

**PORTLAND DEVELOPMENT COMMISSION**

Portland, Oregon

**RESOLUTION NO. 7145**

**AUTHORIZING A GRANT TO LAN SU CHINESE GARDEN**

**WHEREAS**, the Portland Development Commission (“PDC”) was a principal sponsor in the creation of the Lan Su Chinese Garden (“Chinese Garden”), located at 239 Northwest Everett Street in the Downtown Waterfront Urban Renewal Area;

**WHEREAS**, the Chinese Garden opened in 2000 and was a significant project within the Old Town/Chinatown Vision Plan adopted by Portland City Council in September 1997 and Old Town/Chinatown Development Plan adopted by Portland City Council in December 1999, which collectively formed the community’s vision for Old Town/Chinatown, the basis for cooperation in the neighborhood, and a blueprint for development;

**WHEREAS**, in December 2000, the PDC Board of Commissioners (“Board”) approved financing of up to \$1,179,000 to retire an outstanding line of credit used by the Portland Classical Chinese Garden to construct the Chinese Garden and to complete necessary adjacent right-of-way improvements;

**WHEREAS**, the Chinese Garden has become recognized as a world class, authentic Suzhou-style destination, is a Portland focal point for Chinese culture, and is a significant Old Town/Chinatown attractor of visitors of all ages to learn about China and Portland’s Chinese heritage;

**WHEREAS**, Lake Zither, the symbolic centerpiece of the Chinese Garden’s design, is in need of a new liner and has been losing an average of 28,000 gallons of water per day;

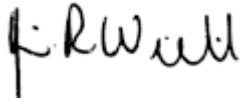
**WHEREAS**, the Chinese Garden would like to install a new Lake Zither liner that has a 40- to 50-year lifespan that will reduce water usage and bills; allow for a raised water level with better water quality and appearance; and allow the garden to provide year-round habitat for plants and fish, which currently need to be removed every winter; and

**WHEREAS**, PDC intends to provide a Special Authority Grant Agreement (“Grant Agreement”) substantially in the form attached hereto as Exhibit A in an amount not to exceed \$638,000 to fund repairs to Lake Zither.

**NOW, THEREFORE, BE IT RESOLVED**, that the PDC Board hereby authorizes the Executive Director to execute the Grant Agreement; and

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

Adopted by the Portland Development Commission on September 9, 2015

A handwritten signature in black ink, appearing to read "Gina Wiedrick". The signature is written in a cursive, somewhat stylized font.

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Gina Wiedrick, Recording Secretary

**PORTLAND DEVELOPMENT COMMISSION**

Portland, Oregon

**RESOLUTION NO. 7145**

**EXHIBIT A**

**AUTHORIZING A GRANT TO LAN SU CHINESE GARDEN**

Exhibit A includes this cover page and contains 18 pages:

- Special Authority Grant Agreement, Chinese Gardens, Lake Zither
  - Exhibit A: Scope of Work / Project Budget
  - Exhibit B: Request for Grant or Loan Disbursement
  - Exhibit C: PDC's Business Equity Program Specifications

# Special Authority Grant Agreement

## Chinese Gardens Lake Zither

Grant Number: \_\_\_\_\_

This special authority grant agreement (this "Agreement") is effective on the date that the last party signs this Agreement (the "Effective Date") by and between the Portland Development Commission ("PDC") and Portland Classical Chinese Garden, d.b.a. Lan Su Chinese Garden, an Oregon non-profit corporation ("Grantee"), and sets forth the terms and conditions under which PDC has agreed to provide a Grant to Grantee.

### TERMS

**Intended Grant Amount:** The grant amount is up to \$638,000 (the "Grant").

**Purpose of the Grant:** Grantee intends to repair and restore Lake Zither, a 9,000 square foot pond that is the centerpiece of the Chinese Garden, located at 239 NW Everett Street in the Downtown Waterfront Urban Renewal Area. This grant is intended to provide financial assistance to Grantee to accomplish the repair and restoration work (the "Improvements"). The Improvements against which Grant funds may be applied shall be reflected in a Statement of Work / Funding Budget attached hereto as **Exhibit A**. Grantee is responsible for all costs to implement the Improvements in excess of the Grant amount. Grantee agrees to use the proceeds of the Grant only for the purposes described in the Scope of Work attached as Exhibit A. Grantee shall not use the grant proceeds for expenses that is not deemed by PDC to be eligible for expenditure of tax increment financing.

