MULTNOMAH COUNTY HEALTH DEPARTMENT
HEADQUARTERS
PROJECT LABOR AGREEMENT

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MULTNOMAH COUNTY HEALTH DEPARTMENT HEADQUARTERS

PROJECT LABOR AGREEMENT

This Multnomah County Health Department Headquarters Project Labor Agreement (this “Agreement”) is entered into this [7th day of February, 2017] by and between Multnomah County, an Oregon political subdivision (the “Owner”); the construction manager/general contractor J.E. Dunn Construction Company, a Missouri corporation (the “Contractor”) on behalf of the Contractor and all subcontractors who become signatory to this Agreement by executing the Letter of Assent (Attachment “A”) (collectively, the “Employer” or “Employers”); the unions signatory to this Agreement (“Signatory Union(s)’’); equity stakeholders signatory to this Agreement (collectively, “Equity Stakeholders”); and the Portland Development Commission, in its capacity as an urban renewal agency acting under ORS Chapter 457 (“PDC”), to establish uniform standard working conditions and diverse community participation for the efficient performance of construction work on the Multnomah County Health Department Headquarters project (the “Project”) in Multnomah County, Oregon as procured by the Owner under the Owner’s solicitation number RFP #06/13-219.

REQUITALS:

A. The Owner’s predecessor, Home Forward, an Oregon public body corporate and politic (“Home Forward”) and the Contractor entered into AIA A102-2007 Standard Form of Agreement between Owner and Contractor, together with the A201 General Conditions of the Contract for Construction, dated July 16, 2013, for the Contractor’s provision of construction services and other services on the Project (the “Construction Contract”).

B. Beginning June 30, 2014, the Owner, Home Forward and the Contractor evaluated the estimated Project costs, which were substantially higher than 2012 estimates; the design and programming constraints on the Project site as then zoned; and alternate sites for County Health Department programs that could not be accommodated in the then-permitted building envelope on the Project site.

C. On January 23, 2015, Home Forward and the Owner entered into a Termination and Release Agreement pertaining to the IGA (the “Termination”), and an Assignment and Assumption of Architectural and Construction Agreements, under which Home Forward assigned and Multnomah County assumed the Owner’s rights and obligations under the Construction Contract, pursuant to the terms and conditions of the Termination.

D. Home Forward delivered written notice of the Assignment and Assumption of the Construction Contract to the Contractor on February 4, 2015.
E. On June 10, 2015, the Owner and the Contractor entered into Change Order #1, increasing the Contract Sum by $35,156.00 to complete additional pre-construction services identified by the Contractor in its proposal dated May 20, 2015, and identifying the Construction Contract as County Contract No. 4400001553. Change Order #1 was incorporated into a First Amendment to the County Contract dated June 10, 2015.

F. On December 22, 2015, the Owner and the Contractor entered into a Second Amendment to the Construction Contract to address and enable expansion of the Project’s program and design scope permitted by the zoning amendments and to update the proposed schedule and budget.

G. Pursuant to ORS 457.470(10)(e), PDC is obligated to provide direct economic benefits to the Owner from the River District Urban Renewal Area (“URA”). The Owner and PDC entered into that certain Intergovernmental Agreement, effective November 13, 2012, as subsequently amended and providing for PDC’s contribution of $36.5 million toward the Project’s construction cost.

H. The Owner, as a public owner, and PDC, as a public, urban development agency making a substantial financial contribution to the Project, recognize that each has a unique role in the construction industry to ensure that public dollars spent benefit the community that each serves and does not indirectly or passively perpetuate discrimination against or historical under-inclusion of minorities and women and low income people in the construction industry.

I. The Signatory Unions and the Contractor recognize that strikes, sympathy strikes, pickets, work stoppages, slowdowns, lock outs, or other labor disruptions on the Owner’s construction projects significantly hinder the ability of the Owner to achieve its institutional mission.

J. The Signatory Unions, the Contractor and Equity Stakeholders recognize that the Owner is entitled to retain and exercise full and exclusive authority for the management of its operations, and shall remain the sole judge in determining the competency and qualifications of all firms responding to its Invitations to Bid, including all prime contractors and subcontractors, with the corresponding right to hire or reject such potential contractors on its public works projects.

K. The Signatory Unions, the Contractor and Equity Stakeholders recognize that securing the contracting diversity and apprenticeship objectives of this Agreement should not impose undue administrative burdens on the Owner, or the Contractor and Subcontractors.

DEFINITIONS:

As used in this Agreement:

A. “Subcontractor” means a subcontractor who is signatory to this Agreement via the Letter of Assent (Attachment “A”) and is a subcontractor to the Contractor or a lower tier
subcontractor to a prime subcontractor. “Contractor and Subcontractor(s)” also are referred to as “Employer” and “Employer(s)” under this Agreement.

B. “Non-Referred Employee” is an individual who was not referred to the Project by a Signatory Union from its hiring hall, and who is employed by an Employer to perform work on the Project coming within the recognized jurisdiction of the Signatory Unions. The term “Non-Referred Employee” also includes certain other employees as described in this Agreement, including certain employees of Disadvantaged, Minority-Owned, Women-Owned, Service Disabled Veteran-Owned and Emerging Small Businesses certified in the State of Oregon (“DMWSDVESBs or Certified Firms”).

C. “Union Referred Employee” is an individual who is not a Non-Referred Employee, who is referred by a Signatory Union from its hiring hall, who is employed by an Employer on the Project, and who performs work coming within the recognized jurisdiction of the Signatory Unions.

D. “Equity Stakeholders” are the National Association of Minority Contractors – Oregon (“NAMC–Oregon”), the Oregon Association of Minority Entrepreneurs (“OAME”), and any other community organization, business, and/or individual who is identified by the Owner and Contractor as committed to the advancement of diversity on the Project and to remediation of the under-inclusion of racial and ethnic minorities and women in the construction industry and trades and, as a result of such commitment, invited by the Owner and Contractor to become an Equity Stakeholder for the Project.

ARTICLE I
Purpose

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

A. The public served by the Owner receives the fullest benefit of those public works construction projects undertaken by the Owner including economy and efficiency;

B. The Owner optimizes through its contracting processes diverse community participation inclusive of racial and ethnic minorities, and women in the Project;

C. The Owner receives the benefit of a highly skilled and well-trained workforce, and the development through apprentice programs of skilled labor based in the community, in the performance of the work on the Project;

D. The Project is performed without disruptions caused by labor unrest, including strikes, sympathy strikes, lock outs, picketing, work stoppages, slowdowns and similar job disruptions;

E. This Agreement is established as a fair and balanced approach with respect to the rights and obligations of union and open shop contractors and employees; signatory and non-signatory contractors to this Agreement; disadvantaged, minority, women, service
disabled veteran and emerging small business enterprises and employees; and the equity interests of the community in the Project.

1.2 Importance of Project Cooperation - The Owner, PDC, the Contractor, Subcontractors, Unions, and Equity Stakeholders signatory to this Agreement (hereinafter identified collectively as the “Parties”) acknowledge that the construction of the Project is important to the development of a new Multnomah County Health Department Headquarters, to replace the McCoy Building and to house specialty clinics, a pharmacy, and office space in a well-functioning, flexible building, suitable for delivery of County Health services in the 21st century, welcoming to clients, being an attractive and durable asset to the Old Town/Chinatown neighborhood, and complementary to the Bud Clark Commons. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management-community cooperation on matters of mutual concern, including productivity, quality of work, labor stability, safety and health.

1.3 Parties’ Roles - The Parties recognize that they play an integral and critical role in ensuring diverse participation on the Project, and in the development of skilled craft workers through the apprenticeship objectives of this Agreement, and commit to compliance with the objectives of this Agreement and the construction contract for the Project.

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

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

1.6 No Disruptions, Labor-Management Harmony - In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the Parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor and all Subcontractors of whatever tier, agree not to engage in any lockout, and the Signatory Unions agree not to engage in any strike, sympathy strike, picketing, work stoppage, slow-down, lock out or interruption or other disruption of or interference with the work covered by this Agreement.

1.7 Settlement of Issues - The Parties understand and agree that issues may arise that were not anticipated and that could cause unforeseen difficulties for the Owner, PDC, the Contractor, Subcontractors, Signatory Unions, employees and the community. All Parties agree to work cooperatively to resolve any such issues, including the option of amending this Agreement at any time if necessary. If an amendment to this Agreement is proposed before the Project is
completed, the amendment must be adopted by majority consent of all of the Parties to this Agreement (which majority must include the Owner and the Contractor).

**ARTICLE II**

**Scope of Agreement**

2.1 **Scope**

A. This Agreement shall apply only to that construction work on the Project coming within the recognized jurisdiction of the Signatory Unions, as more specifically described in the remainder of this Section 2.1. Where there is a conflict, the terms and conditions of this Agreement shall supersede and override the terms and conditions of any and all other national, area, or local collective bargaining agreements; except for all work performed under the NTD Articles of Agreement; the National Stack/Chimney Agreement; the National Cooling Tower Agreement; and all instrument calibration work and loop checking, which shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians; and the National Agreement of the International Union of Elevator Constructors; with the exception of Articles V, VI and VII of this Agreement, which shall apply to all such work. It is acknowledged and agreed that this is a self-contained, stand-alone Agreement and that, by virtue of becoming bound to this Agreement, neither the Contractor nor the Subcontractors will be obligated to sign any other local, area, or national agreement.

B. This Agreement shall cover and be applied only to that construction, rehabilitation, alteration, conversion, extension, painting, repair, improvement or other construction work performed at the Project site that is contracted by the Owner and/or Contractor/Subcontractors and is generally described as the “Multnomah County Health Department Headquarters Project.”

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

D. It is intended that the provisions of this Agreement shall apply to the Contractor and all Subcontractors at every tier, performing work on the Project, and that notice of the Contractor’s intent to incorporate this Agreement into each subcontract shall be included in the Contractor’s solicitation of subcontractor bids for work on the Project.

E. This Agreement shall only be binding on the Parties hereto, and shall not apply to the parents, affiliates or subsidiaries of the Parties, or to any other project.

2.2 **Exclusions** – Exclusions from all or some (as set forth below) provisions of this Agreement include the following types of work, material suppliers, categories of employers, trades and employees:
A. Construction work outside the scope of the construction contract for the Project.

B. Material suppliers retained by the Contractor or Subcontractors for the Project and off-site manufacture of materials, equipment and machinery.

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

D. Construction related personnel not directly performing placement of work, including but not limited to: executives, superintendents, supervisors, assistant supervisors, any employee classified as salaried General Foreman and above; technical employees including, but not limited to, architects, engineers, staff engineers, inspectors, quality control and quality assurance personnel; mail carriers, messengers and delivery couriers; clerks, timekeepers and office workers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees.

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

   a. Artists retained by the Owner during the course of the Project and their work that does not involve work defined under the Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rate scopes of work classifications.

   b. Furniture, fixture and equipment installers retained by the Owner for work to be performed after Signatory Employers have completed construction related work and/or after the contract substantial completion date.

   c. Employers and their employees directly controlled by the Owner, including construction and non-construction support services contracted by the Owner in connection with the Project separately from the Contractor, and the Owner’s “Owner’s Representative” for the Project.

   d. All employees of the design teams or other consultants of the Owner, the Contractor, or any Subcontractor for specialty testing, commissioning, design, and other professional services.

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

   f. Work by employees of a manufacturer or vendor necessary to maintain such manufacturer’s or vendor’s written warranty or guarantee, or the on-site supervision of such work.

   g. Employees engaged in maintenance on equipment and machinery and on-site supervision of such work.
h. Employees engaged in warranty functions and warranty work, and on-site supervision of such work.

i. Laboratories for specialty testing or inspections.

j. Construction work ancillary to the Project but contracted by others.

F. Certified Firms (DMWSDVESEBs) certified by the Certification Office for Business Inclusion & Diversity (COBID; formerly the Office of Minority, Women, and Emerging Small Business) that are awarded work on the Project shall execute the Letter of Assent (Attachment “A”) in accordance with Section 6.2 hereof, but Certified Firms and their employees performing work on the Project shall be exempt from compliance with certain obligations otherwise applicable to Subcontractors. These exemptions include, but shall not be limited to, all of the following protections and exclusions for Certified Firms and their employees:

a. Certified Firm employees shall not be required to join any union, including the Signatory Unions, and no contributions to unions, their benefit programs or trust funds shall be required by or on behalf of Certified Firm employees.

b. Certified Firm employees or employers shall not be required to pay representation fees, initiation fees, union dues, check-offs, fines or any other payments to union benefit programs or trust funds.

c. Union/non-union journeymen/apprentice hiring ratios in this Agreement shall not apply to Certified Firms, unless they are subject to the Owner’s Workforce Training & Hiring Program qualifying criteria (i.e., subcontracts of $100,000 or more).

d. Certified Firm employees have the option to participate in the grievance procedure offered under Article V of this Agreement by the Labor-Management-Community Oversight Committee as defined in Section 9.1 (the “Committee”).

G. Offsite fabrication at non-temporary facilities not established specifically for this Project and which have been used for fabrication of other projects within the past year.

