



## CONTRACT AND PROCUREMENT ASSISTANCE PROGRAM FOR CDBG FUNDED PUBLIC WORKS PROJECTS

**Including:**

- ❖ Attachment A: GENERAL REQUIREMENTS
- ❖ Attachment B: EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
- ❖ Attachment C: LABOR STANDARDS REQUIREMENTS
- ❖ Attachment D: DATA REQUIREMENTS
- ❖ Attachment E: SECTION 3 REQUIREMENTS
  
- ❖ NOTE: Environmental Review procedures.

## I. SUMMARY

In compliance with regulations issued by the U.S. Department of Housing and Urban Development (HUD), Pierce County has established a policy to foster an environment that encourages economic growth and diversification, business development and retention, capital formation and investment, increases competition, reduces unemployment, and promotes business development in Pierce County. That policy is defined herein and is to be incorporated in all County and Subgrantee contracts for capital improvements funded in whole or in part with HUD funds.

The program authorizes the implementation of assistance to women and minority owned businesses certified by the State Office of Minority and Women's Business Enterprise (OMWBE) to counter the effects of past and present discrimination in the contracting industry and to prevent the County from becoming a passive participant in the perpetuation of racial and sexual discrimination. NOTE: Federally funded projects are not subject to Initiative I-200. Further, the program provides that the County's construction contractors, subcontractors and suppliers shall not unlawfully discriminate against their employees or applicants for employment on the basis of race, sex, color, creed, age, national origin, or the presence of any sensory, mental or physical handicap. It requires that construction contractors and their subcontractors comply with certain federal contracting and labor standards laws and practices. The program also provides that all parties doing business with the County shall be encouraged to utilize local businesses and Pierce County residents where qualifications and cost effectiveness are deemed competitive.

Consistent with that policy and program, Pierce County has defined regulations for assistance to certified women and minority owned businesses, and for implementing equal employment opportunities, HUD Section 3 requirements and labor standards which are contained in the following attachments.

## II. GENERAL REQUIREMENTS

### A. SCOPE

These regulations are applicable to all County public works project funded in whole or in part with HUD, Community Development Block Grant monies. Each such project will be individually evaluated by Pierce County to determine what opportunities exist for procurement of supplies and subcontracting.

The Pierce County Department of Community and Economic Development (DC&ED) will entertain written requests for waiver or reduction of any goal(s) indicated in these regulations provided that such request for waiver is to be submitted to DC&ED no less than 7 calendar days prior to the date required for the submittal of bids and is to be supported by evidence that the stated goal(s) is (are) inappropriate for the particular project. In the event that any goal is waived or reduced prior to bid, all planholders will be formally notified of that waiver prior to the bid date and, if necessary, the bid date will be rescheduled.

## II. DEFINITIONS

- A. The following definitions are applicable to all regulations contained in these specifications. All words shall have their ordinary and usual meanings except those defined in this section which shall have in addition, the meaning set forth below.
1. "Affirmative Efforts" or "Affirmative Action" shall mean vigorous, good faith attempts on the part of a contractor or subcontractor to comply with the various requirements of this program.
  2. "Commercially Useful Function," shall mean the performance of real and actual services in the discharge of any contractual endeavor. The contractor must perform a distinct element of work that the business has the skill and expertise as well as the responsibility of actually performing, managing and supervising. In determining whether a business is performing a commercially useful function, factors, including but not limited to the following, will be considered:
    - a) Whether the business has the skill and expertise to perform work for which it is being/has been selected to perform;
    - b) Whether the business actually performs, manages and supervises the work for which it is being/has been selected to perform; and
  3. "Contract Awarding Authority," shall mean the Pierce County Executive or any person authorized by the Executive to enter into a contractual arrangement binding Pierce County.
  4. "Contractor" or "Prime Contractor" shall mean any person, partnership, corporation, or other type of business entity that has a contract directly with Pierce County for the provision of goods and/or services.
  5. "Department," shall refer to any department as defined by Pierce County ordinance or other applicable law and shall include all County agencies not associated with a department. These agencies shall similarly discharge those duties this chapter requires of departments and shall include the Pierce County Prosecuting Attorney, the Pierce County Assessor, and the Pierce County Council.
  6. "Equal Employment Opportunity" shall mean the opportunity for all contractor, subcontractor and supplier employees and applicants for employment to be treated fairly and equally throughout their relationships with those firms without unlawful discrimination.
  7. "Front" shall mean a business that purports to be a minority or women's business but which is actually owned and/or controlled by a non-minority or male (respectively) in a manner that is inconsistent with the requirements of certification.
  8. "Good Faith Effort" shall mean that real and positive effort by a contractor, subcontractor or supplier to meet affirmative action, equal opportunity and Section 3 requirements. In addition, it shall mean that commitment by a bidder on Pierce County public works projects to meet the MBE and WBE participation goals established by the County for that project. In the event that the low bidder does not commit to meet the stated goals, and that those goals have not been formally waived or reduced, a "good faith effort" shall consist of the bidder's commitment in his/her bid to equal or exceed the average participation achieved by all other responsive bidders on that project.
  9. "HUD" means the U. S. Department of Housing and Urban Development.

10. "Joint Venture," shall mean an association of two or more persons, partnerships, corporations or any combination of them, established to carry on a single business activity which is limited in scope or direction. The degree to which a joint venture may satisfy relevant utilization goals cannot exceed the proportionate interest of the minority/women's business held as a member of the joint venture in the work to be performed. The agreement establishing the joint venture, partnership or other multi-entity relationship shall be in writing. Further, minority/women's participation in a joint venture shall be based on sharing of real economic interest in the venture and shall include proportionate control over management, interest in capital acquired by the joint venture, and interest in earnings.
11. "Low Responsive Bid" During the bidding process for Pierce County public works projects, that bid which:
  - a) Is the lowest of all acceptable bids received;
  - b) Conforms to the bid specifications in all material respects;
  - c) Is within the range of acceptable bids;
  - d) Demonstrates that the bidder has the ability to successfully complete the project; and
  - e) Is submitted by a bidder who has attended the mandatory pre-bid conference presented by the County when such conference is scheduled as part of the bid process.
12. "Manufacturer" means a business engaged in the process of producing, assembling, or fabricating goods for sale to others, or of providing those goods directly from raw materials (not as a broker). In this document, wherever the term "Supplier" is used, it generally shall be interpreted to include manufacturers unless to do so would be contrary to normal usage.
13. "Minority Business," means a business certified by the Office of Minority and Women's Businesses of the State of Washington as a minority business enterprise that is owned and controlled by a minority person or persons as defined in this section.
14. "Minority or Minorities" means a person who is a citizen or legal resident of the United States and who is a member of one or more of the following historically disadvantaged racial or ethnic groups:
  - a) Black: Having origins in any of the Black racial groups of Africa;
  - b) Hispanic: Of Mexican, Puerto Rican, Cuban, or Central or South American culture or origin.
  - c) Asian: Having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; and,
  - d) Native American: Having origins in any of the original American Indian or Alaskan Native peoples of North America.