**General Conditions of Disbursement:** Subject to the disbursement conditions set forth below, the Grant shall be used to pay Grantee's contractor for anticipated eligible Improvement costs. PDC is not obligated to disburse the entire Grant if approved costs are less than the total cost for completing the Improvements. All of the following conditions shall be met and evidence of compliance shall be submitted to PDC, in a form satisfactory to PDC, prior to disbursement of any Grant funds:

**Disbursement Process.** The proceeds of the Grant shall be disbursed in accordance with PDC's Loan Disbursement protocols and shall utilize forms indicating "Loan". Nevertheless the forms shall not alter the fact that disbursements are pursuant to this Grant Agreement and do not carry a repayment obligation other than that which is set forth in this Agreement. The Disbursement process is as follows:

(a) Grantee through their prime contractor shall request payment by providing PDC with copies of unpaid invoices and/or billing statements for eligible Scope(s) of Work completed by contractor and subcontractors, including any soft cost payment request. Within five (5) business days of payment request, Grantee shall approve payment by submitting to PDC an executed Loan Disbursement Authorization in the form attached as **Exhibit B** ("Request for Loan Disbursement"), together with all supporting documentation required or requested by PDC, including any additional invoice or billing information, Business Equity or any other form of regulatory documentation that may be required and, if requested by PDC, lien releases in form and substance satisfactory to PDC from any such contractors or subcontractors. PDC shall make the disbursement directly to the contractors or subcontractors for whom the draw is requested. Any disbursement hereunder shall constitute disbursement to Grantee. Grantee's submittal of a Request for Loan

Disbursement to PDC shall constitute an affirmation that all of Grantee's communications and representations to PDC remain true and correct as of the submittal date.

- (b) Change Orders. Any change orders to the General Contractor's contract must be approved by PDC prior to implementation.
- (c) Changes in Line Item Disbursements. Any disbursement requests resulting from changes in line item allocations shall not be made without Grantee receiving prior written approval from PDC.

**Conditions Precedent to Disbursements.** At the time of the initial disbursement and each subsequent disbursement of funds:

- (a) PDC shall independently review each of Grantee's requests for disbursement and shall approve or deny costs based on consistency with the Statement of Work / Project Budget, approved change orders and eligibility for tax increment financing.
- (b) Grantee shall be in compliance with all obligations contained in this Agreement and any information contained in any documents submitted to PDC in association with the Project shall be true and correct in all material respects as if made on and as of the date of such disbursement;
- (c) Grantee shall not be in violation of any aspect of this Agreement;
- (d) The contractor and all subcontractors shall have been paid for the amounts covered by prior disbursement requests;
- (e) The disbursement request shall have been made in accordance with this protocol and shall be for one or more line items shown on the Statement of Work / Funding Budget;
  - (i) All change orders included in the draw which require PDC's approval shall have been reviewed and approved by PDC;
  - (ii) PDC funds shall be used solely for improvements that are eligible for tax increment financing;
- (f) The State of Oregon, City of Portland and other governmental agencies shall have issued all necessary permits and licenses for the Project.

## **GENERAL CONDITIONS**

**Business Equity Policy:** Grantee shall comply with PDC's Business Equity Policy attached as **Exhibit C**.

**Repayment:** Grantee shall repay the Grant upon the occurrence of: 1) PDC's discovery of Grantee's failure to disclose any material fact related to the making of the Grant or 2) PDC's discovery that Grantee has misrepresented a material fact related to the making of the Grant or 3) Grantee has not complied with any of the provisions of this Agreement.

**Project Close Out:** Following the final payment to the Contractor, the Grantee shall provide to PDC a report of all Improvement expenditures and a status and condition of the Improvements each quarter for one year following completion.

**Public Record:** Grantee acknowledges and agrees that any documents submitted to PDC may be subject to disclosure under the Oregon Public Records Law.

**Maintenance:** Grantee shall maintain and not change the Improvements without PDC approval, for a period of at least 5 years from the completion of the Improvements and Grantee shall be dutiful in monitoring the condition of the Improvements post completion.

**Not a Contract with PDC:** This Agreement does not create and shall not be construed to create a contract of employment, joint venture or partnership between PDC and Grantee. This Agreement does not create and shall not be construed to create a contract between PDC and any contractor, subcontractor, laborer or material supplier employed by Grantee; nor shall the terms herein be construed to create any obligation by PDC to pay any portion of the Grant directly to any contractor, subcontractor, laborer or material supplier employed by Grantee.