H. All Project deliveries of materials that are not covered by Oregon’s prevailing wage statute, as determined by the Commissioner of BOLI, in accordance with ORS 279C.838 (3) and as defined in OAR 839-025-0004(32), -0035 (6) & (7). Truck drivers, parts runners and other delivery personnel working for contractors and subcontractors are generally not due the prevailing rate of wage for delivery to and from the Project site of work. However, if driving takes place on the Project site, or if these workers are engaged in performing other manual work at the Project site, the applicable prevailing wage rate must be paid to the workers for time spent on the Project site. For enforcement purposes, truck drivers performing delivery for a construction contractor or subcontractor must be paid prevailing wage if they perform 15 minutes or more of driving or other work at the Project site. OAR 839-025-0004(32); OAR 839-025-0035(7) Truck drivers performing delivery for a commercial supplier are not generally due prevailing wage for incidental work performed on the Project site. These workers are due prevailing wage only if they spend more than 20 percent of their time during a work week engaged in work on the Project site. OAR 839-025-0035(6)
I. Scopes of work as may be determined by the Owner as specialty work and may require pre-qualification or may be proprietary.

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

ARTICLE III
Exclusive Representation and Authority

3.1 Owner Authority - The Parties recognize that the Owner retains and shall exercise full and exclusive authority for the management of its operations and the Project. The Owner remains the sole judge in determining the competency and qualifications of all firms responding to its solicitations. The Owner has the absolute right to select any qualified bidder or proposer for the award of the prime contract on the Project provided that, such bidder or proposer shall be willing, ready, and able to execute and comply with this Agreement for the craft workers that it employs in all work classifications for the Project for the duration of the Project.

3.2 Pre-Job Conference - The Employer(s) at every tier performing work on the Project will endeavor to have a pre-job conference with the Signatory Unions representing the craft workers the Employer intends to employ on the Project. The conference shall address, but not be limited to, manpower, key employees work dates, work hours, Project rules, employee transportation to and from the Project site, safety, employee absenteeism, lunch and breaks.

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

3.4 Union Security - All employees who perform work within the properly determined craft jurisdiction of a Union and who are members of that Union on the effective date of this Agreement shall as a condition of their employment, maintain their membership in the Union as per the appropriate craft Master Labor Agreement.

ARTICLE IV
Dispute Resolution

4.1 Jurisdiction of Work – The assignment of work will be solely the responsibility of the Contractor or Subcontractor performing the work involved. Such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry.
(the “Plan”) and will generally be assigned on the basis of traditional craft jurisdictional lines, agreements of record, established trade agreements, prevailing area practices, and Composite Crews per Section 8.6 of this Agreement. During a dispute that involves jurisdiction of work, the Employer shall continue to determine crew sizes and retains all of its management rights.

4.2 Craft Jurisdiction Dispute Resolution – All questions, complaints, or disputes involving Union-Referred Employees and dealing with craft jurisdiction shall be referred to the business representative of the Signatory Union(s) involved in the jurisdictional dispute and to the Employer’s authorized representative, who shall then meet at a location acceptable to all involved parties and make their best efforts in good faith to resolve the dispute. If the disputing parties are unable to resolve the dispute, the parties mutually agree to mediate the dispute within ten (10) business days after the Signatory Union and Employer representative reach an impasse. Jurisdictional disputes that cannot be settled at the local level and through mediation shall be settled and adjusted according to the Plan. Any determination made pursuant to this provision shall be final, binding and conclusive on the Contractor and/or Subcontractor, and Signatory Union(s) to this Agreement as it relates to this Project only. Such a determination shall not establish a precedent on other project sites or for other projects.

4.3 No Disruptions during Disputes – Pending resolution of all jurisdictional disputes, all work shall continue without the occurrence of any strike, sympathy strike, picketing, work stoppage, slow-down, lock out or other labor disruption of any nature, and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

4.4 Non-Refered Employees – Non-referred Employees at their discretion, including employees of Certified Firms, need not be represented by a Signatory Union and shall have the option, but not the obligation, to resolve disputes in accordance with the procedures set forth in Section 5.4.

ARTICLE V
No Disruptions

5.1 No Disruptions – During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, bannering or other disruptive activity for any reason by any Signatory Union or their members, or by any employee, and there shall be no lock out by an Employer. The Signatory Union(s), the Contractor, and Subcontractors agree that they shall not sanction, aid or abet, incite, encourage or continue any such disruptive activity and shall undertake all reasonable means to prevent or terminate it. Signatory Unions shall not conduct activities that violate this Section 5.1. For purposes of this Agreement, “bannering” shall mean the posting of signs, banners or balloons on or adjacent to the Project site or any of the Owner’s other buildings, with the intent to threaten, coerce, or restrain the Owner, when the Owner is a secondary employer not directly involved in a primary labor dispute, if the object of the bannering is to cause the Owner to cease doing business with the primary employer. “Bannering” shall not include the posting of signs on the Project site or perimeter fences identifying the Owner, the Oregon Judicial Department, the Oregon Department of Administrative Services, the Contractor, Subcontractors, Signatory Unions or Equity
Stakeholders that are actively participating in the Project, which identification signs are specifically permitted.

5.2 No Employee Disruptions - No referred employees shall engage in activities which violate Section 5.1. Participation by an employee or group of employees in an act violating the foregoing provision will be cause for discharge or removal of the employee, or cancellation of contract by the Owner and/or the Contractor if such activity is supported by the Contractor and/or Subcontractor in violation of Section 5.1. If there is any strike, sympathy strike, work stoppage, slowdown, picketing, or other disruption in violation of this Agreement by any craft signatory, it is agreed that the other crafts shall be bound to ignore and shall not participate in such disruption and shall continue to staff the Project without interruption.

5.3 Dispute Resolution - The Parties agree to establish the Committee as set forth in Section 9.1, which will provide an option for the effective and binding settlement of labor misunderstandings, disputes or grievances that may arise between the Contractor, its Subcontractors at any tier level, the Signatory Unions, or their members. Thereby the Owner, the Employer(s) and the Signatory Unions are assured of complete continuity of operation without slowdown or interruption.

5.4 Grievance Procedure - The Contractor, Subcontractors, Signatory Unions, and the Employees, collectively and individually, acknowledge the importance to all Parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article. When a Signatory Union and Employer have a collective bargaining agreement, they may mutually agree to use the grievance procedure contained in said collective bargaining agreement.

Any question or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes and disputes involving Non-Refered Employees or Certified Firms) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward (or directly in the case of Certified Firm Non-Refered Employees), shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the Contractor or the involved Subcontractor stating the provision(s) alleged to have been violated. The business representative of the Signatory Union or the job steward and the work-site representative of the involved Subcontractor and the Contractor shall meet and endeavor to address the matter within three (3) working days after timely notice has been given. The representative of the Subcontractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Contractor) or directly to the Contractor’s work-site representative in a matter pertaining to a Certified Firm Non-Refered Employee at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail (or the Committee fails, in a grievance brought by a Certified Firm Non-Refered Employee) to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged
grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Signatory Union(s) or the Contractor or any Subcontractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. (a) If the grievance has not been settled under Step 1, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The involved Subcontractor or Contractor and the involved Signatory Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the involved Subcontractor or Contractor and the involved Signatory Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

The Contractor and the Owner shall be notified of all actions at Step 2 and shall, upon their request, be permitted to participate in all proceedings at these steps.

5.5 Court Relief – The Owner, Employers or Signatory Unions on this Project have the right to seek relief directly from the courts or other appropriate forum in the event there is a violation of this Article V.

ARTICLE VI
Subcontracting

6.1 Notice of this Agreement – Any Employer seeking to subcontract work to which this Agreement applies shall notify any potential subcontractor of the existence of the terms and conditions of this Agreement, of the Owner’s apprenticeship goals (Article X), workforce diversity goals (Article XI) and of the Owner’s aspirational goal for contracting with Certified Firms (Article XII).

6.2 Right to Select Qualified Bidders - The Owner, the Contractor and/or Subcontractor shall have the absolute right to select any qualified bidder or proposer and award contracts or subcontracts on the Project without reference to the existence or non-existence of any collective bargaining agreements between the prospective contractor or subcontractor and any Signatory Union, provided only that such prospective contractor or subcontractor is willing, ready, and able
to comply with this Agreement and to execute a Letter of Assent (in the form attached as Attachment "A") should such entity be awarded work covered by this Agreement. If prime-tier Subcontractors are not able to achieve the Project’s aspirational goals for Certified Firm participation by contracting with Signatory Subcontractors, then the prime-tier Subcontractors shall not be restricted or prohibited from contracting with lower-tier Certified Firms that are non-signatory (see Subsection 2.1A hereof).

6.3 **No Joint Liability** - It is understood that the liability of the Contractor, the liability of the separate Signatory Union(s), and the liability of Subcontractors shall be several and not joint. Each Signatory Union agrees that this Agreement does not have the effect of creating any joint employment status with the Owner, the Contractor and/or any Subcontractor.

**ARTICLE VII**  
**Hiring Procedures**

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

7.2 **Union Referred Employees** - The Employer shall request and the Signatory Union may refer applicants for the various journeymen and apprentice classifications as required by the Employer for this Project in accordance with this Agreement, or otherwise by mutual agreement of the Employer and Signatory Union.

7.3 **Referral Non-discrimination** - The Signatory Unions represent that their local unions administer and control their referrals in a nondiscriminatory manner and in full compliance with the Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination and the diversity provisions of this Agreement.

7.4 **Local Hiring** - It is the intent of the Parties to promote the use of locally available, skilled craft labor provided through the local hiring halls and in compliance with the local hiring provisions contained in this Agreement. The Project has an aspirational goal that 15% or more of the total Project hours will be worked by Multnomah County residents. The Contractor commits to make good faith efforts to achieve this aspirational goal. Employers will track and report worker hours in support of this aspirational goal. If the Contractor is unable to meet this objective, the Contractor shall document its good faith efforts to comply and shall also document the lack of available Multnomah County workforce numbers sufficient to achieve this objective.

7.5 **Core Employees** - Employers who do not have a collective bargaining relationship with the Signatory Unions on the Project, but are signatory to this Agreement via the Letter of Assent (Attachment “A”), may employ their own core employee craft workers. “Core Employees” in
this context only refers to the following craft workers: working foremen, journeymen, working owner-operators, and apprentices. The term Core Employees does not refer to employees otherwise excluded in Article II such as supervisory, management or non-working owners of non-signatory contractors.

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

B. For open shop, non-Certified Firms who are signatory to this Agreement, the limits on Core Employees shall be as follows: the first two workers may be Core Employees; the next two craft workers shall be union referrals. Thereafter, dispatch may alternate Core Employees and Union Referred Employees, on a one-for-one basis, with the Core Employee total number not to exceed 50% plus one worker of the Employer’s craft workforce, or otherwise by mutual agreement of the Employer and Union.

C. Employees shall be deemed Core Employees if they have been on the Employer’s payroll a minimum of 500 hours in the 6 months prior to the Project, and on the Employer’s active payroll a minimum of 60 days prior to start of work on the Project. Core Employees shall meet the minimum qualifications of the craft they are performing, and shall hold all required licenses and certifications for the work of their craft.

7.6 Employer-Signatory Union Negotiations - It is agreed and understood that those specific terms and conditions governing hiring and assignment of current union trade workers to supplement Core Employees proposed for the Project may be negotiated jointly by the Employer and the appropriate Signatory Union representatives, provided any such negotiations do not cause strikes, sympathy strikes, pickets, work stoppages, slowdowns, lock outs, or other labor disruptions.

7.7 Drug-free Workplace - It is agreed and understood by all Parties that a drug-free workplace is of the highest priority and the Owner and Employers retain their rights to comply with their established drug testing policies and practices.

ARTICLE VIII
Wage Rates, Fringe Benefits and Work Rules

8.1 Prevailing Wage Rates - The classification of employees and the payment by Employers of prevailing wages and fringe benefits by craft as determined by the applicable BOLI Prevailing Wage publication shall be as required by the Construction Contract for the Project.

8.2 Non-Union Employers who Hire Union Referred Employees - Employers who are not signatory to an agreement with a Signatory Union, but who hire a Union Referred Employee under this Agreement, shall accept the terms and conditions of the applicable master labor agreement, for those Union Referred Employees only. However, any non-union contractor or subcontractor and the non-union Employer, who hired the Union Referred Employee under this
Agreement for this Project, are not otherwise bound by any actions, determinations, terms and conditions of any Signatory Union agreements with respect to non-union employees.

8.3 Work Rules - The Contractor and Signatory Unions agree to establish work rules prior to commencement of work on the Project. Work rules shall comply with Oregon statutes and BOLI’s regulations, and all other applicable rules, regulations and laws. The Contractor and Signatory Unions further agree to establish specific Project work rules that satisfy the objectives of this Agreement.