15. "OFCCP" is the Office of Federal Contract Compliance Programs of the U.S. Department of Labor. This office has responsibility for administration of federal Executive Order 11246.
16. "OMWBE" shall mean the Washington State Office of Minority and Women's Business Enterprises.
17. "Owned and Controlled," shall, for the purposes of determining whether a business is a "minority business" or a "women's business", mean that minorities or women respectively shall possess:
  - a) Ownership of at least fifty one percent interest in the business, where:
    - (1) The ownership shall be real and continuing, and shall go beyond the pro forma ownership of the businesses reflected in the ownership documents.
    - (2) The minority or women owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interests, as demonstrated by an examination of the substance, rather than the form, of arrangements.
  - b) Control over management, interest in capital, interest in profit or loss and contributions to capital, equipment and expertise on which the claim of minority or women-owned status under this chapter is based. The minority or women owners must possess and exercise the legal power to direct the management and policies of the business and to make the day-to-day as well as major decisions on matters of management, policy, and operations. If the owners of the business who are not minorities or women are disproportionately responsible for the operation of the business, then the business is not controlled by minorities or women respectively. The business must be owned, controlled and managed on a day-to-day, full-time basis by the minority or women owner(s).
  - c) Ownership and control shall be measured as though not subject to the community property interest of a spouse if both spouses certify that:
    - (1) Only one spouse participates in the management of the business;
    - (2) The nonparticipating spouse relinquishes control over his/her community property interest in the subject business.
18. "Owner" means the legal entity that will have ultimate control of and authority over the finished public work. For HUD, Community Development Block Grant funded public works; the owner is either Pierce County or one of Pierce County's Subgrantees. In most instances where a Subgrantee is the owner of the project, Pierce County has been authorized by the owner (Subgrantee) to act for it in the implementation of the project.
19. "Pierce County" or the "County" is the legally constituted government of the County of Pierce, State of Washington, USA. As used in this document, Pierce County is synonymous with owner.
20. "Public Works Contracts" shall mean, those legally enforceable contractual arrangements outlining the relationship between Pierce County and its prime contractors for the construction, repair, alteration, or improvement (other than maintenance) of buildings, parks, airports, streets, sewers, water systems or other improvements to real property as described and defined in RCW 39.04.

21. "Section 3" refers to a business located in Pierce County or owned by a Pierce County resident. Section 3 shall also refer to lower income residents of Pierce County as defined by HUD.
22. "Small Business Concern" means a small business as defined pursuant to the Federal Small Business Act and relevant regulations.
23. "Subcontractor" shall mean a business under contract to a prime contractor, or another subcontractor to perform specific construction related services on this public works project and who may also supply goods or materials along with those services.
24. "Subgrantee" is a municipality or public or private agency which is the recipient of a grant for funding assistance from the Pierce County Department of Community and Economic Development as part of Pierce County's Community Development Block Grant Program.
25. "Supplier" means a business, which will provide goods (but not services), to a prime contractor or subcontractor on this project.
26. "Women" or "Female" used interchangeably within this document to denote a person of the feminine gender. Please note that unless these terms are specifically used to set women apart from men, that these specifications are, for all intents and purposes, gender neutral.
27. "Women's Business," means a business certified by the Office of Minority and Women Business Enterprises of the State of Washington as a women's business enterprise and which is owned and controlled by women.

### III. RECORDS

The prime contractor and any of its subcontractors or suppliers shall, upon request of Pierce County, the State of Washington, or the federal government (as appropriate), submit and/or make available for inspection, examination, audit and/or copying, all business records, papers, transcriptions, or copies of records and other documents or data relating to this public works project in any manner which is deemed necessary and appropriate by Pierce County or other authorized agency. Failure to provide such data or documents in a timely manner may result in suspension or termination of the contract, suspension of payments due hereunder, or other appropriate action.

### IV. PIERCE COUNTY BUSINESS AND EMPLOYEES

As noted in its policy statements, Pierce County has identified discrimination in the areas of public works contracting and employment within the boundaries of Pierce County. Therefore, actions taken to counter the effects of such discrimination or to provide economic assistance should be directed, to the greatest degree possible, to those women and minority firms normally doing business within Pierce County and to those individuals regularly employed in Pierce County.

### V. COMPLIANCE

The Pierce County Department of Community Services (DCS) (in consultation with management and the Pierce County Prosecuting Attorney) is solely responsible for interpretation of and determining compliance with the Contract and Procurement Assistance Program. All references in this program to Pierce County shall mean DCS and all documentation specified in this program to be delivered to Pierce County shall be directed to

DCS. The DCS compliance officer for this public works project may be reached by calling (253) 798-7205.

## **VI. ~~CLOSEOUT & RETAINAGE NA~~**

~~Retainage, in the amount of 5 percent of the contract value, shall be withheld from payments due the contractor in accordance with applicable state law. The contractor has 3 options: it may have retainage placed in an interest bearing savings account; an escrow account; or the owner may retain the funds without interest. Closeout of this public works contract and the subsequent release of the contractor's retainage shall not be authorized until all of the requirements of this contract and procurement assistance program, including the provision of required documentation and data, have been fulfilled, as evidenced by a final release from DCS. Contractor shall inform owner which option it selects at the pre-construction conference. If the contractor elects the savings account or escrow account option, it shall complete the appropriate form contained herein and shall return that form with the signed contract documents.~~

## **VII. LEAD-BASED PAINT HAZARDS**

For any public works project associated with the construction or rehabilitation of residential structures constructed prior to 1978, and/or where children under 6 years of age have access to painted surfaces, the contractor and subcontractors will comply with federal regulations concerning the elimination of lead-based paint hazards.