**Agreement Expiration:** This Agreement shall be in effect from the Effective Date through a date that is 3 years from the date of Project completion.

**Records Maintenance:** The Grantee shall maintain records of all project costs and compliance with PDC's policies for no less than 3 years.

**Audit:** PDC reserves the right to access and review all Grantee's project records and evidence of compliance with PDC's policies.

**Please indicate acceptance of this Agreement by signing below and initialing each page. Retain one copy for your files and return the other to me at the Portland Development Commission.**

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Signature page to follow.

**APPROVED BY:**

\_\_\_\_\_  
Paatirck Quinton  
Portland Development Commission  
Executive Director

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
PDC Legal Counsel

\_\_\_\_\_  
Date

**ACCEPTED BY:**

\_\_\_\_\_

\_\_\_\_\_  
Date

**EXHIBIT A**

**SCOPE OF WORK / PROJECT BUDGET**

Steel reinforcement grid, gunite supplied & placed
Xypex waterproofing and steel fiber gunite additives
Removing, replacing, adding river rock, cleaning pond
Granite cladding removal, shell excavation
Covering shell with new rock from China
Waterstops, misc. materials
Pond, pump & filter maintenance over five years



# REQUEST FOR GRANT OR LOAN DISBURSEMENT

Special handling \_\_\_\_\_

**GRANT OR LOAN NUMBER**

GRANTEE / BORROWER

PROJECT ADDRESS

GRANT / LOAN PROGRAM

**FUND #**

Borrower Vendor #

Check if prevailing wage applies:

**I. TO BE COMPLETED BY GRANTEE OR BORROWER REQUESTING DISBURSEMENT**

Description of draw or of work performed:	Payment amount requested: \$
Payee is: <input type="checkbox"/> Grantee / Borrower <input type="checkbox"/> Third party / contractor	
Payee info: Name: _____	
Mailing address: _____	
City, State, Zip: _____	
<p>The undersigned requests disbursement to the above payee in the amount shown above. The Grantee or Borrower certifies that such payment is in accordance with the terms and conditions of the documents executed in connection with the above referenced grant or loan, and (if applicable) related construction contracts or agreements for materials or services have been filed with the Commission. Additionally, the Grantee or Borrower certifies that any applicable certifications, receipts, invoices or change orders are attached and properly executed, and the Grantee or Borrower acknowledge acceptance of work performed and/or materials received.</p>	
Grantee or Borrower signature: _____	Date: _____

**2. TO BE COMPLETED BY PDC PROGRAM STAFF REQUESTING DISBURSEMENT**

Payee vendor # :	Amount requested: \$	Final disbursement? <input type="checkbox"/> Yes	Work order? <input type="checkbox"/> Yes
Write here any comments to appear on check: (30 character limit)			

**REQUIRED INFORMATION ATTACHED FOR PROCESSING (attach all that apply):**

Invoices from grantee / borrower / third party   
  Continuation sheet   
  Other:

<b>3. PDC APPROVALS FOR PAYMENT ( name, signature, date)</b>	<b>4. ACCOUNTS PAYABLE DATA REVIEW AND PAYMENT RELEASE</b>				
PDC Program Staff requesting disbursement «Loan_Officer»	Date: _____				
PDC Departmental Approval Jina Bjelland	Date: _____				
Prevailing Wage Specialist Approval (if applicable)	Date: _____				
Budget Analyst	Date: _____				
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">Accounts Payable review and data entry</td> <td style="width:30%;">initial / date</td> </tr> <tr> <td>Accounting Approval</td> <td>initial / date</td> </tr> </table>	Accounts Payable review and data entry	initial / date	Accounting Approval	initial / date
Accounts Payable review and data entry	initial / date				
Accounting Approval	initial / date				