8.4 Composite Crews of Craft Workers - The Signatory Unions, and each of them, recognize and agree that, in order for an Employer to be competitive and to ensure that craft workers are productively employed throughout their shifts on the Project, Employers may utilize craft workers as a composite crew on any task. In performing its work, the composite crew shall be allowed relaxation from strict craft jurisdiction provided the employees from each craft are assigned tasks within their craft’s jurisdiction as far as reasonably practical, so long as such work assignments have been mutually agreed upon between the respective crafts by way of a pre-job conference. Employers shall endeavor in good faith to assign craft workers such that the total number of hours worked by members of each craft is consistent with traditionally recognized craft jurisdictions. The Signatory Unions recognize and agree that on individual days the proportion of hours worked by each craft may be more or less than the traditional ratios. Employers agree that the use of employees from one union or craft to perform the work of another union or craft shall in no way constitute an assignment nor shall it in any way prejudice traditional jurisdiction.

ARTICLE IX

Labor-Management-Community Oversight Committee

9.1 Labor-Management-Community Committee Purpose and Objectives - In recognition of the necessity for cooperation and communication among all Parties to this Agreement in achieving the diversity goals of this Agreement, the prevention of disputes and misunderstandings and the implementation of this Agreement, the Parties agree to establish a Labor-Management-Community Oversight Committee (the “Committee”) and to hold periodic meetings to discuss and resolve issues and/or concerns which may arise during the life of the Project. The dates and times of these meetings will be determined by the Parties.

9.2. Membership – The Committee shall be comprised of an equal number from each group of Owner representatives, PDC representatives, Signatory Union representatives, Contractor representatives and Equity Stakeholder representatives from community based organizations with a strong record of accomplishment of serving racial and ethnic minorities, women and low-income people. The Owner, PDC, Signatory Unions (as a group), the Contractor, and Equity Stakeholders (as a group), shall each have an equal number of Committee members and votes; a minimum number of two and a maximum number of four Committee members and four votes for each group; even if only one member from a group is present. In the event of a tie vote on any matter decided by the Committee, the Owner representative shall cast a tie-breaker vote. A quorum for the Committee is when all groups of Parties are represented by at least one member (e.g., one Owner representative, one PDC representative, one Signatory Union representative,
one Contractor representative, and one Equity Stakeholder representative). No official business can be transacted without a quorum.

9.3 Compliance Monitoring – The Committee shall be responsible for monitoring the Contractor’s and Subcontractors’ compliance with the contracting, apprenticeship, workforce, and local hire goals and programs established in this Agreement. The Owner shall file a quarterly report on hiring ratios and on compliance of each Employer with this Agreement, for the Committee’s review and comment. The Committee shall examine the data regarding each craft’s use of Core Employees and may agree by majority vote to changes to the minimum number of hours an employee would have to be on an Employer’s payroll to be deemed a Core Employee. The Committee shall report to the Owner and PDC if ratios have not been achieved. The Committee may also waive by majority vote the definition of Core Employee based upon an Employer’s craft needs and past practice.

9.4 Arbitrator – The Committee shall have the authority to appoint and remove a Standing Arbitrator and an alternate (hereinafter identified collectively and individually as the “Arbitrator”) to decide any disputes involving the Contractor, Subcontractors, Signatory Unions, and Union-Referenced Employees arising under Articles X or XI of this Agreement. The Committee shall have the authority to establish its own rules and procedures, including which parties to a dispute shall pay the Arbitrator’s fees, and shall be the governing authority to interpret this Agreement. It shall have oversight authority to review the decisions of the Arbitrator in order to clarify such for the future guidance of the industry but not to overrule a particular decision of the Arbitrator. The Committee may respond to specific requests for interpretations from interested Parties.

9.5 Dispute Resolution – For all misunderstandings, disputes, or grievances arising out of Article V of this Agreement, the Committee shall follow the Dispute Resolution Procedures set forth in Article V, Sections 5.2 and 5.3. Nothing in this Agreement precludes the Owner from taking actions authorized or permitted by the Construction Contract executed between the Owner and the Contractor.

ARTICLE X

Community Apprenticeship Goals

10.1 Community Apprenticeship Hours Goal

A. The Parties recognize the need to maintain continuing support of programs designed to develop within the community adequate numbers of competent workers for the construction industry. Accordingly, the Owner requires that, on prime contracts greater than $200,000 and/or subcontracts greater than $100,000, the Employer shall employ state registered apprentices (that is, BOLI registered apprentices or federally registered apprentices) to meet an overall Project aggregate goal of twenty percent (20%) of all covered work hours on the Project.

B. Employers shall pay apprentices at the rate required by the applicable collective bargaining agreement or in accordance with the state or federal prevailing wage rate applicable to the Project. The apprentices must be enrolled in state-approved apprenticeship programs during all of the hours worked on the Project by the apprentices.
C. Employers shall not utilize workers previously employed at a journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of this provision, except that apprenticeship hours can be counted for up to one (1) year after the apprentice journeys out, so long as the worker is employed on the same project as when they completed their apprenticeship.

10.2 Owner’s Workforce Training & Hiring Specifications – The Multnomah County Commissioners have directed that all Departments maximize apprenticeship and employment opportunities for minorities, women and economically disadvantaged workers in the construction trades (County Ordinance No. 861, July 11, 1996 and PCRB Rule 60-0050 Workforce Requirements in Construction Contracts), which Workforce Training & Hiring Program Specifications and Requirements, as revised and updated December 4, 2015, are attached hereto as Attachment “B” and incorporated by reference into this Agreement (the “Owner’s WFTH Program”) with specific exceptions noted below in Subsection 10.4D and Section 11.2. The Owner’s WFTH Program goals include ensuring that: a) the Owner does business with contractors whose workforce reflects the diversity of the workforce found in Multnomah County, and b) the Owner’s contracting dollars provide fair and equal opportunities to the jurisdiction’s diverse population. Subcontractors are encouraged to fulfill the Owner’s WFTH Program requirements even if their contracts are less than $100,000.

10.3 Apprenticeship Diversity – The Parties agree to facilitate the entry of historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people, who are interested in careers in the construction industry. To that end, the Parties agree to set aspirational goals for the recruitment and retention of apprentices from historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income people. Employers shall maintain records of the diversity of their on-site workforce, such as the Monthly Employment Report (Exhibit 4 to Attachment “B”) and other reporting forms, sufficient to allow the Owner to determine whether the Project is meeting the aspirational goals and to assess the rates of apprenticeship hiring of racial and ethnic minorities, women, and low-income people.

10.4 Outreach, Training and Retention Strategies – All parties to this Agreement shall cooperate to develop a plan in conjunction with existing community groups to recruit and employ historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people, into a pool of pre-qualified applicants that may be made available for immediate employment on the Project as allowable under crafts apprenticeship standards. The Signatory Unions shall:

A. Engage in active recruitment of historically disadvantaged or underrepresented members, including racial and ethnic minorities, women, and low-income people and to refer to the Employer sufficient numbers of such members to assist in meeting required employment goals.

B. Develop specific strategies to ensure that apprentices recruited under this plan shall be fully trained and prepared to enter into the workforce as journey level skill workers in their
respective trades. These strategies shall include mentoring minority and women apprentices, removing barriers to entry into the apprenticeship programs where such barriers are not a bona fide occupational requirement, and providing financial assistance in purchasing the tools and supplies necessary to successfully complete an apprenticeship in the trades.

C. Prepare and file a quarterly report on recruiting, hiring and training of apprentices from each category of racial and ethnic minorities, women, and low-income people, together with a forecast for the following quarter’s hiring and training from each category, for the Committee’s review and comment.

D. For purposes of this Agreement, the requirements set forth in Section III.A.3 and in the last bullet point of Section III.C.3 of Owner’s WFTF Program shall be deleted, null and void.

10.5 Apprenticeship Retention

The following Apprentice Retention Plan shall be followed:

A. In the dispatch request to Signatory Unions or BOLI approved training programs (collectively, “Dispatcher”), Employer shall indicate the apprentice request is for the Multnomah County Health Department Headquarters project and reference this Agreement. Employers are encouraged to utilize a dispatch form or other written means and retain a file copy. If no apprentices are available Employer must obtain written confirmation and periodically re-check for availability.

B. After apprentice has started work on the Project, Employer shall provide feedback to Dispatcher as to performance of apprentice (both positive and negative feedback). It is also important that the direct supervisor indicate areas where apprentice is excelling and areas for needed improvement.

C. If apprentice is not meeting the expected needs of the Employer, direct supervisor shall inform Contractor, Dispatcher, and apprentice of needed areas for improvement. Employers should match expectation of apprentice performance with the stage of apprenticeship and their path to journey level worker.

D. Employer to take into consideration that one intent of this Agreement is to provide for training and development of apprentices in the building trades. Therefore, an Employer should provide a newly dispatched apprentice a minimum “mentoring” period of three working-days in an effort to teach and seek improvement in the apprentice’s needed areas of work development.

E. Following the above 3-day mentoring period, Employer shall inform Contractor and Dispatcher that apprentice has either improved and will be retained, or is not improving and will need to be replaced.
F. If apprentice is removed from employment, Employer shall debrief apprentice and Dispatcher of needed areas of improvement with the goal of providing the necessary feedback that allows Dispatcher and apprentice to continue worker's development of the skills on the path to journey level competency.

G. Employer's hiring supervisor shall inform Contractor if apprentice was relieved of duties and what follow up action is planned (request for new apprentice, etc.).

H. When possible, the Signatory Unions, Contractors and Subcontractors will work with BOLI recognized pre-apprenticeship programs that have a proven record of successful placement of underserved communities for placement into an apprenticeship program to help meet the aspirational goals of the Project.

ARTICLE XI

Community Workforce Goals

11.1 Community Workforce Diversity

A. All Parties signatory to this Agreement agree to facilitate the recruitment, retention and promotion of historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people, at the apprentice and journey-level who are interested in careers in the construction industry. To that end, the Parties agree to set aspirational goals for the recruitment and retention of apprentice and journey-level workers from historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income people.

B. All Parties signatory to this Agreement agree to comply with the Owner's WFTH Program which, as supplemented herein by Subsections 11.2 A & B, substantially complies with the aspirational workforce equity and training goals established by PDC's Equity Administrative Procedures, attached hereto as Attachment "D" and incorporated herein by reference.

11.2 Community Workforce Aspirational Goals - The following subsections of this Section 11.2 state aspirational goals for this Agreement. The Owner's WFTH Program requires that twenty percent (20%) of total Project hours be worked by apprentices. This Agreement supplements that twenty percent (20%) apprenticeship requirement with separate aspirational goals for participation by women and minority workers at both the apprentice and journey levels, as follows:

A. Apprentice Level - The aspirational goals for minority apprentice level workers shall be twenty percent (20%) of Project apprentice level hours or greater by trade. The aspirational goals for women apprentice level workers shall be twenty-five percent (25%) of Project apprentice level hours or greater by trade.

B. Journey Level – The aspirational goals for minority journey level workers shall be twenty percent (20%) of Project journey level hours or greater by trade. The aspirational
goals for women journey level workers shall be six percent (6%) of Project journey level hours.

C. These aspirational workforce diversity goals apply to the workforce of each contractor, that is, the Contractor and each Subcontractor who performs work on the Project, and are inclusive of Core Employees and the workforce of Certified Firms whether or not they have a collective bargaining relationship with the Signatory Union(s). These aspirational goals also apply to Subcontractors who are excluded from or non-signatory to this Agreement under Section 2.2.

11.3 Recordkeeping - One of the Owner’s key goals for this Agreement is collecting data on the recruitment and retention of apprentice and journey-level workers from historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income people. Employers shall maintain and provide records to Contractor on a monthly basis of the diversity of their on-site workforce, using the Monthly Employment Report (Exhibit 4 to Attachment “B” hereto), sufficient to allow the Owner to determine whether the Project is meeting these aspirational goals and to assess the rates of workforce participation by racial and ethnic minorities, women, and low-income people. Employers shall submit this information monthly in accordance with the Owner’s workforce reporting requirements that are included in the Owner’s WFTH Program (Attachment “B” hereto).

11.4 Recruitment and Retention Strategies – Employers and Signatory Union(s) shall make their best efforts to recruit and retain historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low income people by providing a detailed recruitment and retention strategy. A specific Project plan developed collaboratively between the Contractor, Signatory Union(s) and Subcontractors shall incorporate the following:

A. Employers and Signatory Union(s) shall work aggressively to recruit racial and ethnic minorities, women and low income people and to refer racial and ethnic minorities and women to Employers. Prior to the start of construction, the Contractor shall meet with the Signatory Union(s), and the Owner, for the purpose of reviewing this Agreement and the projection of the workforce needs over the course of construction of the Project.

B. Signatory Unions shall annually conduct workshops with minority and women employees to enlist their assistance as recruiters and solicit their ideas on how to increase employment of underutilized groups.

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

D. Employers and Signatory Union(s) shall participate in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades. The Employers and Signatory Union(s) shall participate at least semi-annually for the duration of the Project.
E. The Contractor shall allow scheduled job site visits by participants in community programs, in conformance with the Contractor’s Project safety plan and requirements, to increase awareness of job and training opportunities in the construction trades.

F. The Contractor and Subcontractors shall compile applications from qualified women and minorities for the duration of the Project, contact them when an opening occurs, keep applications of those who were qualified but not selected for an opening, and contact them when an opening occurs. The Signatory Union(s) shall work collaboratively with the Contractor and Subcontractors in the implementation of its own union referral process.