## **VIII. BIDDER CERTIFICATION**

As part of its bid package, each bidder will provide a copy of its "Contractor's License" to verify that such does exist. Also, each bidder will certify that it is, or is not involved in any litigation or regulatory action at time of the bid. If they are, the bidder is required to provide applicable information including the parties involved, dates, places, courts, and a brief synopsis of the details. Failure to provide this information, or failure to provide accurate information, may render the bid non-responsive or give the County the right to cancel the contract or apply other legal or administrative remedies.

## **IX. ENDANGERED SPECIES**

Federal construction projects are subject to the provisions of the Endangered Species Act. No activities shall be knowingly undertaken by the Contractor that might possibly have a detrimental effect on any endangered or threatened species without an appropriate biological assessment and environmental determination. Bidders and contractors are advised to immediately notify DCS of any activity associated with the project they believe **might** be detrimental to those species and not to proceed until advised by DCS to do so.

## I. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

- A. Contractors and subcontractors shall comply with the EEO and training specifications and requirements herein and in various federal, state and local requirements pertaining to the utilization of minorities and women as employees and trainees on this public works project. In addition, the bidder (prime contractor) and its subcontractors and suppliers shall not unlawfully discriminate against any employee, or applicant for employment on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap.

## II. GOALS

- A. Pursuant to applicable federal and local regulations and requirements, the County has established separate and distinct goals for minority and women employment for this public works contract and all subcontracts in the amount of:
1. 12.2% - 15% for employment of minorities; and
  2. 6.9% for employment of women.

## III. SCOPE

- A. These goals are for the contractor's and each subcontractor's aggregate workforce in each trade on all public works construction in Pierce County, whether or not such work is funded by the County.
- B. To the best of the contractor's/subcontractor's ability, the hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor/subcontractor shall make a "good faith effort" to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of the intent of this provision. Compliance with the goals will be measured against the total work hours performed.
- C. Pierce County does not require the contractor/subcontractor to terminate, layoff, or re-assign any person employed by the contractor/subcontractor as part of its full-time staff at the commencement of this public works project in order to achieve these goals and "good faith efforts"; however, should the contractor/subcontractor add new apprentices, employees or trainees to its Pierce County area workforce during the life of this public works contract, then that contractor/subcontractor shall make a "good faith effort" to meet the minority and women employment goals in accordance with the specifications set forth herein.

#### IV. EEO CONTRACT COMPLIANCE

- A. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade on this public works contract, it shall specifically include in writing in each subcontract in excess of \$10,000, the provisions of Pierce County's Contract and Procurement Assistance Program.
- B. The contractor/subcontractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- C. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor/subcontractor has a collective bargaining agreement, to refer either minorities or women, shall excuse the contractor's or subcontractor's obligations under these specifications. The contractor/subcontractor shall have the specific obligation of advising all unions with which it is affiliated of its specific needs for women and minority employees and to document and report any failure to refer women or minorities when requested.
- D. Contractors and subcontractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of the affirmative action obligations listed in items F.1 through F.16 below. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor or subcontractor is a member and participant, may be asserted as fulfilling any one or more of its obligations (under items F.1. through F.16. of this Attachment C) provided that the contractor or subcontractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in minority and female workforce participation, makes a "good faith effort" to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on its behalf. The obligation to comply, however, is the contractor's or subcontractor's and failure of such a group to fulfill an obligation shall not be a defense for a contractor's or subcontractor's noncompliance.
- E. The minority and women's employment goals set forth in these specifications are expressed as percentages of the total hours of employment and training of minorities and females by the contractor/subcontractor on this project. The "good faith effort" applies to all construction trades in which the contractor/subcontractor has employees on the project. The contractor/subcontractor is expected to make substantially uniform progress toward its "good faith effort" in each craft during the life of the contract.
- F. The contractor and each of its subcontractors shall take the following specific affirmative actions, or comparable actions at least as extensive, to ensure equal employment opportunity is provided to all eligible women and minorities. The

evaluation of the contractor's/subcontractor's compliance with these specifications shall be based upon efforts to achieve maximum results from its actions. Those actions should be fully documented and should include:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's or subcontractor's employees are assigned to work. The employer, where possible, will assign two or more women to each public works project. The employer shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the employer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the employer or its unions have employment opportunities available, and maintain a record of the organization's responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If an individual was sent to the union hiring hall for referral and was not referred back by the union or, if referred back, was not employed by the contractor/subcontractor, that shall be documented in the file with the reason therefore, along with whatever additional actions may have been taken.
4. Provide immediate written notification to the County and to the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) when the union or unions with which the contractor/subcontractor has a collective bargaining agreement has not referred back a minority person or woman sent to them, or when the contractor/subcontractor has other information that the union referral process has impeded the employer's efforts to meet its obligations.
5. When specifically required by the contract, develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the State Department of Labor and Industries. The employer shall provide notice of these programs to the sources compiled under item F.2. of this Attachment C.
6. Disseminate the employer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the employer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where public works construction is performed.
7. Review, at least annually, the employer's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction at any public works job-site. A written

record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the employer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the employer's EEO policy with other contractors and subcontractors with whom the employer does or anticipates doing business.
9. Direct recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the employer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the employer shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site of the public work and in other areas of the employer's workforce.
11. Validate all tests and other selection requirements where there is an obligation to do so under Federal law or regulations (41 CFR Part 60-3).
12. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for (through appropriate training, etc.) such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the employer's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the employer's EEO policies and affirmative action obligations.