## **BUSINESS EQUITY PROGRAM SPECIFICATIONS**

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### **LOAN AGREEMENT/DEVELOPMENT AGREEMENT PROCESS REQUIREMENTS**

#### **1. PURPOSE OF THE PROGRAM**

The Portland Development Commission (“PDC”) has a compelling interest to ensure that PDC projects provide opportunities for State of Oregon Certified firms, i.e. (Minority-Owned, Women-Owned, Disadvantaged and Emerging Small Businesses or M/W/D/ESBs) in order to promote economic growth, to increase capacity and to expand competition in the market. Therefore, PDC has established a 20% utilization goal for PDC-supported projects receiving more than \$300,000 in PDC resources, provided the project’s hard construction costs are greater than \$200,000. **ALSO**, PDC has established a 20% utilization goal for the 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. **The goal is calculated as 20% of the project’s Hard Construction Costs and 20% of Professional Services Costs, specifically architectural, engineering or technical service provider, if applicable (excluding overhead, administration or taxes).** The Developer/Borrower through their prime contractor *and/or consultant* is expected to meet the 20% utilization goal. **When the Developer/Borrower through their Prime Contractor *and/or Prime Consultant* meets the business equity goal with majority ESB participation, the Developer/Borrower through their Prime Contractor *and/or Prime Consultant* must document that all reasonable and necessary steps have been taken to contract with M/W/DBE firms for each scope of work anticipated to result in a subcontract of \$2,500 or greater. In the event that this goal is not met, the Developer/Borrower will be considered non responsive and the loan rejected.** If the Developer/Borrower is deemed non responsive, they will be provided an opportunity for reconsideration in writing, followed by a personal appearance with the reconsideration official, if desired. As part of the reconsideration process, the Developer/Borrower is required to submit proof showing that all reasonable and necessary steps were taken to contract with Certified subcontractors *and/or subconsultants*. PDC will submit a written decision on reconsideration, explaining, if applicable, the basis for finding that the Developer/Borrower did not meet the goal or make adequate reasonable and necessary steps to do so.

#### **2. EFFORTS REQUIRED REGARDING CERTIFIED FIRMS**

The Developer/Borrower through their Prime Contractor *and/or Prime Consultant* is required to make all reasonable and necessary steps to contract with Certified firms for each scope of work anticipated to result in a subcontract of \$2,500 or greater. Outreach is encouraged for all subcontract, subconsultant and supplier opportunities. Also, the Developer/Borrower is required to submit a plan that addresses proposed methods of implementing the Business Equity Program on large construction or design projects (as determined by PDC).

Prime Contractors who intend to self-perform more than 10% of the trade work to complete a project or an entire Construction Specifications Institute (CSI) Master Format trade division (e.g., excluding superintendence, supervision, mobilization, etc.) will be required to have the written authorization of 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 criteria. **These requirements are contractual obligations and are included in the development/loan agreement. Failure to comply may result in a finding of breach of contract, disqualification of the Developer/Borrower to receive PDC funds in the future, or a claim for damages.**

**NOTE: Documented outreach is not required for scopes of work anticipated to result in a subcontract of \$2,500 or**

less under these provisions but is encouraged.

### Who to contact

For *each* scope of work identified in these documents that will be performed by a subcontractor *and/or subconsultant*, unless a Certified subcontractor *and/or subconsultant* is directly selected for the work, the Prime Contractor *and/or Prime Consultant* **must** contact:

Every Certified firm that attended the pre-bid meeting (if one was held) *or requested a Request for Proposal (RFP)* who specializes in a scope of work that will be subcontracted and/or subconsulted.

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

**The Metropolitan Contractors' Assistance Program (MCIP)** for assistance with identifying and contacting capable and available Certified firms. MICP can be reached at: Office: 503-288-1211 · Fax: 503-288-5786 · Email:

[Chris@mcip-pdx.org](mailto:Chris@mcip-pdx.org): [www.mcip-pdx.org](http://www.mcip-pdx.org)

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

In addition to the above, a minimum of five (5) Certified firms from the **Office of Minority, Women and Emerging Small Business Certification Directory** must be contacted in each division of work identified for subcontracting *and/or subconsulting*. If there are less than 5 firms listed for a particular scope of work, *all* of the contractors *or consultants* in that scope must be contacted. [The **Office of Minority, Women and Emerging Small Business** web site:

<http://www4.cbs.state.or.us/ex/dir/omwesb/>]

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

**In the case of architectural, engineering and professional-technical service providers (A/E/PT) subconsulting opportunities, the Developer/Borrower through their Prime Consultant must post the opportunity(s) on the Lateral Agile Partnerships (NAME SUBJECT TO CHANGE) website; and solicit subconsultant fees from Certified firms whose qualifications match the opportunity.** A minimum of three (3) Certified firms must be solicited for each subconsulting opportunity specialty identified. If there are less than three (3) firms available for solicitation, *all* consultants in the opportunity specialty must be solicited.

[LAPs is an online collaborative network custom designed (and sponsored by PDC) for posting consulting opportunities with the objective of identifying a 'short-list' of Certified firms whose qualifications match the requested service areas. Once Certified consultants are screened and their qualifications and certification status verified, they may post their profiles on the network.]

