using this form to request referral of an apprentice for employment with my company in cooperation with the City Workforce Training & Hiring Program. I would like to continue to diversify my workforce. Therefore, please make special efforts to include ethnic minorities and women for my consideration, among other available candidates you believe are well-qualified. If I am unable to receive a referral from my apprenticeship program within a reasonable time, and my apprenticeship program is open for applications or allows direct entry, I may use this form to request a referral to the apprenticeship program from community recruitment resources.

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

Job Site Location: _____ Expected Length of Employment: _____

Project: _____ Compliance Agency (City of Portland) _____

Number of Apprentices: _____ Trade/Occupation: _____

Number of Apprentices: _____ Trade/Occupation: _____

Minimum qualifications (if different from apprenticeship standards): _____

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

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

To document your good faith efforts, copies may also be sent to: City Workforce Training & Hiring
1120 SW 5th Ave. Rm
750
Portland, OR
97204
Phone: (503) 823-
6850

FAX: (503) 823-
5539

(a) For Apprenticeship Program Only

Please check the appropriate box and fax to City Workforce Equity Program:
 I was able to dispatch an apprentice to the project listed above.
Name of Apprentice _____ Race _____ Gender _____ Term _____
 I was unable to dispatch an apprentice to the project listed above because _____
_____ Fax _____
this form with dispatch information to 823-5539. Thank you.

EXHIBIT 4

Workforce Training & Hiring Program Prime Contractor Checklist

The following Workforce Training & Hiring Program (WTHP) requirements are a summary of the key contractual obligations of Recipients. It is the Recipient's responsibility to read and fully understand this section of the bid specifications and to comply with all provisions of the program, regardless of whether they appear on this checklist. The City administers this program for the Prosper Portland.

CHECKLIST:

1. **Prime Contractor:**

- A. Submit Workforce Plan form (Exhibit 2) to Compliance Officer 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 Specifications. Incorporate the Specifications into applicable subcontracts.

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

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

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

- A. Before starting work on this project: Submit proof of registration as a Training Agent with the Bureau of Labor & Industry (BOLI), Apprenticeship & Training Division. Not a BOLI registered training agent? Contact BOLI at (971) 673-0760 or the City of Portland at (503) 823-6888 for information on how to become a BOLI registered training agent.
- B. Throughout the duration of the project:
 - 1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the prime and subcontractors of \$100,000 or more are worked by State-registered apprentices.
 - 2. Strive, actively and in good faith, to meet the applicable workforce diversity goals of employing people of color and women (including both journey level and apprentice workers).
 - 3. Make all active, good faith efforts to employ a workforce that reflects the diversity of the City of Portland, including recruitment of diverse workforce through the unions, apprenticeship programs and other community resources, as described herein.
 - 4. Maintain written documentation of all requests for workers from the unions, apprenticeship programs, and community organizations.
 - 5. When an apprentice is hired, notify the Compliance Officer, Ay Saechao at (503) 823-1090.

6. Submit WTHP reporting online via LCP Tracker by the 5th business day of the month.
7. Communicate with the Compliance Officer early and often regarding any issues with meeting the WTHP requirements.



**PROSPER
PORTLAND**
Building an Equitable Economy

RESOLUTION NO. 7448

RESOLUTION TITLE:

AUTHORIZING EXECUTION OF A CONTRACT WITH MCDONALD EXCAVATING, INC. TO PROVIDE TANNER CREEK SEWER MITIGATION SERVICES ON THE PROSPER PORTLAND-OWNED PROPERTY LOCATED AT 1632 NW NAITO PARKWAY IN THE RIVER DISTRICT TAX INCREMENT FINANCE DISTRICT


Adopted by the Prosper Portland Commission on May 11, 2022

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Gustavo J. Cruz, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner William Myers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Peter Platt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Sam Rodriguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Serena Stoudamire Wesley	<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 Prosper Portland Commission and as duly recorded in the official minutes of the meeting.

	<p>Date:</p> <p style="text-align: center;">May 13, 2022</p>
<p>Pam Feigenbutz, Recording Secretary</p>	