G. Employers shall maintain a harassment-free work place by cooperating with the Contractor to implement the Green Dot, etc. or similar Workplace Training Program, which is directed at preventing power-based personal violence and is described in Attachment “C.”

H. Employers shall ensure that employees are knowledgeable about the Employer’s policies if they need to report a harassment problem. Employers will provide a complete orientation to the job site to all workers, including procedures for reporting problems, and expected crew behaviors.

I. Employers shall be a BOLI recognized Training Agent and abide by the apprenticeship standards of the Joint Apprenticeship Training Committee (JATC) for the craft(s) from which they employ apprentices. Employers shall make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards. The Owner will review training plans, apprentice work progress reports and hiring/worker retention.

J. Employers will review and disseminate, at least annually, the Employer’s EEO policy and affirmative action obligations under this Agreement with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.

K. Employers and Signatory Union(s) shall regularly provide cultural competency training to all managers, supervisors and principals, and conduct a review, at least annually, of their adherence to and performance under the Employer’s EEO policies, affirmative action obligations, and cultural competencies.

L. Employers and Signatory Union(s) shall take steps to reduce feelings of isolation among racial and ethnic minorities and women by making every attempt to have several racial and ethnic minorities and women at the job site and by informing such workers about available support systems.

M. Employers shall provide adequate toilet facilities for women on the job site, by maintaining a clean, accessible and locked toilet for female craft employees, and by removing graffiti immediately to help create a respectful environment.
N. Employers and Signatory Union(s) shall team minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a late-term or journey-level mentor.

Employers and Signatory Union(s) shall maintain documentation of their good-faith compliance with the retention strategies set forth above and shall submit such documentation to the Owner and the Committee when requested, but not more frequently than quarterly.

11.5 Failure to Meet Community Workforce Aspirational Goals – Whenever there is a documented trend or failure to meet the community workforce aspirational goals, the Contractor, working collaboratively with its Subcontractors, the Signatory Union(s), the Committee, and the Equity Stakeholders, must develop additional specific outreach strategies and the Contractor must report its plan for achieving compliance to the Owner.

ARTICLE XII
Community Contracting Aspirational Goal for Overall Project

12.1 Community Aspirational Utilization Goal – The Parties recognize that, despite race- and gender-neutral efforts, there remains a significant under-utilization of Certified Firms in the construction industry. In order to remedy the remaining disparity, the Owner encourages the Contractor to achieve an aspirational utilization goal for Certified Firm participation on the overall Project. The community aspirational utilization goal is fifteen percent (15%) or greater of the subcontracted construction costs for the overall Project.

12.2 Contractor Established Goal – The Contractor has set an aspirational utilization goal of twenty percent (20%) of the subcontracted costs for the Project, which exceeds, but is consistent with the Owner’s existing policy and community aspirational utilization goal stated in Section 12.1. The Contractor will utilize firms that have been certified by the State of Oregon as Certified Firms. The Contractor shall develop a plan to achieve the goal and submit the plan to the Owner for approval. Signatory Union(s) shall cooperate in the Contractor’s efforts to achieve the goal.

12.3 The Contractor’s Plan for submission and approval to the Owner may include but is not limited to the following:

- Unbundling large bid packages to create the largest number of small business opportunities
- Requiring prime non-Certified Firm Subcontractors to subcontract a minimum of 20% of their work to lower tier Certified Firms
- Researching the local Certified Firm marketplace to determine areas with the highest Certified Firm availability to ensure maximum participation is achieved in those areas
- Customizing bid packages to ensure maximum participation of Certified Firms
- Direct solicitation of certain bid packages to only Certified Firms
• Providing technical assistance services during pre-award and post-award phases of the Project
• Offering Business Assessments to Certified Firms by a third party provider, at no charge to the Certified Firms
• Providing Mentoring opportunities and services to Certified Firms
• Identifying Certified Firms to mentor to become CM/GCs in their own right
• Providing one-on-one mentoring to additional Certified Firms technically and operationally
• Offering paid internships for college students, in particular women and students of color
• Providing scholarships to college students through existing community scholarship programs

ARTICLE XIII
Veterans’ Helmets to Hardhats

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

ARTICLE XIV
Reporting Requirements

14.1 Employers shall cooperate with the Owner with respect to its reporting requirements for financial and programmatic data resulting from the expenditure of Owner funds. During the life of the Project, Employers shall document information regarding the implementation of this Agreement and will provide reporting to the Owner in accordance with this Agreement.

ARTICLE XV
Compliance

15.1 Compliance with Owner’s WFTH Program - The Contractor and Subcontractors with contracts equal to or exceeding $200,000 or $100,000, respectively, on the Project must comply with the provisions in the Owner’s WFTH Program (Attachment “B” hereto).

15.2 Non-Compliance with Owner’s WFTH Program – In the event that the Contractor and/or Subcontractors fail to comply with the Owner’s WFTH Program, the Owner may assess liquidated damages in accordance with the Program. Failure to meet the requirements of the Owner’s WFTH Program, including but not limited to the submission of required documentation, constitutes a material breach of this Agreement. In the event of a breach of this section of this Agreement, the Owner may take any or all of the following actions:
A. **Withholding Progress Payments** - The Owner may withhold all or part of any progress payment or payments until the Contractor or Subcontractor has remedied the breach of this Agreement. In the event that progress payments are withheld, the Contractor shall not be entitled to interest on said payments. If a Subcontractor is responsible for noncompliance with the Owner’s WFTH Program requirements, the Owner may choose to withhold only the Subcontractor’s portion of the progress payment.

B. **Retain Sums as Liquidated Damages for Failure to Comply with Owner’s WFTH Program** - The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for the Contractor’s failure to comply with the Owner’s WFTH Program. The parties further agree that it is difficult, if not impossible, to determine the cost to the Owner when workforce opportunities are not provided.

Therefore, if the Contractor or a Subcontractor fails to comply with the apprentice workforce provisions of this Agreement, the Contractor agrees to pay up to the sum of $250 per day for each day of missed apprenticeship hours or until the breach is remedied or provides substantiation that no workers are available to fulfill the apprentice goals. Damages may be assessed for failure to meet the apprenticeship training requirements by the Contractor and each obligated Subcontractor in each trade employed. Damages will be calculated based on the training hours not provided to the Owner at a rate of $250 per day. For example, if the Employer was required to provide 200 hours of carpenter training (20% of 1,000 total carpenter hours), and the Employer only provided 150 training hours, then the difference (50 hours) is divided by 8 (one day of work) to determine the number of days of undelivered training. (50/8 = 6.25 x $250 = $1,562.50). [Final determination of the liquidated damages for failure to comply will be assessed by the Owner, which may also consult with the Labor-Management-Community Oversight Committee (Article IX) to consider all circumstances that may have contributed to noncompliance].

C. **Retain Sums as Liquidated Damages for Delay** - These damages are independent of any liquidated damages that may be assessed due to any delay in the Project caused by the Contractor’s failure to comply with the Owner’s WFTH Program. The Contractor agrees that any delay to the Project schedule as a result of the Contractor’s failure to comply with the Owner’s WFTH Program may subject the Contractor to liquidated damages specified elsewhere in the Construction Contract.

D. **Notification of Possible Debarment** - By executing this Agreement or the Letter of Assent, as the case may be, the Contractor and Subcontractors agree they have been notified that failure to comply with the requirements of this portion of this Agreement may lead to the Contractor’s or Subcontractor’s disqualification from bidding on and receiving other Owner contracts.

E. **Other Remedies** - The remedies that are noted above do not limit any other remedies available to the Owner in the event that the Contractor fails to meet the requirements of the Owner’s WFTH Program.
15.3 Review of Records

A. In the event that the Owner reasonably believes that a violation of the requirements of this Agreement has occurred, the Owner is entitled to review the books and records of the violating Employer(s) on the Project to whom the requirements of this section are applicable to determine whether such a violation has or has not occurred.

B. In the event that the Employer fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this Agreement and permit the imposition of any of the remedies listed above in Section 15.2, including the withholding of all or part of any progress payment.

ARTICLE XVI
Severability; Changes

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

16.2 Changes - Changes to this Agreement may be made at any time, but only by the mutual, written consent of the Parties in accordance with the provisions of Section 1.7 hereof.

ARTICLE XVII
Duration and Parties to this Agreement

17.1 Term of this Agreement – The term of this Agreement shall begin on its effective date and continue in effect for the duration of the Project.

17.2 Parties to this Agreement

A. The Parties to this Agreement are the Owner, PDC, the Signatory Union(s), the Contractor and the Equity Stakeholders. Subcontractors who subsequently become signatory to this Agreement by signing a Letter of Assent, in the form attached hereto as Attachment “A” and made a part hereof, shall be bound to this Agreement according to its applicable terms.

B. It is agreed that the liability of the Employer(s) and the individual Signatory Union(s) and/or the entities that become signatory to this Agreement shall be several and not joint.
C. This Agreement becomes effective upon the signing of this Agreement by the Owner, PDC, the Contractor, the Signatory Union(s) and the Equity Stakeholders, and only for this Project.

Owner:
Multnomah County,
an Oregon political subdivision
By: [Signature]
Name: DEBORAH KARFOY
Title: CHAIR

Contractor:
J.E. Dunn Construction Company,
a Missouri corporation
By: [Signature]
Name: Dan Stoffle
Title: VICE PRESIDENT

Equity Stakeholders:
National Association of Minority Contractors – Oregon,
By: [Signature]
Name: Nate McIvor
Title: 2-16-17

Oregon Association of Minority Entrepreneurs,
By: [Signature]
Name: Samuel Brooks
Title: CEO

PDC:
Portland Development Commission, an urban renewal agency acting under ORS Chapter 457
By: [Signature]
Name: Kimberly Bresenham
Title: Executive Director

Signatory Unions:
Heat and Frost Insulators Local 36
By: [Signature]
Name: Wait Caudle
Title: Business Manager

Boilermakers Local 184 242
By: [Signature]
Name: Steve B. Burger
Title: CHAIRMAN

Bricklayers and Allied Craftworkers Local #1 Oregon
By: [Signature]
Name: Matt Belzic
Title: President

Cement Masons Local 555
By: [Signature]
Name: Geoffrey L. Kessak
Title: Business Manager

IBEW Electricians Local 48
By: [Signature]
Name: Gary Young
Title: Business Manager

25
### Signatory Union(s) (continued)

#### Elevator Constructors Local 23

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<thead>
<tr>
<th>By:</th>
<th>Name: Regan Connolly</th>
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#### Glass Workers Local 740 (IUPAT DC5)

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<th>Name: Costante Cerreta</th>
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#### Iron Workers Local 29

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<tr>
<th>By:</th>
<th>Name: Shane McCullers</th>
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#### Laborers Local 737

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<th>Name: Jack Culver</th>
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#### Linoleum Layers Local 1236 (Floor Coverers IUPAT DC5)

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#### Operating Engineers Local 701

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<th>By:</th>
<th>Name: Jim Anderson</th>
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#### Plasterers Local 82

<table>
<thead>
<tr>
<th>By:</th>
<th>Name: Calvin J. McKinney</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Title: BM/Fin Sec</td>
</tr>
</tbody>
</table>
Signatory Union(s) (continued)

Sheet Metal Workers Local 16 (SMART)
By: 
Name: Charles H. Johnson, Jr.  
Title: Business Manager

Pacific Northwest Regional Council of Carpenters
By: 
Name: Robert E. Robbins  
Title: Regional Manager

Painters Local 10 (IUPAT DC5)
By: 
Name: Cyril A. Cawthra  
Title: Field Representative

Roofers Local 49
By: 
Name: Russ Carpenter  
Title: Business Manager

Sprinklerfitters Local 669
By: 
Name: Stan E. Pardy  
Title: Business Agent

Teamsters Joint Council LOCAL 162
By: 
Name: Bill Elzie  
Title: Business Agent
MULTNOMAH COUNTY HEALTH DEPARTMENT HEADQUARTERS
PROJECT LABOR AGREEMENT
Attachment “A”
Letter of Assent

The undersigned, as subcontractor (“Subcontractor”) contracted to perform construction work as part of the Multnomah County Health Department Headquarters (the “Project”), for and in consideration of the award of a contract to perform work on the Project, and in full consideration of the mutual promises made in this Agreement, a copy of which is attached hereto and by this reference incorporated herein:

1. On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of this Agreement, together with any and all amendments and supplements now existing or which are later made thereto and understands that any act of non-compliance with all such terms and conditions, including evidence of non-compliance may subject the non-complying Subcontractor or Subcontractor’s employee(s) to being prohibited from entering the Project site until and unless full compliance is obtained.

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

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

Dated: ____________________

Subcontractor:

__________________________________________

a ________________________________

By: ________________________________

Name: ________________________________

Title: ________________________________
MULTNOMAH COUNTY HEALTH DEPARTMENT HEADQUARTERS
PROJECT LABOR AGREEMENT
Attachment "B"

Owner's Workforce Training and Hiring Program
Specifications and Requirements

[to be attached]
WORKFORCE TRAINING & HIRING PROGRAM SPECIFICATIONS

CONTRACTOR CHECKLIST

This program applies to prime contracts of $200,000 or more and subcontracts of $100,000 or more.