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

### When to contact

The Developer/Borrower through their Prime Contractor *and/or Prime Consultant* shall make first contact with each Certified subcontractor/subconsultant a minimum of fourteen (14) business days before bids/fees are due. Any changes or amendments to this schedule must be approved in writing by PDC. Any extended time for the preparation of bids/fees allowed to non-Certified subcontractors/subconsultants must also be extended to Certified subcontractors/subconsultants and verified in writing.

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

### How to contact

*First Contact:* The Developer/Borrower through their Prime Contractor *and/or Prime Consultant*, shall contact Certified subcontractors *and/or subconsultants* by letter, fax or E-mail to advise them of potential subcontracting *and/or subconsulting* opportunities.

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

*Follow-up:* The Developer/Borrower through their Prime Contractor *and/or Prime Consultant*, shall follow up with telephone calls to each Certified firm contacted to determine if a bid/fee will be submitted or if further information is required. A firm need not be contacted if that firm responds to the first contact with a statement that the firm will not bid or submit a fee on this project.

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

## Information that must be provided

The Developer/Borrower through their Prime Contractor *and Prime Consultant* must provide project information, including dates and times bids/fees are due, to Certified firms.

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

### 3. SUBSTITUTION OR ADDITION OF SUBCONTRACTORS/SUBCONSULTANTS

The Developer/Borrower through their Prime Contractor *and/or Prime Consultant* will not be permitted to substitute a new subcontractor *and/or subconsultant* for a Certified subcontractor/ *and/or subconsultant* without the written consent of PDC.

If any 1<sup>st</sup> tier subcontractor *or subconsultant* is added or replaced after the Subcontractor/ *Subconsultant* and Self Perform Work List (**FORM 1**) has been submitted, the Prime Contractor *and/or Prime Consultant*, shall make all reasonable and necessary efforts to contract with a Certified firm for the work to be performed by that subcontractor *and/or subconsultant*. Documentation of these efforts is required, and must be submitted to PDC. If the Prime Contractor *and/or Prime Consultant* find cause to replace a Certified firm, PDC strongly encourages substitution with either a Certified subcontractor *and/or subconsultant*. The Prime Contractor *and/or Prime Consultant* shall report substitutions to PDC for the purposes of tracking and reporting overall utilization.

**NOTE: For the purposes of the Certified firm Recruitment Guidelines / Process Requirements a first tier subcontractor/subconsultant is any construction contractor *or consultant* who has (or is anticipated to have) a direct contractual relationship to the prime contractor/*prime consultant*, specific to this project.**

### 4. SUBMISSION OF REQUIRED DOCUMENTATION OF SUBCONTRACTOR AND/OR SUBCONSULTANT PARTICIPATION AND BUSINESS EQUITY RECRUITMENT AND PARTICIPATION EFFORTS

#### One (1) Week Prior to Loan Closing and Construction Start:

- Business Equity (FORM 1) Submit a Subcontractor/Subconsultant And Self-Perform Work List on FORM 1 (or equivalent) showing **ALL** first-tier subcontractors *and subconsultants* and first-tier material suppliers to be used on this contract. Suppliers will be calculated as part of the 20% utilization. Certified 2<sup>nd</sup> tier subcontractors *and subconsultants* and 2<sup>nd</sup> tier suppliers may be considered as part of the business equity recruitment and participation efforts if the 20% business equity goal is not attained. Certified 2<sup>nd</sup> tier subcontractors *and subconsultants* and 2<sup>nd</sup> tier suppliers should be listed on Form 1 and Form 4 (monthly report) with a clear indication of which first tier subcontractor *and subconsultant* they are working for on this project. Additionally, the Developer/Borrower through their Prime Contractor *and/or Prime Consultant* shall identify **ALL** divisions of work (DOW) to be self-performed. **If the Developer/Borrower through their Prime Contractor *and/or Prime Consultant* does not account for all DOW, it will result in the Developer/Borrower being non-responsive and the loan rejected.**

#### **PLEASE NOTE. IF PDC APPROVES THE BUSINESS EQUITY PARTICIPATION SUBMITTED ON BUSINESS EQUITY (FORM 1) THE FOLLOWING SUBMITTALS MAY NOT REQUIRED:**