- G. In meeting the goals, apprentices and trainees must be employed by the employer during the training period, and the employer must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Apprentices and trainees must be enrolled in training programs approved by the Washington State Department of Labor and Industries.
- H. The employer shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- I. The employer shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, employers shall not be required to maintain separate records.
- J. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for hiring of local or other area residents under other programs.
- K. The contractor/subcontractor shall submit monthly (by the 5th) to OFCCP with a copy to Pierce County, a form 257 (Monthly Employee Utilization Report).

## **V. CERTIFICATION OF NON-SEGREGATED FACILITIES**

- A. Each bidder shall submit with its bid, and each subcontractor subsequently employed shall furnish at the pre-construction meeting or beginning work, a Certification of Non-segregated Facilities as set forth in Attachment E. All requests to sublet, assign or otherwise dispose of any portion of this contract, at any level, shall be accompanied by evidence of this certification.

## I. APPLICABILITY

- A. Federal monies fund the project covered by this public works contract. Labor Standards clauses contained in this section meet the requirements of the Washington State Department of Labor and Industries and the U.S. Department of Labor. Specific requirements provided by the Department of Housing and Urban Development are appended in HUD-4010.

## II. MINIMUM WAGE RATES FOR LABORERS, WORKMEN AND MECHANICS

- A. Both those prevailing wage rates and fringe benefits established by the State Department of Labor and Industries pursuant to RCW 39.12 and those established by the U.S. Department of Labor pursuant to the Davis-Bacon Act, which are in effect 10 calendar days prior to opening bids, are applicable to this public works contract. Copies of both rates are attached hereto and made a part hereof.
- B. All laborers and mechanics employed or working upon the site of this public work will be paid the higher of the state or federal prevailing wage rates and benefits unconditionally, not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted in Article X. of this Attachment D.
- C. The contractor and each subcontractor shall, on or before the date of commencement or work, file an Intent To Pay Prevailing Wage form under oath with the owner and the Washington State Department of Labor and Industries, certifying the rate of hourly wages paid and to be paid each classification of laborers, workmen or mechanics employed upon the public work by the contractor or subcontractor, which rate shall not be less than the applicable State prevailing wage rates. Such statement and any subsequent statements (including the Affidavit of Wages Paid form) shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.
- D. The contractor and its subcontractors shall pay all required fees for submittal and processing of such statements directly to the Department of Labor and Industries.

NOTE: Until an approved copy of the Intent To Pay form is provided to the County, the County is prohibited by law from releasing any payment to the contractor for the public work covered by that form.

## III. FRINGE BENEFITS

- A. Fringe benefits required to be paid to laborers and mechanics may be paid in a variety of ways. Benefits may be paid directly to laborers and mechanics as an addition to their hourly wage. Benefits may also be paid directly to any union to which the laborer or mechanic belongs if authorized by a collective bargaining agreement to that effect. Benefits may also be paid to a trustee or other third person, if a plan or program specifying such payments is pre-approved by Pierce County. Or finally, benefits may be paid as some combination of the above.
- B. The hourly mix of fringe benefits and wages specified in the prevailing wage rates are, to some extent, flexible, and may be varied in particular situations provided that each employee receive a total of wages and fringes which equals the total wages and fringes specified.
- C. Where an employer has established a benefit program which requires the pre-approval of Pierce County, that contractor or subcontractor shall maintain records which show that the commitment to provide benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and which show the costs anticipated or the actual cost incurred in providing such benefits. Only employee benefit programs that meet the requirements of Article X. of this Attachment D. will be approved.
- D. Each contractor and each subcontractor employed on this public work shall make its employment and benefit records covered by this contract available for inspection by authorized representatives of Pierce County, the State of Washington or the federal government. Such representatives shall also be permitted to interview employees of the contractor or any subcontractor during working hours on the job and without interruption or intimidation.

#### **IV. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES**

- A. In some instances, the minimum wage rates prescribed in the public works contract for a class of laborers or mechanics include a fringe benefit that is not expressed as an hourly wage rate. Whenever the contractor is obligated to pay the cash equivalent of such a fringe benefit, Pierce County requires that an hourly cash equivalent be established and approved by Pierce County before the first payment to that class of laborers or mechanics.

#### **V. OVERTIME COMPENSATION**

- A. Laborers or mechanics (including watchmen or guards) employed on this public work project shall be compensated for any overtime earned for work in excess of 40 hours in any calendar week at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in any calendar week.

NOTE: In addition to the above, the federal Contract Work Hours And Safety Standards Act provides that contractors or subcontractors failing to promptly pay overtime due any employee are liable to the United States for liquidated damages in the amount of \$10 per day per employee for each calendar day such employee was required or permitted to work in excess of the standard hours without payment of overtime.

## **VI. UNDERPAYMENTS OF WAGES, BENEFITS OR OVERTIME**

- A. As noted above, contractors and subcontractors on this public work project are responsible to pay all laborers and mechanics employed on this project prevailing wages, benefits and overtime as appropriate. In case of underpayment of such wages, benefits and/or overtime by the contractor, or any subcontractor to such laborers or mechanics, the contractor and/or subcontractor shall make prompt restitution to those laborers or mechanics when directed to do so by Pierce County.
- B. Where the contractor or subcontractor fails to make prompt payment and/or restitution when directed to do so, Pierce County, in addition to such other rights as may be afforded it under this public works contract, may withhold from the contractor, out of any payments due them under this contract, or any other contract between the contractor and Pierce County containing prevailing wage requirements, so much of that payment as Pierce County may consider necessary to pay those laborers or mechanics the full amount of the prevailing wages, benefits and/or overtime required by the public works contract. The amount so withheld may be disbursed by Pierce County, for and on account of the contractor or the subcontractor, directly to the respective laborer(s) or mechanic(s) to whom the same is due, and the County may pay on the laborer(s) or mechanic(s) behalf, an amount equal to such underpaid fringe benefits to approved benefit plans, funds, programs or trusts.

In addition to the above, and if necessary to ensure payment and/or restitution, Pierce County shall request other federal or state agencies holding (or funding) a contract(s) with the contractor which contains prevailing wage requirements, to withhold from that contract(s), the amount necessary for payment or restitution of underpayments noted in A. above.