The following Workforce Training & Hiring Requirements (Workforce Specifications) are a summary of the key contractual obligations of contractors working on Multnomah County funded public works projects. It is the Contractor’s responsibility to read and fully understand this section of the Bid Documents and to comply with all provisions of the program, regardless of whether they appear on this checklist. If you have questions, consult Workforce Training & Hiring Requirements or call Andre Baugh, Group AGB, Ltd. at (503) 736-2565.

1. Prime Contractor: with contract of $200,000 or more
   - Submit Projected Hiring Needs form (Exhibit 2) to Owner within 15 calendar days after bid opening or prior to contract award.
   - Ensure compliance by all Subcontractors with subcontracts of $100,000 or more, and provide them with a copy of the Workforce Hiring & Training Program Specifications.

2. Subcontractors: at all tiers, with contracts of $100,000
   - Submit Projected Hiring Needs form (Exhibit 2) to Andre Baugh, Group AGB, Ltd at ANDRE@GROUPAGB.COM prior to beginning work on the project or within 5 days of signing subcontracts, whichever occurs first.
   - Submit Training Exemption Form to the Multnomah County Project Manager (via the general contractor) prior to beginning work on the project for any exemptions sought.

3. Prime and all Subcontractors: with contracts of $100,000 or more
   - **Before starting work on this project:** Submit proof of registration as a Training Agent with the Bureau of Labor & Industry, Apprenticeship & Training Division (ATD) in each trade employed. For assistance, contact Andre Baugh, Group AGB, Ltd. at (503) 736-2565 or BOLI ATD (971) 673-0760.
   - **Throughout the duration of the project:** Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the Prime and Subcontractors of $100,000 or more are worked by state-registered apprentices.
   - **Throughout the duration of the project:** Make all reasonable and necessary efforts to employ a workforce that reflects the diversity of Multnomah County, including recruitment of a diverse workforce through the unions, the apprenticeship programs and other community resources, as described in this section of the specifications.
   - **Throughout the duration of the project:** Maintain written documentation of all requests for workers from the unions, apprenticeship programs, and community organizations.
When an apprentice is hired: Submit EXHIBIT 3 REQUEST FOR APPRENTICE: to the Multnomah County Project Manager and Andre’ Baugh, Group AGB, Ltd. at andre@groupagb.com (503) 736-2565.

By the 5th of each month: Submit Monthly Employment Report (MER) (Exhibit 4) to the Multnomah County Project Manager and Andre’ Baugh, Group AGB, Ltd. at andre@groupagb.com (503) 736-2565.

By the 5th of each month: Submit FORM 3: SUBCONTRACTOR PAYMENT & UTILIZATION FORM (MUR) to the Multnomah County Project Manager and Andre’ Baugh, Group AGB, Ltd. at andre@groupagb.com (503) 736-2565
WORKFORCE TRAINING AND HIRING PROGRAM REQUIREMENTS

I. PURPOSE OF WORKFORCE SPECIFICATIONS

A. General Program Description

Multnomah County Commissioners have directed that all Departments maximize apprenticeship and employment opportunities for minorities, women and economically disadvantaged workers in the construction trades (County Ordinance No. 861, July 11, 1996). Their goals include a) ensuring that the County does business with contractors whose workforce reflects the diversity of the workforce found in Multnomah County, and b) that their contracting dollars provide fair and equal opportunities to the jurisdiction’s diverse population.

The County Workforce Program applies to all Prime or CM/GC Contracts of $200,000 or more and to each subcontractor having a subcontract of $100,000 or more on the project. The Contractor and all subcontractors are encouraged to fulfill the program requirements even if their contracts are less than these amounts. For the purposes of applying the Workforce Training & Hiring Program to sub-contractors, a $100,000.00 sub-contract threshold shall apply. All sub-contracts awarded to an individual Subcontractor will be aggregated to determine if the $100,000.00 thresholds met.

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

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

For purposes of the Workforce Specifications, the following definitions shall apply:

1. **Contract** shall mean the contract awarded as a result of these bid documents.

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

3. **Minorities** shall include members without regard to gender who are African-Americans, Hispanic Americans, Asians or Pacific Islanders, Native Americans or Alaskan Native Americans.

4. **Owner** shall mean the government agency that awarded the contract, or leveraged public involvement in project.

5. **Project** shall include all work performed pursuant to the contract.

B. Organization of Program Requirements

The Workforce Specifications are divided into several parts.

1. **Section II** refers to the action that bidders must take in order to be eligible for award of contract.
II. ACTION REQUIRED OF ALL BIDDERS

All bidders shall thoroughly read the Workforce Specifications and commit to perform all requirements described herein. The apparent low bidder shall submit Exhibit 2, Projected Hiring Needs within fifteen calendar days after bid opening or prior to award of the contract. The Exhibit shall provide complete information. The Projected Hiring Needs must demonstrate how the workforce on this project will fulfill all program requirements, including utilization of apprentices.

In the event that the apparent low bid is non-responsive, the next lowest bidder considered for contract award shall submit Exhibit 2 within fifteen days after bid opening or within two days of notification by the Owner, whichever occurs last.

III. ACTIONS NECESSARY TO SATISFY CONTRACT REQUIREMENTS

A. Make Reasonable Efforts to Have Diverse Workforce

A Contractor must make all necessary and reasonable efforts to have a workforce that reflects the diversity of Multnomah County and is reasonably consistent with the availability of qualified women and minorities.

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

1. The Contractor shall submit the County's EEO certification form prior to contracting;

2. Provide written documentation of its good faith recruitment efforts. If the Contractor is unable to verify that it employs a diverse workforce based on the standards described in the paragraph above, then the Contractor must follow the process for recruiting apprentices and journey workers described in Sections IIIF and IIIG of the Workforce Specification. This process is considered by the Owner to be the minimum effort to recruit a diverse workforce.

NOTE: A Contractor may wish to consider utilizing the Recommended Good Faith Recruitment & Retention Practices, attached as Exhibit 5.

3. The failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall not excuse the Contractor's obligations under this section of the bid documents.

Deleted per PLA Article 10.4.D.
B. Ensure Compliance by Certain Subcontractors

1. The Contractor shall ensure that each subcontractor having a subcontract of $100,000 or more, at all tiers shall comply with all of the provisions of the Workforce Specifications. Contractors and subcontractors shall include in their bid all costs associated with this requirement. No change order will be executed in order for the Contractor or its subcontractors to comply with this section.

2. The Contractor shall provide a copy of the Workforce Specifications to all subcontractors (regardless of tier level) anticipated to be awarded contracts of $100,000 or more for the Project.

C. Register as a Training Agent

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

1. Only training programs approved by and registered with BOLI may be used to fulfill training requirements under the Workforce Specifications.

2. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flagger, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts, which are not apprenticeable occupations, such as truck driving, are exempt from the training requirements.

3. Exemptions to the training requirements must be approved by the Owner in writing prior to starting work on the Project. Exemption requests should be made by submitting a completed Multnomah County Training Exemption Form to the Multnomah County Project Manager (via the general contractor). Written requests for exemptions related to the training requirements will be considered by the Owner during the course of the Project, only for extreme circumstances, and must also be approved in writing. All requests to exempt all or any portion of the work on a Project shall be submitted to the Owner fourteen days before any work on the Project begins. Requests for exemptions will be evaluated and approved or denied by the County Workforce Program Coordinator for the Project. Exemption requests are typically only granted if one or more of the following circumstances are met:

- Inability to meet a trade classification apprenticeship ratio.
- Less than 500 total classification hours.
- Trade work which may be classified as specialty, i.e., computer installation.
- *No apprenticeship approved program for trade classification.
Multnomah County Oregon

Project Title:
Bid Number:

Must be accompanied by a letter from BOLI confirming that the trades contractor specified on company certified payroll have no apprenticeship approved program for trade classification.

Deleted per PLA Article 10.4.D.

D. Submit Documentation

The Contractor shall submit documentation regarding the following subjects to the Owner. The Owner’s failure to request the following documentation shall not relieve the Contractor or its subcontractors of the requirements of this section.

1. Training Agent Status: The Contractor and all required subcontractors must submit proof to Andre Baugh, Group AGB, Ltd. and the Mult. Co. Project Manager that they are registered training agents with BOLI prior to beginning any work on the Project.

2. Subcontractor Workforce Information: Exhibit 2, Projected Hiring Needs, must also be submitted for each subcontractor required to register as a training agent prior to the subcontractor beginning work on the Project or within five calendar days after the execution of the applicable subcontract, whichever occurs first. Work by a subcontractor shall not begin prior to submission of such documentation.

3. Contractor and Subcontractor Reports After Work Begins: The Monthly Employment Report (Exhibit 4) must be submitted by the Contractor and any subcontractor having a subcontract of $100,000 or more to Andre Baugh, Group AGB, Ltd. by the 5th day of each month, with a copy to the Owner’s project manager. The Contractor shall follow the submittal instructions on the report form. All hours subject to prevailing wage rates on public projects, in addition to supervisors, foremen, and superintendents, shall be reported on Exhibit 4.

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

E. Use of Apprentices

See PLA Article 11.2 for supplemental apprentice goals.

The Contractor shall:

1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed on the project by the Contractor, and subcontractors with subcontracts of $100,000 or more, are worked by state registered apprentices throughout the duration of the project. The Contractor and subcontractors shall fulfill the 20% apprenticeship hour’s requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program.

2. Pay all apprentices the wages required by any applicable collective bargaining contract or pursuant to state or federal law and regulations.
3. Not use workers previously employed at journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of these provisions.

4. Provide documentation to Andre Baugh, Group AGB, Ltd of the apprenticeship status for all apprentices employed on the project (e.g. apprentice dispatch slips or other documentation from the applicable Joint Apprenticeship Training Committee).

5. Count apprentice hours as follows:

   a. Hours worked on the project by apprentices enrolled in state-approved apprenticeship programs. Class room training hours worked 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. If the Contractor or any of its subcontractors are unable to fulfill its 20% requirement, then the affected party may also use method (b.) below;

   b. Hours worked on the project by graduates of state-registered apprenticeship programs, provided that such hours are worked within the 12-month period following the apprentice’s completion date.

F. Use Apprenticeship Programs for Referrals

A Contractor or subcontractor(s) that does not employ a workforce that reflects the diversity of Multnomah County must follow all of these steps in seeking apprentice referrals:

1. Contact the appropriate apprenticeship program or dispatch center to request apprentices who are enrolled in the apprenticeship program; and

2. Request female or minority apprentices from the union or open shop apprenticeship program if such an action will remedy historical underutilization in the Contractor’s or subcontractor’s workforce; and

3. Keep a written record of the request for apprentices, including name of contact person at apprenticeship program, phone, fax, date, time, job location, start date, etc.; and

4. Make reasonable and necessary efforts to recruit apprentice applicants from community organizations/recruitment resources, and seek to enroll them into an apprenticeship program, if the apprenticeship program is unable to supply an apprentice (or if no women or minorities are available to meet Contractor/subcontractor diversity needs), and if the program is open for applications or allows direct entry from community resources.

NOTE: Contractors and subcontractors may contact the Workforce Program Coordinator for assistance regarding the apprentice referral process, or may utilize Exhibit 3, Request For Apprentice form, to document their efforts. A list of
community organizations/recruitment resources is also available. Instructions are on the last page of the Workforce Specifications.
G. Utilize Unions and Community Organizations When Recruiting For Positions on this Project

When hiring, requesting, recruiting, or replacing workers for this project, the Contractor or subcontractor(s) whose workforce does not reflect the diversity of Multnomah County shall:

1. Make reasonable and necessary efforts to employ a diverse workforce, especially to correct any potential EEO certification problems. Such actions should include requests for minority and female applicants. Contractors and subcontractors are notified that direct hiring of employees (such as “walk-ons”) without providing notification of that job opportunity, in accordance with paragraph G.2. below, may not constitute a reasonable effort.

2. Document its employment efforts. Documentation should be sufficient to establish the Contractor's/subcontractor's efforts, and should include:
   a. Requests to union halls for signatory contractors;
   b. Requests to union or open shop apprenticeship programs; and
   c. Requests to community resources who assist contractors with recruitment and referral of workers.

Documentation will be requested by the Owner from Contractors and subcontractors that are not EEO certified if it appears that the Contractor or subcontractor(s) has not made reasonable and necessary efforts to acquire a diverse workforce. When requested, the Contractor or subcontractor(s) shall provide the documentation to the Workforce Program Coordinator within seven calendar days.

IV. CONSEQUENCES OF NONCOMPLIANCE WITH WORKFORCE REQUIREMENTS

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

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

A. Withholding Progress Payments

The Owner may withhold all or part of any progress payment or payments until the Contractor has remedied the breach of contract. In the event that progress payments are withheld, the contractor shall not be entitled to interest on said payments.
If a subcontractor(s) is responsible for noncompliance with the Workforce Program requirements, the Owner may choose to withhold only their portion of the progress payment.