- Log of contacts with 1<sup>st</sup> tier Certified firms (FORM 2) Submit a completed log of contacts with Certified firms on FORM 2 (or equivalent). The Developer/Borrower through their Prime Contractor *and/or Prime Consultant* shall provide **ALL** required information in each column as applicable. **Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**
- Copy of letter, email or fax sent to Certified firms. Submit one copy of the letter, email or fax sent to Certified firms to solicit bids/fees for this project. If more than one form of letter, email or fax was sent, submit a copy of each form sent. The Developer/Borrower through their Prime Contractor *and/or Prime Consultant* shall submit additional information upon request if the PDC believes it needs to clarify their reasonable and necessary steps expended to achieve business equity utilization. **Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**
- List of 1<sup>st</sup> tier Certified Bids/Fees (FORM 3): Submit FORM 3 (or equivalent) providing **ALL** the requested

information. **Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

- Documentation that **The Metropolitan Contractors' Assistance Program (MCIP)** was contacted for assistance with identifying and contacting capable and available Certified firms. **Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**
- Documentation of the implementation of a PDC approved **Equity Contractor Development Program** or **Mentor-Protégé Program** (the 'Program') may be considered as part of the business equity recruitment and participation efforts if the 20% business equity goal is not attained. PDC approval of the submitted 'Program' must be obtained in writing one (1) week prior to loan closing and construction start. The submitted documentation must verify that the 'Program' implementation preceded the loan closing date by three (3) months. **Failure to meet all the stipulated criteria of the 'Program' documentation will result in the Developer/Borrower being non-responsive and their submittal deemed not eligible as part of the business equity recruitment and participation efforts.**

**NOTE: Outreach documentation can be submitted after the construction/*design* start date for projects with a phased bid or fee process. Failure to provide all requested reasonable and necessary steps expended to achieve business equity utilization documentation by the Developer/Borrower may affect the Developer/Borrower's eligibility to participate on future PDC-supported projects.**

#### **5. DOCUMENTATION TO BE SUBMITTED MONTHLY DURING THE PROJECT: Documentation to be submitted monthly during project:**

- Monthly Subcontractor/ Subconsultant Payment and Utilization Report: (Form 4): The Developer/Borrower through their Prime Contractor *and/or* Prime Consultant shall list the contract amounts and payment amounts on Form 4 to all subcontractors *and/or* subconsultants (including Certified subcontractors *and/or* subconsultants) previously listed on Form 1.
- Report Submission: Monthly reports are due by the 15<sup>th</sup> day of the month for work performed the prior month. The Developer/Borrower through their Prime Contractor *and/or* Prime Consultant, as part of the final disbursement/payment, shall submit a Final Report documenting all subcontracting *and/or* subconsulting. Failure to submit timely Subcontracting *and/or* Subconsulting Payment and Utilizations Reports may result in a delay in processing applications for disbursement/payment.

#### **6. OPTIONAL REASONABLE AND NECESSARY STEPS EXPENDED TO ACHIEVE BUSINESS EQUITY UTILIZATION**

Prime Contractors/*Prime Consultants* should also consider efforts such as:

- Advertisements in ethnic newspapers and small business trade journals.
- Alternative methods of participation with Certified firms through arrangements such as joint ventures, negotiated subcontract agreements and competitive bids.
- Purchase of construction materials and equipment from Certified suppliers.
- Providing information on subcontracting and *subconsulting* opportunities to PDC for posting on the PDC website and distributing to interested Certified firms.

**PORTLAND DEVELOPMENT COMMISSION  
BUSINESS EQUITY PROGRAM (BEP)  
SUBCONTRACTOR/SUBCONSULTANT AND SELF-PERFORM WORK LIST  
(FORM 1)**

NOTE: IF THE PRIME CONTRACTOR/PRIME CONSULTANT IS NOT USING ANY SUBCONTRACTORS/SUBCONSULTANTS ON THIS PROJECT, THE PRIME CONTRACTOR MAY WRITE "SELF PERFORMING ALL WORK" ON THE FORM

Prime Contractor/ Consultant:		Hard Construction Cost/ Consultant Fee:	
Project Name:		Date:	

**PRIME CONTRACTOR SELF-PERFORMING:** Identify below, all Divisions of Work (DOW) to be self-performed. The value of the self-performed work must be 10% or less of the total contract value. Otherwise, all reasonable and necessary steps to subcontract/subconsult are required.