## VII. EMPLOYMENT OF APPRENTICES/TRAINEES

- A. Apprentices and trainees will be permitted to work at less than the prevailing rate for the work they perform only when they are employed and individually registered in a bona fide apprenticeship or training program registered with the State apprenticeship agency. Individuals employed in the first 90 days of probationary employment as an apprentice or trainee in such an apprenticeship and training program, who are not individually registered in the program, but who have been certified by the State apprenticeship agency to be eligible for probationary employment as an apprentice or trainee may also be permitted to work at less than the prevailing wage rate.
- B. The allowable ratio of apprentices or trainees to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his/her entire work force under the registered program.
- C. Any employee listed on a payroll at an apprentice or trainee wage rate, who is not registered or otherwise employed as stated above, shall be paid the full journeyman wage rate determined by the classification of work he/she actually performed.
- D. The contractor or subcontractor will be required to furnish to Pierce County written evidence of the registration of the apprenticeship or training program and the registration of the individual apprentices and trainees. They shall also provide the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction, all prior to utilizing any apprentices or trainees on the public work. The wage rate paid apprentices and trainees shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

## VIII. "ANTI-KICKBACK" REQUIREMENTS

- A. The federal "Copeland Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C. Section 874; and Title 40 U.S.C. Section 276c) and any amendments and addendums thereto, is applicable to this public works project and all contractors and subcontractors shall abide by its requirements.

The following is a synopsis of those requirements and should be included as written in each subcontract issued hereunder;

1. Kickbacks Prohibited

Whoever, by force, intimidation or threat of procuring dismissal of any employee, or of failure to hire any applicant for employment, or by any other manner whatsoever induces any person employed in, or who is an applicant for employment in the construction, prosecution, completion or repair of any public building or works financed in whole or in part with loans or grants from the United States government or any of its Subgrantees, to give up any part of the compensation to which the employee or applicant is entitled, shall be fined not more than \$5,000 or imprisoned not more than 5 years, or both."

## IX. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

- A. The contractor and each subcontractor shall prepare its payrolls on federal payroll form WH-347 or its own equivalent payroll form, (which form must be acceptable to Pierce County). Where the contractor or subcontractor utilizes its own payroll form, a federal "Statement of Compliance" form WH-348 shall be attached. The contractor shall maintain copies of all such payrolls of the contractor and its subcontractors in its files that shall be subject to audit and inspection by Pierce County at all times.
- B. The contractor and each subcontractor shall submit weekly to Pierce County, **no more than 7 calendar days following the last workday covered by the payroll**, an original signed copy of the payroll and "Statement of Compliance". The payrolls and basic payroll records of the contractor and each subcontractor covering all laborers and mechanics employed upon the public work covered by this contract shall be maintained during the course of the work and preserved for a period of three (3) years thereafter. They shall contain the name and address of each employee, his/her correct classification as shown in the wage determination, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. The statement of compliance shall indicate if the employee's benefits were paid directly to the individual employee, to the employee's union, or to a third party trust.

NOTE: Failure of a contractor or subcontractor to provide payrolls in a timely manner may result in delays in payment pending provision of the required documentation.

- C. Where the contractor or any subcontractor employed on this public works project does not perform any on-site activity for a full calendar week (or more), the contractor/subcontractor shall complete and submit in lieu of a weekly payroll, a "No Work Performed" statement.

## X. PAYROLL DEDUCTIONS

- A. Deductions made under the circumstances or situations described in the paragraphs of this section may be made providing that Pierce County's has been given advance notice of the contractor's/subcontractor's intent to make such deductions:
1. Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal income and social security taxes.
  2. Any deduction of sums previously paid to the employee as a bona fide pre-payment of wages when such pre-payment is made without discount or interest. A "bona fide pre-payment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
  3. Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, a subcontractor, or any affiliated person, or when collusion or collaboration exists.

4. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents; provided, however, that the following are met:
  - a) the deduction is not otherwise prohibited by law,
  - b) it is either:
    - (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
    - (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
    - (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliate person in the form of compensation,
    - (4) the deductions shall serve the convenience and interest of the employee.
5. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
6. Any deduction requested by the employee to enable him to repay loans or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
7. Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Way Funds, and similar charitable organizations.
8. Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments; provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
9. Any deduction for the "reasonable cost" of board, lodging, or other facilities provided, however, that specific recordkeeping requirements shall be instituted in compliance with applicable federal and state regulations.

NOTE: For all such deductions other than those specified above, the contractor or subcontractor will notify Pierce County of its intent to make such deduction before imposing that deduction on any of its laborers or mechanics employed on this public works project. If requested by Pierce County, said contractor or subcontractor shall immediately provide substantiating information to the County.

- B. Any contractor or subcontractor may apply to Pierce County for permission to make any deduction not permitted above. The County may grant permission whenever it finds that:

1. The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend or otherwise;
  2. The deduction is not otherwise prohibited by law;
  3. The deduction is either:
    - a) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or
    - b) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
  4. The deduction serves the convenience and interest of the employee.
- C. Any application for the making of payroll deductions as noted above shall comply with the requirements prescribed in the following paragraphs of this section:
1. The application shall be in writing and shall be addressed to the Pierce County Department of Community Services.
  2. The application shall identify the public works contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified public works projects, except upon a showing of exceptional circumstances.
  3. The application shall state affirmatively that there is compliance with the standards set forth in the provisions of this Article J. The affirmation shall be accompanied by a full statement of the facts concerning such compliance.
  4. The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
  5. The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.
- D. Pierce County and, when appropriate, the Director of the State Department of Labor and Industries or the U.S. Secretary of Labor shall decide whether or not the deduction requested under the above provisions is permissible, and shall notify the applicant in writing of its (their) decision. Deductions not elsewhere provided for and which are found not to be permissible are prohibited.