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

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

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

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

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

C. Retain Sums as Liquidated Damages for Delay

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

D. Notification of Possible Debarment

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

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

V. REVIEW OF RECORDS

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

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

VI. ATTACHMENTS

Exhibit 1: Recommended Good Faith Recruitment & Retention Practices
Exhibit 2: Projected Hiring Needs (form)
Exhibit 3: Request For Apprentice (form)
Exhibit 4: Monthly Employment Report (form)
Exhibit 5: Apprenticeship Ratio Data (form)
Community Organizations/Recruitment Resources
A list of community resources that assist with construction recruitment is available upon request by calling the Workforce Program at (503) 988-5111.

For Questions Regarding Apprenticeship:
Bureau of Labor & Industries (BOLI)
Apprenticeship & Training Division
800 N.E. Oregon Street, Room 32
Portland, OR 97232
(971) 673-0760

For Questions Regarding the Submission of Paperwork on this Project Contact:

Multnomah County Project Manager or
Andre Baugh
Group AGB, Ltd.
(503) 736-2565
ANDRE@GROUPAGB.COM

For Questions Regarding County Workforce Training and Hiring Program:

Debra Lindsay
Multnomah County Purchasing
501 SE Hawthorne Blvd., Suite 125
Portland, OR 972141
(503) 988-7551
Fax: (503) 988-3252
EXHIBIT 1

RECOMMENDED GOOD FAITH RECRUITMENT & RETENTION PRACTICES

1. RECRUITMENT EFFORTS

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

A. Work aggressively with Contractor’s or subcontractor’s Joint Apprenticeship Training Committee (JATC) to recruit minorities, women and disadvantaged individuals. Provide evidence of these efforts.

B. Assist the JATC by conducting a workshop with minority and women employees to enlist their assistance as recruiters and request their ideas on how to increase employment of underutilized groups.

C. Support the efforts of the Contractor’s or subcontractor’s JATC by giving all apprentices referred to the Contractor/subcontractor a fair chance to perform successfully, allowing for possible lack of previous experience. Recognize that the Contractor is responsible for providing on-the-job training, and that all apprentices should not be expected to have previous experience.

D. Participate in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades.

E. Allow scheduled job site visits by participants in community programs, as safety allows, increasing awareness of job and training opportunities in the construction trades.

F. Keep applications of those not selected for an opening. Contact when opening occurs.
2. Retention Efforts

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

A. Maintain a harassment-free work place.

B. Ensure that employees are knowledgeable about the company’s policies if they need to report a harassment problem.

C. Make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards.

D. Review and disseminate, at least annually, the company’s EEO policy and affirmative action obligations under the Bid Documents with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.

E. Conduct a review, at least annually, of all supervisors’ adherence to and performance under the Contractor’s EEO policies and affirmative action obligations.

F. Take steps to reduce feelings of isolation among minorities and women to curb hostile attitudes and behavior (e.g., have several minorities and women at the job site, provide access to support group system).

G. Provide adequate toilet facilities for women on the job site.

H. Match minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a journey-level mentor.
EXHIBIT 2
PROJECTED HIRING NEEDS

The Contractor and each subcontractor with a subcontract of $100,000 or more must complete thoroughly.

State how you plan to perform 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 Specification requirements, including utilization of apprentices. Complete all columns, with project-specific information.

Contract Scope (Work to be performed):

<table>
<thead>
<tr>
<th>Trade</th>
<th>Total # Journey Workers</th>
<th>Total # Apprentices</th>
<th>Total # New Positions (Journey or Apprentice)</th>
<th>Forecast Start Date</th>
<th>Estimated Total Hours (all workers in each trade)</th>
</tr>
</thead>
</table>

Federal ID#: __________________________ Contract Value: __________________________

PROJECT NAME: __________________________

B/D#: __________________________

☐ Contractor ☐ Subcontractor

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

<table>
<thead>
<tr>
<th>Name of Apprentice</th>
<th>Trade</th>
<th>Race</th>
<th>Gender</th>
<th>Date of Hire</th>
<th>Staff use only (Initial: Approved, Notified, Jobs)</th>
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If no current apprentices, indicate when and how they will be hired.

COMPANY NAME: __________________________ CCB NUMBER: __________________________

Person who Hires: __________________________ Phone: __________________________ Fax: __________________________

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

With which JATC 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: __________________________

Signature: __________________________

Prime Contractor: Complete and submit to Owner, Multnomah County Project Manager for your project, and Debra Lindsay, Multnomah County Compliance, debra.lindsay@multco.us 501 SE Hawthorne Blvd., Suite 125, Portland, OR 97214. Phone (503) 988-7551 or FAX (503) 988-3252 within 15 calendar days after bid opening or prior to award of contract, whichever occurs first. Subcontractors with contracts of $100,000 or more: Complete and submit to the Contractor, prior to beginning work on the project or within five days of signing subcontract, whichever occurs first.
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: ___________________________
Registered Training Agent Co.

Fax Number: ___________________________ Phone: ___________________________
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 County Workforce Training & Hiring Program. I would like to
continue to diversify my workforce. Therefore, please refer ethnic minorities and women for my
consideration. If I am unable to receive a referral from my apprenticeship program within a reasonable
time, and my apprenticeship program is open for applications or allows direct entry, I may use this form to
request a referral to the apprenticeship program from community recruitment resources.

Need Referral by: ___________________________ Work Starts: ___________________________
Date Date
Jobsite Location: ___________________________ Forecast Employment Length: ___________________________
Address Weeks
Project Name: ___________________________ Owner: ___________________________

Apprentices: ___________________________ Trade: ___________________________
Number Occupation
Apprentices: ___________________________ Trade: ___________________________
Number Occupation

Minimum qualifications (if different from apprenticeship standards):

Safety needs: □ Hard Hat □ Gloves □ Hard-toe Boots □ Other: ___________________________

Fax this Request for Apprentice Form to your apprenticeship committee.

To document your Good Faith Efforts, copies may also be sent to:
Multnomah County Workforce Training & Hiring Program
501 SE Hawthorne Blvd, Suite 125
Portland OR 97214
Phone: 503-988-5111 Fax: 503-988-3252

For Apprenticeship Program Only
Please check the appropriate box and fax to the County Workforce Program:
□ I was able to dispatch an apprentice to the project listed above.
□ I was unable to dispatch an apprentice to the project listed above because:

Name of apprentice: ___________________________ Race: ___________________________ Gender: ___________________________

Fax this form with dispatch information to 503-988-3252. Thank you.
The Monthly Employment/Training Report must be completed by the Contractor and all subcontractors with contracts of $100,000 or more, and signed by a responsible official of the company. The Contractor shall submit a report for its workforce on the project. Each subcontractor shall separately submit a report for its workforce on the project. It is the responsibility of the Contractor to assure that all Monthly Employment Reports are submitted in a timely manner. The reports are due on the 5th day of the month following each month of employment during the term of the contract.

Either on the form below or on a contractor-provided form approved by the County Workforce Training & Hiring Program, complete all categories for each employee working on the project during the reporting period.

<table>
<thead>
<tr>
<th>NAME (PLEASE PRINT OR TYPE)</th>
<th>ZIP CODE</th>
<th>LAST FOUR DIGITS OF SSN</th>
<th>TRADE</th>
<th>LEVEL (Journey, Apprentice, Apprentice Grad)</th>
<th>*SUPERVISOR (Owner, Manager or Supervisor) O or M or S</th>
<th>*RACE</th>
<th>GENDER M/F</th>
<th>HOURS WORKED this PERIOD</th>
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Submit to: Owners Project Manager and Andre Baugh, Group AGB, Ltd. Fax: 503-988-3252

*SUPERVISOR: Indicate if 20% or fewer of the hours worked per week involve manual labor, then hours will be deducted from the total workforce hours on the project.

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

Signature: ___________________________ Print Name: ___________________________ Title: ___________________________

NOTE: Apprentice hours spent in the classroom during the course of the project can be submitted as hours worked.
APPRENTICESHIP RATIO DATA*

The following data may be used to determine the ratio of apprentices on a jobsite in proportion to journey-level workers on the jobsite. The ratios that apply are those listed in the standards of the apprenticeship committee to which the Training Agent (Contractor) is a member. If the applicable trade is not listed, contact the Bureau of Labor and Industries at (971) 673-0760 or your apprenticeship committee.

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

<table>
<thead>
<tr>
<th>TRADE</th>
<th>1st Apprentice</th>
<th>2nd Apprentice</th>
<th>Max</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos/Insulation Workers</td>
<td>1/1</td>
<td>1/4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brick/Marble/Terrazzo/Tile Finisher</td>
<td>1/1</td>
<td>1/3</td>
<td></td>
<td></td>
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<tr>
<td>Bricklayer/Masonry</td>
<td>1/1</td>
<td>1/3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter (Portland)</td>
<td>1/1</td>
<td>1/1 (1/5 union)</td>
<td></td>
<td>Additional apprentices authorized a 1/5 union. Open shop and City of Portland industrial 1/1 for first three apprentices; 1/5 after.</td>
</tr>
<tr>
<td>Carpet Installers/Floorlayers</td>
<td>1/1</td>
<td>1/3</td>
<td></td>
<td></td>
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<tr>
<td>Cement Masons</td>
<td>1/1</td>
<td>1/3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drywall Applicator (Ex/Int Specialists)</td>
<td>1/1 (for first 3 apprentices)</td>
<td>1/5 (for each additional apprentice)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drywall Finisher (Taper)</td>
<td>1/1</td>
<td>1/3</td>
<td></td>
<td></td>
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<tr>
<td>Electricians</td>
<td></td>
<td></td>
<td></td>
<td>Number of apprentices shall not exceed the number of journeymen</td>
</tr>
<tr>
<td>Inside</td>
<td>2/3 or fraction thereof</td>
<td>2/3 or fraction thereof</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outside</td>
<td>1/6</td>
<td>1/6</td>
<td></td>
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<tr>
<td>Limited Energy/Limited Residential</td>
<td>1/1</td>
<td>1/1 union (1/2 open shop)</td>
<td></td>
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<tr>
<td>Construction Lineman</td>
<td>1/1</td>
<td>1/2</td>
<td></td>
<td></td>
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<tr>
<td>Limited Maintenance</td>
<td>1/1</td>
<td>1/2</td>
<td></td>
<td></td>
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<tr>
<td>Stationary Engineer</td>
<td>1/1</td>
<td>1/3</td>
<td></td>
<td></td>
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<tr>
<td>Elevator Contractor</td>
<td>1/1</td>
<td>1/3</td>
<td></td>
<td></td>
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<tr>
<td>Environmental Control System (HVAC)</td>
<td>1/1</td>
<td>1/1</td>
<td>1/3</td>
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<tr>
<td>Glass Installer (Glazier)</td>
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<td>1/3</td>
<td></td>
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<tr>
<td>Hod Carrier/Mason Tender</td>
<td>1/1</td>
<td>1/5 union (1/3 open shop)</td>
<td></td>
<td></td>
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<tr>
<td>Iron Worker</td>
<td>1/1</td>
<td>1/3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborer (Construction)</td>
<td>1/1</td>
<td>1/5 union (1/3 open shop)</td>
<td>1/10 union</td>
<td></td>
</tr>
<tr>
<td>Landscape Laborer/Technician</td>
<td>1/1</td>
<td>1/5 union (1/3 open shop)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance Mechanic</td>
<td>1/1</td>
<td>1/3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Millwright</td>
<td>1/1 (1/3 open shop)</td>
<td>1/1 union (1/3 open shop)</td>
<td>1/1 for first three union apprentices, 1/5 for each additional</td>
<td>3/10-19 4/20-24 5/25-29</td>
</tr>
<tr>
<td>Operating Engineer (Heavy)</td>
<td>1/1-4 union (1/1 open shop)</td>
<td>2/5-9 union (1/5 open shop)</td>
<td>30 or more 1/for each 5 additional operators union</td>
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<tr>
<td>Painting &amp; Sandblasting</td>
<td>1/1</td>
<td>1/3</td>
<td></td>
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<tr>
<td>TRADE</td>
<td>Project Title</td>
<td>Bid Number</td>
<td>APPRENTICE TO JOURNEY RATIO*</td>
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<td>1st Apprentice</td>
<td>2nd Apprentice</td>
<td>Max</td>
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<tr>
<td>Painting (Traffic Control)</td>
<td>1/1</td>
<td>1/4</td>
<td></td>
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<tr>
<td>Pile Drivers</td>
<td>1/1</td>
<td>1/1</td>
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<tr>
<td></td>
<td>1/1</td>
<td>1/1</td>
<td>1/1 for first three apprentices, one apprentice for each additional five journey-level workers</td>
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<tr>
<td>Pipe Fitters/Steam Fitters</td>
<td>1/1</td>
<td>1/1</td>
<td>1/1 for each additional 2 journey-level workers</td>
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<td></td>
<td>1/1</td>
<td>1/3</td>
<td></td>
<td></td>
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<tr>
<td>Plasterers</td>
<td>1/1</td>
<td>1/1</td>
<td></td>
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<tr>
<td>Plumber</td>
<td>1/1</td>
<td>1/1</td>
<td>1/1 for first two apprentices, 1/3 after</td>
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<tr>
<td>Roofer</td>
<td>1/1</td>
<td>1/1</td>
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<tr>
<td>Scaffold Erector</td>
<td>1/1</td>
<td>1/1</td>
<td>1/1 for first five apprentices, 1/5 after</td>
<td></td>
</tr>
<tr>
<td>Sheet Metal Worker</td>
<td>1/1</td>
<td>1/1</td>
<td>1/1 for first two apprentices, 1/3 after</td>
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<tr>
<td>Sheet metal Worker (Residential)</td>
<td>1/1</td>
<td>1/3</td>
<td></td>
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<tr>
<td>Sign Maker/Erector</td>
<td>1/1</td>
<td>1/1</td>
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<td>Sprinkler Fitter</td>
<td>1/1</td>
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<td>Structural Fabricator</td>
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<td>1/3</td>
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<td>Terrazzo Worker</td>
<td>1/1</td>
<td>1/3</td>
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<tr>
<td>Tile/Marble Setter</td>
<td>1/1</td>
<td>1/3</td>
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</table>
Green Dot, etc. or equivalent Workplace Training Program

Green Dot etc. training engages participants in skill-building and analysis focused on fostering authentic relationships, personal connection and mastery of skills and knowledge necessary for effective persuasive communication.