<u>DOW (INCLUDING COST/FEE) PRIME CONTRACTOR/CONSULTANT WILL SELF PERFORM</u>

**PRIME CONTRACTOR/CONSULTANT MUST DISCLOSE AND LIST ALL SUBCONTRACTORS/SUBCONSULTANTS** including those Certified firms that you intend to use on the project

List all subcontractors/subconsultants below. Use correct legal Name of Firm.				DOW (i.e., Architectural, Engineering, Painting, Landscaping, Electrical, Etc.)	DOLLAR AMOUNT OF SUBCONTRACT/ FEE	If Certified Firm, Check box and fill in Cert. #			
Name		Fax				<b>MBE</b>	<b>WBE</b>	<b>DBE</b>	<b>ESB</b>
Address									
City/St/Zip									
Phone #									
Email									
CCB #									
Fed. ID #									
						Cert#			
Name		Fax				<b>MBE</b>	<b>WBE</b>	<b>DBE</b>	<b>ESB</b>
Address									
City/St/Zip									
Phone #									
Email									
CCB #									
Fed. ID #									
						Cert#			
Name		Fax				<b>MBE</b>	<b>WBE</b>	<b>DBE</b>	<b>ESB</b>
Address									
City/St/Zip									
Phone #									
Email									
CCB #									
Fed. ID #									
						Cert#			

Completed form may be faxed *OR* Emailed to Patricia Weekley at 503-823-3368. [weekleyp@pdc.us](mailto:weekleyp@pdc.us)

**PRIME CONTRACTOR/CONSULTANT MUST DISCLOSE AND LIST ALL SUBCONTRACTORS/SUBCONSULTANTS** including those Certified firms that you intend to use on the project

List all subcontractors/subconsultants below. Use correct legal Name of Firm.				DOW (i.e., Architectural, Engineering, Painting, Landscaping, Electrical, Etc.)	DOLLAR AMOUNT OF SUBCONTRACT/FEE	If Certified Firm, Check box and fill in Cert. #						
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>			
Address						Cert#:						
City/St/Zip												
Phone #												
Email												
CCB #												
Fed. ID #												
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>			
Address						Cert#:						
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Phone #												
Email												
CCB #												
Fed. ID #												
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>			
Address						Cert#:						
City/St/Zip												
Phone #												
Email												
CCB #												
Fed. ID #												
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>			
Address						Cert#:						
City/St/Zip												
Phone #												
Email												
CCB #												
Fed. ID #												
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>			
Address						Cert#:						
City/St/Zip												
Phone #												
Email												
CCB #												
Fed. ID #												

Total Hard Construction Costs and/or Consultant Fees	
Total M/W/D/ESB Dollars	
M/W/D/ESB as a % of Hard Construction Costs and/or Consultant Fees (20% goal)	
<b>Completed form may be faxed <i>OR</i> Emailed to Patricia Weekley at 503-823-3368. <a href="mailto:weekleyp@pdc.us">weekleyp@pdc.us</a>.</b>	



**BUSINESS EQUITY PROGRAM (FORM 2)  
CERTIFIED FIRM CONTACT LOG**

Prime Contractor/Prime Consultant Name \_\_\_\_\_

Project Name \_\_\_\_\_

Prime Contractors/Prime Consultants should record their contacts with potential M/W/ESB subcontractors through use of this log or equivalent. Additional forms may be copied if needed.

Scope of Work	Name of Subcontractor/ Subconsultant	Certified Firms Yes/No				Date of Email, Fax or Letter	Phone Contact				Able to Make Contact		Submitting Quote		Quote Received	
		MBE	WBE	DBE	ESB		Date of Call	Time of Call	Name of Person Placing Call	Name of Person Receiving Call	Yes	No	Yes	No	Yes	No

Submit to: Patricia Weekley, Business and Workforce Equity, Portland Development Commission, 222 NW 5<sup>th</sup> Ave. Portland, OR 97209  
(503) 823-3057 Fax (503) 823-3368, E-mail: weekleyp@pdc.us

**BUSINESS EQUITY PROGRAM (FORM 3)  
LIST OF CERTIFIED FIRMS BIDS/FEES RECEIVED/ REJECTED**

Please list below all bids/fees received from Certified firms that were rejected and provide requested information. Quotes/Fees were received from the following Certified firms:

Firm Name	Scope of Work	Bid/Fee Amount	Bid/Fee To Be Used		Indicate whether firm is M/W/D/ESB	Reason for Rejection
			Yes	No		

Submit to: Patricia Weekley, Business and Workforce Equity, Portland Development Commission 222 NW 5<sup>th</sup> Ave. Portland, OR 97209 (503) 823-3057 Fax# (503) 823-3368, E-mail: weekleyp@pdc.us