## **XI. CONTRACTORS AND SUBCONTRACTORS WHO ARE THEMSELVES PERFORMING WORK AS LABORERS AND MECHANICS**

- A. In a determination by the Comptroller General of the United States, Owners-operators, partners, single proprietors and/or officers of firms providing labor on public works contracts, must report the time they work on the public works project on a payroll in the same manner as any other employee.
- B. If the work accomplished by these individuals is principally supervisory or management work, hourly wages and total wages paid such owner-operators (etc) for that work need not be reported on those payrolls. If the owner-operator (etc) performs work that is not principally supervisory or management in nature, that person must be paid not less than the prevailing wage for that work, regardless of any agreement between the parties to the contrary, and those wages must be listed on the payroll.

## **XII. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN THE WAGE DECISION**

- A. Any class of laborers or mechanics not listed in the enclosed wage determinations, which is to be employed under this public works contract, will be classified or reclassified in conformance to the wage determination by the Washington State Department of Labor and Industries or the U.S. Department of Labor (as appropriate). The contractor will apply to Pierce County for determination of the appropriate rate and Pierce County will contact the appropriate state or federal agency. No laborer or mechanic will be employed on this public works project until and unless an appropriate wage classification has been determined.

## **XIII. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES**

The transporting of materials and supplies to or from the site of the public works project or program to which this contract pertains by the employees of the contractor or of any subcontractor, and the manufacturing or finishing of materials, articles, supplies, or equipment on the site of the public works project or program to which this contract pertains by persons employed by the contractor or by any subcontractor, shall, for the purposes of this contract, and without limiting the generality of the foregoing provisions of this public works contract, be deemed to be work to which these Labor Standards Provisions are applicable.

## **XIV. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED**

- A. No person under the age of sixteen (16) years and no person who, at the time of his/her employment, is serving sentence in a penal or correctional institution shall be employed on the public work covered by this contract.

## **XV. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS**

- A. No contractor or subcontractor debarred from receiving federal funds may be employed on this public works project. The contractor shall not subcontract any part of the work covered by this contract or permit subcontracted work to be further subcontracted without Pierce County's prior written approval of the subcontractor.
  
- B. To be considered a subcontractor on this public works project, each such firm (including firms where the owner-operator is the sole employee) must:
  - 1. Have a federal tax number;
  - 2. Be licensed by the state;
  - 3. Have a legitimate mailing address and phone;
  - 4. Provide labor with its own workforce; and
  - 5. Have a formal contract between the parties, implementing all of the requirements of the prime construction contract.
  
- C. Firms not meeting these requirements will not be considered subcontractors on this public works project (regardless of alleged contractual relationships with the prime contractor or another subcontractor) but, if utilized, will be considered an employee of that contractor or subcontractor who employed them.

**XVI. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES**

- A. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this public works contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor employed on this public works project because such employee has filed any complaint, or instituted or caused to be instituted any proceeding, or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this public works contract.

**XVII. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES**

- A. Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the public work covered by this contract shall be promptly reported by the contractor in writing to Pierce County.

**XVIII. QUESTIONS CONCERNING PREVAILING WAGES AND ASSOCIATED REGULATIONS**

- A. All questions concerning state or federal prevailing wages, benefits, overtime requirements, work hours, payroll deductions or their associated regulations shall be referred directly to Pierce County.

**XIX. POSTING WAGE DETERMINATIONS**

- A. The approved State Intent to Pay Prevailing Wage forms for the contractor and each subcontractor employed on this public works project, and the applicable federal Wage Determination, are to be posted at conspicuous points on the job site throughout the life of the project.

## XX. BREACH OF LABOR STANDARDS PROVISIONS

- A. In addition to any other causes for termination, Pierce County reserves the right to terminate this public works contract if the contractor or any subcontractor breaches or fails to comply with any of these Labor Standards Provisions.

## XXI. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

- A. The contractor shall include or cause to be included in each subcontract relating to this public works project, specific, written provisions which are consistent with these Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

## XXII. SUBMITTAL OF PAY CERTIFICATION

- A. To meet the requirement of RCW 39.12.040. the (prime) contractor shall, with every request for payment/reimbursement, complete and submit with the payment request a Contractor Payment Certification form, identifying those subcontractors whose work is included in the pay request, certifying that prevailing wages were paid to all contractor and subcontractor employees, and also certifying that required Intent to Pay Prevailing Wage forms have been provided.
- B. Requests for payment submitted without this form will not be processed for payment until the form is provided.

## XXIII. PREVAILING WAGE DECISIONS

- A. Federal and State prevailing wage decisions for this grant need to be provided in the Spec book and presented to Pierce County with Intent to Pay for all prime and subcontractors known at the Pre-Construction meeting.

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## FORMS AND DATA SUBMITTALS

B. The following data requirements are to be completed and submitted as shown:

1. DATA REQUIRED TO BE SUBMITTED WITH BID

- a) Certificate of Non-Segregated Facilities
- b) Non-Collusion Affidavit
- c) Information on Active Lawsuits or Regulatory Actions
- d) Copy of Contractor's License- Check the Debarment List on the L & I Trades and Licensing website.

2. DATA REQUIRED TO BE SUBMITTED AT PRE-CONSTRUCTION CONFERENCE

Documents for the prime contractor and for each subcontractor are identified below. Copies of required documents are to be provided at or before the pre-construction conference for the prime contractor and for all subcontractors under contract at that time. Documents for subcontractors subsequently selected, or whose contracts are subsequently signed, are to be submitted as soon as possible but no later than 5 working days after execution of the subcontract.

**NOTE:** Subcontractors whose required documentation has not been received are not and will not be authorized to begin work on the public works project until such time as the required documentation is fully provided.

- a) Contractor's and Subcontractor's Certification Form (prime and subs)
- b) Affirmative Action Plan (prime and subs)
- c) Notice To Labor Unions (prime and subs)
- d) List of Current Employees (prime and subs)
- e) Contractor's Projected Work Schedule (prime only)
- f) Subcontracts (by prime for each sub)
- g) Certificate of Non Segregated Facilities (subs only)
- h) Section 3 Bidder Representation
- i) Contractor's Retainage Escrow Agreement or Retainage Savings Agreement (prime)
- j) Section 3 Hiring & Subcontracting Opportunities Plan

3. DATA REQUIRED TO BE SUBMITTED DURING CONSTRUCTION

The following documents are required to be furnished by the prime contractor and all subcontractors (as indicated) during or immediately following the construction period. Where appropriate, periodic submittal requirements are indicated.