A foundational tenet of the Green Dot etc. violence prevention strategy is the belief that we cannot expect others to engage in a process we are not willing to engage in ourselves. Toward this end, training participants should expect to engage in an in-depth examination of their personal and professional connection to the issue of violence prevention, obstacles to action, ways to learn from past efforts, and capacity development. Participants strengthen competence through experiential components including journaling, giving and receiving feedback, and small group process, practice and discussion.

Specifically, the Green Dot etc. training will focus on building capacity as an instructor within each of the 4 components of the Green Dot etc. Model of Influence.

- Relationships: We believe that any effective prevention program must be built within the context of authentic, positive interpersonal relationships. In order to equip participants to engage fully and build effective relationships in their role as instructors of Green Dot etc., we ask them to:
  - Show up fully.
  - Leave formalities of titles, credentials, and job description at the office and participate in the training as human beings.
  - Engage in discussion within small group formats throughout the training and examine potential historical obstacles of this movement, obstacles imbedded within their organizations, and obstacles impacting them as individuals. This process is vital to enhance skills in establishing maximally effective relationships.

- Connection: Research suggests that people are most likely to engage in this issue if they feel a personal level of connection and responsibility. Therefore, in order to most effectively implement a prevention program, instructors need to be acutely aware of the stakes and urgency of this issue. At the same time, connection to hope is essential to propel cultural change and to create a safe space for individuals to embark on a new set of behaviors. In order to effectively foster connections among their participants, instructors are given the opportunity to explore their own connections through journaling, reflection and small group discussion.

- Knowledge: The Green Dot etc. curriculum is based on research, data and theory pulled from across disciplines. Instructors will not only be trained on the current
research across relevant fields of study but they will also be challenged to examine research within our own field and to apply the knowledge to improve upon methodologies. Instructors will also be trained on the curriculum they will present to their participants.

- Skills: Green Dot etc. adheres to the simple notion that "it doesn't matter what you are saying if no one is listening." Effective delivery of content is an often overlooked component of our education and prevention efforts. Regardless of the strength of the content, the delivery will play a significant role in determining the degree of effectiveness of a given program. As such, over the course of the 4-day training, instructors will engage in a progressive skill building exercise focused on persuasive communication skills.
MULTNOMAH COUNTY HEALTH DEPARTMENT HEADQUARTERS

PROJECT LABOR AGREEMENT

Attachment "D"

Portland Development Commission's
Equity Administrative Procedures

[to be attached]
PDC's administrative procedures on Equity (these “Procedures”) impact all PDC projects, programs, and internal functions either directly or indirectly. All staff should become familiar with this document and what it seeks to accomplish. These Procedures should also be carefully reviewed when planning any new project or program, hiring or promoting PDC employees, contracting for goods and services, and engaging in other activities such as renting space or hiring a caterer to host a PDC-sponsored event.

These Procedures are organized as follows:

- **Part One**: Policy Objectives, Guiding Principles, and Authority
- **Part Two**: Managing Investments to Support Equitable Outcomes
- **Part Three**: Contracting-Based Equity Programs
- **Part Four**: Human Resources Equity Plan
- **Part Five**: Other Internal Equity Measures
- **Part Six**: Definitions

**PART ONE – POLICY OBJECTIVES, GUIDING PRINCIPLES, AND AUTHORITY**

1.1 **Definitions.** The capitalized terms found in these Procedures are defined in Part Six.

1.2 **Policy Objectives.** These Procedures guide the implementation of PDC Board Resolution #6988, “Adopting the Equity Policy of the Portland Development Commission” (the “Policy”). The Policy aims to ensure that PDC’s strategic goals, outcomes, programs, and initiatives advance social and economic equity by:

- Increasing economic opportunity and income for all Portland residents and Historically Disadvantaged Portlanders;
- Making use of all of PDC’s revitalization and economic development activities to create equitable access to living wage jobs and wealth creation opportunities for Portlanders; and
- Demonstrating PDC’s commitment to and leadership in social equity through internal business practices, robust community partnerships, and accountability measures.
1.3 Guiding Principles. In order to fulfill the objectives of the Policy, PDC will:

- Manage all investments, projects and programs in a manner which considers beneficiaries, addresses disparities, and supports equitable outcomes as further described in Section 4.2 of the Policy and Part Two of these Procedures;
- Maximize community benefits from PDC programs and investments through living-wage construction jobs, career advancement, and business opportunities for Historically Disadvantaged Portlanders as further described in Section 4.3 of the Policy and Part Three of these Procedures; and
- Ensure that PDC's internal business practices increase diversity and social equity within PDC and support partnership, transparency, and accountability as further described in Section 4.4 of the Policy and Parts Four and Five of these Procedures.

PART TWO - MANAGING INVESTMENT TO SUPPORT EQUITABLE OUTCOMES

Part Two of these Procedures concerns impacts of PDC financial and non-financial investments in the community. Questions about sections 2.1 and 2.4 should be directed to PDC's Communications and Social Equity Director; questions about sections 2.2 and 2.3 should be directed to PDC's Deputy Director.

2.1 Community Engagement. PDC shall engage the community in ways that allow for meaningful public involvement of people impacted by PDC Activities. Such involvement may include, but is not limited to, the following:

- Creation of project or program advisory groups whose membership reflects the communities affected by PDC activities;
- Assessment and accommodation of multicultural and multilingual needs; and
- Working closely with all communities, particularly Historically Disadvantaged Portlanders, to address structural disparities, create pathways to prosperity, and determine the process for community involvement and governance.

2.2 Strategic Alignment and Equity Lens for Loans and Grants. A "Strategic Alignment and Equity Lens," (or "Equity Lens"), a sample of which is attached in Appendix A, shall be used to evaluate all PDC loans and grants to ensure financial resources address disparities, advance strategic equity objectives, and do not result in negative consequences for the community. The Equity Lens shall be reviewed prior to determining whether to move forward with a request for PDC financial assistance.

2.3 Equity Plan for non-financial investments. Staff for each new and existing program, major activity, and non-loan/grant investment shall identify and assess disparities in access or outcomes for Historically Disadvantaged Portlanders. Program staff shall then develop a plan to maximize inclusion and minimize or eliminate negative consequences (e.g., displacement) for Historically Disadvantaged Portlanders. An Equity Plan template for non-financial investments, which is attached as Appendix B of the Procedures, can be used to evaluate, plan, and address such disparities and opportunities.

2.4 Community Benefits. Projects receiving substantial investments through PDC shall define explicit community benefits. PDC should enter into a community benefits agreement (a "CBA") to address issues of access for local residents to long-term employment opportunities and advancement, supply-chain opportunities for local businesses, and publicly-accessible amenities.
2.5 **Accountability.** The activities in sections 2.1, 2.2, 2.3, and 2.4 shall be reviewed and evaluated annually by the PDC Equity Council and PDC Executive Director to determine the effectiveness of PDC's equity approach and make recommendations for changes that more effectively foster effectiveness and public accountability.

**PART THREE – CONTRACTING-BASED EQUITY PROGRAMS**

Part Three of these Procedures describes the equity programs implemented through certain public and public-private contracting activities. Where applicable, the activities and programs described in this section must align with PDC’s policy and guidelines on sustainable purchasing. Questions on this section should be directed to PDC’s Communications and Social Equity Director.

3.1 **Business Equity Program.** The goal of the Business Equity Program ("BEP") is to ensure that PDC’s projects and programs provides professional, supplier, and construction contracting opportunities to Certified Firms (i.e., certified minority-owned businesses, women-owned businesses, disadvantaged businesses, and emerging small businesses). The BEP also encourages the participation of businesses owned by veterans on Direct Contracting, PDC Sponsored Projects, and on projects utilizing PDC Resources, including Intergovernmental Agreements.

3.1.1 **Applicability.** The BEP applies in any of the following types of agreements:

- A PDC Personal Services Contract for any amount
- A PDC-Owned Construction Contract with Hard Construction Costs greater than $200,000
- A PDC Sponsored Project receiving more than $300,000 of PDC Resources to support a project with Hard Construction Costs greater than $200,000
- A sale of PDC real property to a private party with a purchase price greater than $300,000 that is expected to involve Hard Construction Costs greater than $200,000
- An Intergovernmental Agreement with Hard Construction Costs greater than $200,000 and more than $100,000 in PDC Resources, whether project is contracted by PDC or another agency. The Executive Director or the Executive Director’s designee may defer to another agency’s program if its program is similar to PDC’s program. If PDC defers to another agency’s program, utilization reports shall be provided to PDC by the other agency on a monthly basis.

3.1.2 **Utilization Goals for Certified Firms.** The following Utilization Goals are established for each fiscal year. The Executive Director is responsible for annually reviewing the Utilization Goals and is authorized to modify them, based on the results of such annual analysis:

- **Personal Services Contracts (PDC-Owned or Sponsored):** 20% of the total number of awarded Personal Services contracts and 20% of total value of Personal Services Contracts
- **Construction Contracts (PDC-Owned):** 20% of Hard Construction Costs on projects
- **Construction Contracts (PDC– IGA):** 20% of Hard Construction Costs on projects
- **Construction Projects (PDC-Sponsored):** 20% of Hard Construction Costs on projects that exceed $200,000 as calculated by an analysis of availability and capacity of Certified Firms for the specific project
- **Flexible Service Contracts (PDC-Owned):** 25% of the total number of Flexible Services Contracts awarded and 25% of the total value of all Flexible Services Contracts

3.1.3 **Utilization Goals for Projects Already Underway.** In an instance where a party receives notification of PDC's approval of the availability of PDC Resources after it has expended funds on a project, started construction, or taken other action that would impair its ability to comply with the BEP, PDC (through the PDC project manager, with assistance from the Equity Coordinator) may negotiate a Certified Firm participation level that is reasonable and may provide technical assistance to achieve that negotiated Utilization Goal.

3.1.4 **Program Requirements.** The BEP is implemented in construction projects by applying Appendix C of these Procedures for PDC-Owned construction projects and Appendix D of these Procedures for applicable PDC-Sponsored Projects.

3.1.5 **Prompt Payment.** For construction projects subject to the BEP, the contracting entity which received funds from PDC shall, upon receipt and approval of a monthly pay application, promptly pay the general contractors who shall subsequently promptly pay all subcontractors and suppliers within ten (10) calendar days. This requirement shall be made a part of the relevant construction contract.

3.1.6 **Self-Performed Work.** For construction contracts not subject to ORS 279C.305 (e.g., Sponsored Projects and PDC-Owned alternative contracts), PDC 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) MasterFormat trade division (e.g., excluding superintendence, supervision, mobilization, etc.) will be required to have the written authorization of the Communications and Social Equity Director or their designee, who may approve a higher percentage based on the type, size, available subcontractors, and other relevant project criteria.

3.1.7 **Joint Ventures.** For large-scale and alternative contracting projects not subject to low bid requirements, PDC may provide incentives for joint ventures and mentor-protégé partnerships that enhance BEP goals (e.g., additional points in the RFP evaluation process).

3.1.8 **Coordinator.** At its discretion, PDC may require that PDC Sponsored Projects assign a Certified Firm coordinator to projects subject to the BEP.

3.1.9 **Alternatives to Low Bid.** Alternatives to low bid (e.g., Design/Build, Construction Manager/General Contractor) that may enhance BEP goals should be pursued when feasible on projects subject to the BEP.

3.1.10 **Disparity Study Findings.** Annually, PDC shall develop a strategy to close disparities identified in the 2011 disparity study. This report will be prepared by PDC's Communications and Social Equity Director (or his or her designee).

3.1.11 **Five-Year Requirement.** On all projects subject to the BEP, all subcontractors who perform more than $100,000 of work shall be a signatory to a State of Oregon Bureau of Labor and Industries ("BOLI") approved apprenticeship training program that has (a) been in existence for five years or longer and (b) has produced graduates. The PDC
Communications and Social Equity Director (or his or her designee) will approve any exceptions to this requirement.

3.1.12 Effective Date of Applying the BEP on Sponsored Projects. The effective date for applying the BEP to current projects is the signing of the transactional documents between PDC and the developer. At the signing of a memorandum of understanding (MOU) between PDC and the developer, a preliminary determination shall be made by PDC of the applicability of the Policy. A final determination shall be made by PDC of the applicability of the Policy prior to the signing of the transactional documents between PDC and the developer.