**MONTHLY SUBCONTRACTOR/SUBCONSULTANT PAYMENT AND UTILIZATION REPORT (FORM 4)**

Project Name \_\_\_\_\_  
 Prime Contractor/Prime Consultant \_\_\_\_\_

Hard Construction/Professional Service Cost\$ \_\_\_\_\_  
 Report Dates (Beginning & Ending) \_\_\_\_\_

List all First Tier Subcontracts/Fees & First Tier Suppliers*	Original Subcontract/ Subconsultant \$Amount	Amended Subcontract/Subconsultant \$Amount	Payments made this month	Retainage this Month	Payments Made to Date	Retainage to Date

**IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.**

**Authorized Signature of Contractor/Consultant Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

Completed form may be faxed to: Paula Wendorf (503) 823-1090

For additional information contact:  
 Patricia Weekley, Business and Workforce Equity, Portland Development Commission, 222 NW 5<sup>th</sup> Ave., Portland, OR 97209  
 (503) 823-3057 Fax# 503 823-3368 E-mail: [weekleyp@pdc.us](mailto:weekleyp@pdc.us)

\*See instructions on next page for 2<sup>nd</sup> tier subcontractors.

## INSTRUCTIONS FOR COMPLETING THE SUBCONTRACTORS/SUBCONSULTANT PAYMENT AND UTILIZATION REPORT

1. **PROJECT NAME:** Indicate the project name as shown on the contract documents.
2. **PRIME CONTRACTOR/PRIME CONSULTANT:** Indicate the name of the prime contractor.
3. **PRIME CONTRACT AMOUNT:** Indicate the total dollar amount of the prime contract.
4. **REPORT DATES:** Indicate the beginning and ending dates corresponding to the progress payment period or use calendar month.  
Example: 1/1/10 thru 1/31/10. Reports should be sequential and not overlap.
5. **SUBCONTRACTOR/SUBCONSULTANT NAME:** List the names of all first-tier subcontractors and first-tier material suppliers having performed work on this project during the reporting period.
6. **ORIGINAL SUBCONTRACT/FEE AMOUNT:** Indicate the dollar amount for each subcontract at time of award.
7. **AMENDED SUBCONTRACT/FEE AMOUNT:** Indicate the cumulative dollar value of each contract with any changes.
8. **PAYMENTS MADE THIS REPORTING MONTH:** Enter payments made to the subcontractor for the reporting month excluding retainage.
9. **RETAINAGE FOR THIS MONTH:** Enter retainage withheld for reporting month.
10. **PAYMENTS MADE TO DATE:** Cumulative payments made to date including amounts for current report excluding any retainage.
11. **RETAINAGE TO DATE:** Cumulative retainage withheld to date including amounts on current report.
12. **SECOND TIER SUBCONTRACTORS/SUBCONSULTANTS:** Certified 2<sup>nd</sup> tier subcontractors/subconsultants and 2<sup>nd</sup> tier suppliers may be considered as part of the good faith effort requirements if 20% goal is not attained. Certified 2<sup>nd</sup> tier subcontractors/subconsultants and 2<sup>nd</sup> tier suppliers should be listed on Form 1 and Form 4 (monthly report) with a clear indication of which first tier subcontractors/subconsultants they are working for on this project.

The Monthly Subcontractor/Subconsultant Payment and Utilization Reports are due by the 15<sup>th</sup> day of the month for work performed for the prior month. Completed form may be faxed to: Paula Wendorf (503) 823-1090

For additional Information:

Patricia Weekley (503) 823-3057  
Portland Development Commission

Fax (503) 823-3368  
E-mail: [weekleyp@pdc.us](mailto:weekleyp@pdc.us)

**RESOLUTION NO. 7145**

**RESOLUTION TITLE:**

AUTHORIZING A GRANT TO LAN SU CHINESE GARDEN

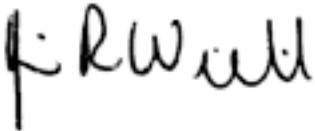
Adopted by the Portland Development Commission on September 9, 2015

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Tom Kelly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Gustavo Cruz, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Aneshka Dickson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Mark Edlen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner William Myers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Regular Agenda		

**CERTIFICATION**

**The undersigned hereby certifies that:**

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

	<p><b>Date:</b></p> <p>September 10, 2015</p>
<p><b>Gina Wiedrick, Recording Secretary</b></p>	