**NOTE:** Failure to provide required documentation when indicated may result in delays in payment or withholding retained funds until the required documentation is furnished. It is the prime contractor's responsibility to ensure required documentation for itself and all of its subcontractors is submitted on schedule.

- a) Payrolls and Certifications (prime and subs weekly)
- b) No Work Statement (prime and subs when appropriate)
- c) Intent To Pay Prevailing Wages (LI-700-29) (prime and each sub submit prior to beginning work)
- d) Affidavit Of Wages Paid (LI-700-7) (prime and each sub after completion of work)
- e) Request For Release (of state L&I tax lien LI-263-83) (prime only after all work complete and all wage affidavits approved)
- f) Contractor's Affidavit of Payment of Debts & Claims (AIA document G705 or equal)
- g) Contractor Payment Certification

**NOTE:**

- (1) Copies of all County bid forms listed in paragraph 1. are contained in appropriate bid packages provided to each bidder.
- (2) Copies of all other required forms listed in paragraphs 2. and 2., except 2.G, 3.F, 3.G, and 3.H are included in a package that will be delivered to the bidder selected as the prime contractor at the time of bid award.
- (3) 2. G., if required, may be in the contractor's format.
- (4) 3.E. and 3.F. are available from the State Department of Labor & Industries or can be filed on line.



## CONTRACTOR & SUBCONTRACTOR'S CERTIFICATION

State of Washington

County of Pierce

Contractor/  
Subcontractor: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Project Name: \_\_\_\_\_ Number: \_\_\_\_\_

The undersigned, having executed a contract with Pierce County (or with a contractor or subcontractor employed by Pierce County) for the construction of the public works project described above, acknowledges that:

1. The EEO and Labor Standards provisions are included in the specifications of the contract and that the undersigned is obligated to comply with those requirements; and, that
2. The correction of any infraction of those requirements by the contractor, subcontractor, or any lower tier subcontractor is the responsibility of the prime contractor.

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The undersigned further acknowledges and certifies that:

1. Neither he/she, nor any firm, partnership or association in which he/she has a substantial financial interest, is debarred from contracting with the federal government, the State of Washington or Pierce County or is in any other way prevented from carrying out the provisions of this public works contract;
2. No part of this project has been or will be subcontracted to any subcontractor (or any tier) who is debarred from contracting with the federal government, the State of Washington or Pierce County or is in any other way prevented from carrying out the provisions of this public works contract; and
3. He/she promises to forward to Pierce County within 15 calendar days following execution, a copy of all subcontract agreements entered into on this public works project.

**4. The legal name of this firm is:**

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**5. This firm is (please check one):**

a single proprietorship

a partnership

a corporation

other

**6. The name, title and address of all owners, partners or officers of this firm are:**

Name	Title	Address

**7. The name, address and type of other construction business(es) in which this firm has a substantial interest:**

Name	Address	Type of Business

**8. The following information is correct:**

IRS Identification No.: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

Union Affiliation: Yes  No  Who: \_\_\_\_\_

Will Use Apprentices: Yes  No

**9. The following person may sign payrolls for this firm:**

\_\_\_\_\_  
*(sample signature)*

\_\_\_\_\_  
*(printed or type name)*

**10. This firm deducts from employee wages, benefits for authorized programs specified under Attachment D, Paragraph X, Subparagraph A1 as follows:**

Benefit	Agency To Whom Paid

**11. This firm deducts benefits from employee wages for programs which are not authorized under Attachment D, Paragraph X, Subparagraph 1, (and which require Pierce County approval):**

Benefit	Agency To Whom Paid

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

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

\_\_\_\_\_  
*(typed or printed name)* Title: \_\_\_\_\_



## **CERTIFICATION OF NON-SEGREGATED FACILITIES**

**State of Washington**

**County of Pierce**

The construction contractor certifies that he/she does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his establishments, and the he will not permit his/her to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means; any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

The construction contractor agrees that (except where he/she has obtained identical certifications from proposed contractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts, and that he/she will retain such certification on file.

Contractor: \_\_\_\_\_

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

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

\_\_\_\_\_  
*(typed or printed name)*



## NON-COLLUSION AFFIDAVIT

State of Washington

County of Pierce

\_\_\_\_\_, being first duly sworn, on his/her oath says that the bid herewith submitted is genuine and not a sham or collusive bid, or made in the interests or on behalf of any person not therein named; and he/she further says that the bidder on the above work or supplier to put in a sham bid or any person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to his/her self an advantage over any other bidder or bidders.

Contractor: \_\_\_\_\_

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

\_\_\_\_\_  
*(typed or printed name)*

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Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington

Residing at \_\_\_\_\_

(place notary seal here)





# **AFFIRMATIVE ACTION PROGRAM FOR CONTRACTORS AND SUBCONTRACTORS – PLAN D**

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

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

Subgrantee or, \_\_\_\_\_ Consultant \_\_\_\_\_

Prime Contractor \_\_\_\_\_ Subcontractor \_\_\_\_\_

1. Each agency, organization, firm or individual receiving HUD Community Development Block Grant (CDBG) funds through the Pierce County Department of Community Services is responsible:
  - a) To make a “good faith effort” to utilize Women and Minority Business Enterprises, and Pierce County Businesses as contractors, subcontractors and suppliers on physical improvement projects (only);
  - b) To treat all employees and applicants for employment in a non-discriminatory manner;
  - c) To take affirmative action to counter the effects of past discrimination to women, minority and handicapped employees; and
  - d) To utilize Pierce County lower-income residents and otherwise qualified handicapped individuals as employees and/or trainees wherever possible.