3.1.13 Ineligibility. Contractors or subcontractors that are on the BOLI list of ineligible contractors cannot participate in PDC-Owned or PDC-IGA construction projects.

3.1.14 Insurance and Bonding. For PDC Sponsored Projects subject to BEP, PDC may provide incentives for the owner/developer/prime contractor to reduce insurance and bonding barriers for Certified Firms.

3.2 Workforce Equity Program. The Workforce Equity Program ("WEP," formerly the "Workforce Hiring and Training Program") aims to maximize apprenticeship opportunities in the construction trades and ensure employment opportunities for People of Color and Women. The WEP also encourages the employment of veterans and people with disabilities on Direct Contracting, Land Transactions, and on work utilizing PDC Resources.

3.2.1 Applicability. PDC-Owned Construction Contracts, PDC-Sponsored Projects, and PDC-Intergovernmental Agreements related to construction must comply with the WEP upon meeting any one of the following criteria:

- On a PDC-Owned Construction Contract consisting of construction work greater than $200,000, the WEP shall apply to the prime contractor and any subcontract(s) greater than $100,000.
- On a PDC-Sponsored Project consisting of construction, the WEP shall apply if the project receives $300,000 or more of PDC Resources to support a project with a Hard Construction Cost greater than $1,000,000 and shall apply to the prime contractor and any subcontract(s) greater than $100,000.
- A sale of PDC real property to a private party with a purchase price greater than $300,000 that is expected to involve Hard Construction Costs greater than $200,000
- On a PDC-Intergovernmental Agreement consisting of construction work greater than $200,000, the WEP shall apply to the prime contractor and any subcontract(s) greater than $100,000. The PDC Executive Director (or designee) may defer to another agency’s workforce program if its program is similar to PDC’s program. If PDC defers to another agency’s program, utilization reports shall be provided to PDC by the other agency on a monthly basis.
- The WEP does not apply to Personal Services, Flexible Services, and other services contracts or agreements not involving construction work.
3.2.2 General Program Requirements. Projects subject to the WEP shall:

- Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the contractor and subcontractors are worked by state-registered apprentices. (Mandatory)

- Work toward achieving the following Workforce Diversity Goals as outlined in the table below. The percentage of hours set forth below includes both apprenticeship hours and journey level hours. (Aspirational)

<table>
<thead>
<tr>
<th>Year</th>
<th>Female</th>
<th>People of Color</th>
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<tr>
<td>2008</td>
<td>6%</td>
<td>25.5%</td>
</tr>
<tr>
<td>2009</td>
<td>7%</td>
<td>26%</td>
</tr>
<tr>
<td>2010</td>
<td>8%</td>
<td>26.5%</td>
</tr>
<tr>
<td>2011</td>
<td>9%</td>
<td>27%</td>
</tr>
<tr>
<td>2012</td>
<td>10%</td>
<td>27.5%</td>
</tr>
<tr>
<td>2013</td>
<td>11%</td>
<td>28%</td>
</tr>
<tr>
<td>2014</td>
<td>12%</td>
<td>28.5%</td>
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<tr>
<td>2015</td>
<td>13%</td>
<td>29%</td>
</tr>
<tr>
<td>2016</td>
<td>14%</td>
<td>29.5%</td>
</tr>
<tr>
<td>2017</td>
<td>15%</td>
<td>30%</td>
</tr>
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</table>

- Encourage the employment of veterans and people with disabilities. (Aspirational)

- Seek to employ a workforce that reflects the diversity of the City of Portland, including recruitment of a diverse workforce through the unions, the apprenticeship programs, and other community resources. (Aspirational)

3.2.3 Applying Requirements for Projects Already Underway. In an instance where a party receives notification of PDC’s approval of the availability of PDC Resources after it has bid a project, expended funds on a project, started construction, or taken other action that would impair its ability to comply with the WEP, the PDC Project Manager, with assistance from the PDC Equity Coordinator, may negotiate a level of compliance that is reasonable and may provide technical assistance to achieve that negotiated Workforce Goal.

3.2.4 Program Requirements. The WEP is implemented in applicable construction projects by applying the Appendix E of these Procedures for both PDC-Owned and PDC-Sponsored Projects.

3.2.5 Equal Employment Opportunity Certification. Contractors and subcontractors subject to the WEP must be certified by the City of Portland as an Equal Employment Opportunity employer.

3.2.6 Damages. The requirements outlined in Section 3.2.2 are to be stipulated in PDC’s agreements with a developer (for Sponsored Projects), another public agency (if the project is delivered through an Intergovernmental Agreement), or general contractor (if the project is owned by PDC). In the event that PDC determines, in its sole discretion, that the mandatory WEP requirements have not been substantially satisfied, subject to the terms of the applicable agreement, PDC’s finding may result in one or more of the following actions:

- A finding of breach of the agreement with entity receiving funds with a notice to cure deficient performance;
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- Excluding the entity, developer, contractor, or subcontractor from receiving future PDC Resources or bidding on future PDC solicitations subject to any other legal or procedural requirements;
- A claim for liquidated damages with an assessment on the stipulated amount, to be reimbursed to PDC as the funding agency;
- Withholding all or part of progress payments;
- Any additional remedies included within the agreement.

3.3  **Enterprise Zone.** Effective on May 1, 2015, the BEP and WEP described above apply to PDC Enterprise Zone ("E-Zone") projects that involve new buildings and structures to be constructed or new additions to or modifications of an existing building or structure. If construction has commenced on an E-Zone project but is not yet completed, then see Sections 3.1.3 and 3.2.3 above to determine the effective date in applying the BEP and WEP. If construction was initiated and completed on an E-Zone project after May 1, 2015 and before an E-Zone Authorization Application is submitted, then the E-Zone company will pay an additional two percent (2%) of its actual tax savings to PDC's Workforce Training Business Development Fund.

3.4  **Exemptions.** The programs described in Part Three do not apply to the following: (a) projects as described in Section 3.3 that have submitted an E-Zone Authorization Application by April 31, 2015; (b) projects receiving PDC Resources derived from a financial assistance program that are intended to be used for working capital; (c) projects receiving federal funds when federal equity policies apply; (d) property acquisitions; or (e) other projects as deemed exempt by the PDC Executive Director after consultation with members of the Board.

**PART FOUR — HUMAN RESOURCES EQUITY PLAN**

Part Four of these Procedures describes the development, adoption, and implementation of a Human Resources Equity Plan (the "HR Equity Plan"). Questions on this section should be directed to PDC's Human Resources Director.

PDC will research and document benchmarks and best practices of similar organizations with successful internal and staff-focused diversity and equity programs. The Human Resources division will subsequently develop, adopt, and implement an annual work plan to address education, training, and strategies to retain, promote, and recruit diverse staff reflective of the local community.

Goals of the HR Equity Plan will include:

4.1  **Retention.** To accomplish retention goals of the HR Equity Plan:

- PDC managers will be trained in cultural competency and awareness of institutional and unintentional bias that impacts organizational effectiveness;
- Employee performance evaluations will include accountabilities for cultural competency;
- Policies, practices, and procedures will be screened for institutional racism; and
- PDC will sponsor internal and external programs and educational opportunities to promote equity and inclusivity for all employees.
4.2 **Recruitment.** To accomplish the recruitment goals of the HR Equity Plan, PDC will:

- Collaborate with community equity partners to leverage diverse opportunities for recruitment and job postings;
- Report statistics and adhere to an Affirmative Action Plan ("AAP") that benchmarks local market diversity;
- Aspire to exceed the goals outlined in the AAP to be an employer of choice (i.e., an employment environment where employees choose to work due to the employer's superior practices, policies, benefits, and overall work conditions) in inclusiveness and equity within the broad population; and
- Consider all candidates who meet the minimum qualifications for all open positions, while encouraging candidates of color to apply and seek growth opportunities.

4.3 **Career Development.** To accomplish the career development goals of the HR Equity Plan, PDC will:

- Collaborate with individual employees to create development plans for all interested employees, including employees of color, in order to grow their careers within PDC;
- Develop opportunities and support for all employees, including employees of color, that will meet their particular career goals; and
- Promote mentorship opportunities for all interested employees, including employees of color, within PDC as part of individual development plans.

4.4 **Hiring Panel Diversity.** PDC will endeavor to create hiring and interview panels that are diverse in representation. To accomplish this, PDC may utilize the City of Portland's Minority Evaluator Program ("MEP") to identify and screen potential panel members.

**PART FIVE — OTHER INTERNAL EQUITY MEASURES**

Part Five of these Procedures describes other internal equity actions taken by PDC. Questions on this section should be directed to PDC's Communications and Social Equity Director.

5.1 **Equity Council.** The PDC Equity Council (or other body as designated by the Executive Director) will oversee internal equity practices, monitor organizational progress, increase cultural competency training, and make recommendations for performance improvement. The scope and purpose of the Equity Council will be defined in a separate

5.2 **Flexible Service Contractor Work Order Selection.** PDC project managers should take steps to fairly distribute work to all qualified service providers within a flexible service contract category. A general preference will be given to Certified Firms.

**PART SIX — DEFINITIONS**

Capitalized terms in these Procedures have the following meanings:

"Board" means the PDC Board of Commissioners.

"Business Equity Program" means the program described in Section 3.1 of these Procedures.
"Financial Assistance Programs" means certain PDC business financial assistance programs, including, but not limited to, the Direct Tax Increment Loan, the Economic Development Administration (EDA) Revolving Loan and Real Estate Fund, and other programs the Executive Director may designate.

"Certified Firms" include Minority/Women/Emerging Small Business (M/W/ESB) firms as certified by the State of Oregon; or a Disadvantaged Business Enterprise (DBE) as certified by the U.S. Department of Transportation.

"Communities of Color" See People of Color.

"Direct Contracting" includes all professional, supplier, and construction services purchased directly by PDC (i.e., not through a developer, Intergovernmental Agreement, or any other third party).

"Enterprise Zone" is a five-year, 100% tax abatement program designed to encourage existing and new industrial firms to make new capital investments in certain designated areas. Participating firms are required to create or retain quality jobs while maximizing the economic benefits for residents of Portland who are currently earning at or below 80% Median Family Income.

"Equity" means everyone has access to opportunities necessary to satisfy their essential needs, advance their well-being, and achieve their full potential (see the Portland Plan).

"Flexible Service Contract" is a contract for services that has repetitive requirements on an as-needed basis and may include Personal Services Contracts.

"Hard Construction Cost(s)" are the costs to build improvements on a property, including all related construction labor and materials and fixed and built-in equipment costs. Costs not directly related to the construction of an improvement, such as overhead, administration, taxes, or other professional services such as architectural or engineering, are not considered Hard Construction Costs.

"Historically Disadvantaged Portlanders" are Persons of Color and people in Priority Neighborhoods.

"Intergovernmental Agreement" or "IGA" is an agreement between PDC and another government entity, including the City of Portland.

"Land Transaction" is the sale of real property by PDC at any price for the purpose of a private or public project.

"PDC Activities" refers broadly to PDC projects, programs, initiatives, and other actions that impact the local community.

"PDC-Owned Construction Contract(s)" include those in which PDC has a direct contractual relationship with the prime contractor and where PDC is the owner of the project.

"PDC Resource(s)" include: (i) PDC funds in the form of grants, loans, or payments (for purposes of calculating PDC Resources, any PDC funds used by a single entity for a single project in the form of grants, loans, or payments shall be combined to determine the total amount of PDC Resources); and (ii) the value of a Land Transaction (for purposes of calculating the value of a Land Transaction, the value shall be the difference between the appraised value of the property and its sale price).

"PDC-Sponsored Project(s)" include all projects that are privately owned and constructed involving PDC Resources, or a property conveyance that includes PDC Resources.
“People of Color” are people who self-identify as Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Pacific Americans, and/or first generation immigrant populations for the purpose of minority business ownership. (Singular: “Person of Color”)

“Personal Services Contract” is a contract for specialized skills, knowledge or unique resources that involve the application of highly technical or scientific expertise or the exercise of professional, artistic, or management discretion or judgment. Such services include, but are not limited to, those performed by architects, engineers, surveyors, attorneys, auditors, other licensed professionals, artists, designers, computer programmers, consultants, and property managers.

“Priority Neighborhoods” are geographic areas in Portland that either (1) experience lagging commercial investment and increased or persistent poverty; or (2) experience gentrification pressures.

“Utilization Goal(s)” are percentage goals set for Certified Firms and workforce utilization on contracts and projects subject to the Policy.

“Workforce Equity Program” means the program described in Section 3.2 of these Procedures.

“Workforce Goal(s)” means the goals related to construction trades that utilize People of Color and Women as a percentage of total construction hours worked on a PDC-Sponsored Project.
APPENDICES

A. Strategic Alignment and Equity Lens
B. Equity Plan for Non-Financial Investments
C. Business Equity Program Specifications – Direct Bid Process Requirements
D. Business Equity Program Specifications – Loan Agreement / Development Agreement Process Requirements
E. Workforce Equity Program Specifications