Each organization, firm or individual receiving CDBG funds is required, as a condition of acceptance, to indicate the affirmative actions it will take to meet these obligations as follows:

### **PART I – NEW HIRE EMPLOYEES (for your entire organization):**

1. During the period of this project we expect to employ \_\_\_\_ new full-time employees. We expect that number of new employees to include:

- Minorities
- Women
- Lower-income Pierce County residents
- Otherwise qualified handicapped individuals
- Otherwise qualified handicapped individuals



**PIERCE COUNTY**

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2. In addition, during the period of this project, we expect to employ \_\_\_\_ trainees, comprised of:

- Minorities
- Women
- Lower-income Pierce County residents
- Otherwise qualified handicapped individuals

3. Further, during the period of this project we expect to employ \_\_\_\_ part-time employees comprised of:

- Minorities
- Women
- Lower-income Pierce County residents
- Otherwise qualified handicapped individuals

4. To meet PIERCE COUNTY BLOCK GRANT PROGRAM "GOOD FAITH EFFORT" of 12.5 to 15 percent overall minority employment, 6.9 percent overall female employment, and as many lower-income employees and otherwise handicapped individuals as possible, we agree to actively recruit, solicit and encourage women, minorities, and lower-income Pierce County residents, and otherwise qualified handicapped individuals to apply for all job openings.

5. We understand that no present full or part-time employees or trainees need be terminated or laid off in order to meet this "good faith effort"; however, if additional employees or trainees are required we agree to make a "good faith effort" to obtain minorities, women, lower-income Pierce County residents, and otherwise qualified handicapped individuals to fill such openings until our entire labor force (located in Pierce County) meets the desired goals. We will take the following affirmative actions whenever there is a need to hire new full or part-time employees.

- a) Recruit through local media, noting need for minorities, women, lower-income Pierce County residents, and/or otherwise qualified handicapped individuals.
- b) Recruit through Washington State Employment Service, or, if a union employer, through appropriate unions, noting need for minorities, women, lower-income Pierce County residents, and otherwise qualified handicapped individuals.
- c) Recruit through local community service organizations for minorities, women, lower-income Pierce County residents, and otherwise qualified handicapped individuals.



**PIERCE COUNTY**

- d) Maintain a reference list of minorities, women, Pierce County lower-income residents and otherwise qualified handicapped individuals that visit the jobsite or your facilities and request employment.
- e) Treat all applicants for employment without unlawful prejudice or discrimination.
- f) Other (specify) \_\_\_\_\_.

**PART II – PRESENT EMPLOYEES (for your entire organization):**

- 1. We presently employ \_\_\_\_ full-time employees, including:
  - Minorities
  - Women
  - Lower-income Pierce County residents
  - Otherwise qualified handicapped individuals
- 2. We also presently employ \_\_\_\_ part-time employees, comprised of:
  - Minorities
  - Women
  - Lower-income Pierce County residents
  - Otherwise qualified handicapped individuals
- 3. Further, during the period of this project we expect to provide training for \_\_\_\_ present employees including:
  - Minorities
  - Women
  - Lower-income Pierce County residents
  - Otherwise qualified handicapped individuals
- 4. During the period of this project we agree to treat all employees without unlawful prejudice or discrimination during all phases of their employment including all actions regarding employment, training, upgrading, promotion, demotion, job transfer, benefits, layoff or termination, pay, etc. Every effort should be made to train and promote women, minorities, Pierce County lower-income residents, and otherwise qualified handicapped individuals to all levels of employment including management to counter the effects of any past discrimination to those classes of individuals.



**PART III – CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS**

(For all physical improvement construction type projects only.)

1. During this period of performance, we expect to issue \_\_\_\_ contracts (subcontractors, supply contracts) of approximately \$\_\_\_\_\_ value. Of that figure, we expect to issue contracts of the following approximate values:

\$  Certified Women Business Enterprises WBE's)

\$  Certified Minority Business Enterprises MBE's)

\$  Lower-income Pierce County residents

\$  Pierce County Businesses

2. We agree to make a "good faith effort" to utilize WBE's, MBE's and Pierce County Businesses as contractors, subcontractors and suppliers during the period of the project and to meet PIERCE COUNTY BLOCK GRANT PROGRAM "GOOD FAITH EFFORT" as follows:

% Certified Women Business Enterprises WBE's)

% Certified Minority Business Enterprises MBE's)

Pierce County Businesses – to greatest extent practicable

3. Each agency, organization, firm or individual requiring assistance to meet any of the above noted objectives should contact the Pierce County Department of Community Services, (800) 992-2456.

4. Each agency, organization, firm or individuals hereby affirms that it will treat all employees; all contractors , subcontractors and suppliers; and all applicants for those positions without unlawful prejudice or discrimination, in all matters and that it will take affirmative action to counter the effects of past discrimination as set forth in this plan.

Agency: \_\_\_\_\_

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

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

\_\_\_\_\_  
*(typed or printed name)*

Pierce County: \_\_\_\_\_

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

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

\_\_\_\_\_



**Project Wage Rate Sheet  
for Federal and Washington State Prevailing Wages**

<b>Project Name:</b>	<b>Federal Wage Decision:</b>
	<b>Washington State Decision:</b>
<b>Project ID: Contract:</b>	<b>County: Pierce</b>

<u>Classification</u>	<u>BHR</u>	<u>FB</u>	<u>Federal</u>	<u>State</u>	<u>Laborers -- FB:</u>	
					<u>Group</u>	<u>BHR</u>
Bricklayers						
Carpenters						
Cement Masons						
Drywall Hangers						
Electricians						
Iron Workers						
Painters						
Plumbers						
Roofers						
Sheet Metal Workers						
Soft Floor Layers						
Tapers						
Tile Setters						
<u>Others</u>					<u>Operators - FB:</u>	
					<u>Group</u>	<u>BHR</u>
<u>Additional Classifications (HUD 4230-A)</u>						
<u>Classification</u>	<u>BHR</u>	<u>FB</u>	<u>Total</u>		<u>Date HUD Approve</u>	



**NOTICE TO LABOR UNIONS OR OTHER EMPLOYMENT AGENCIES**

**NOTE:** *If you are not affiliated with any labor unions or other employment agencies, so indicate by checking this box and signing below. No further information will be required.*

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**To:** \_\_\_\_\_  
*(name of union or organization)*

**Subj.: Non discrimination in employment**

**RE:** \_\_\_\_\_  
*(Project title)*

**Gentlemen:**

The undersigned is the recipient of a contract or subcontract funded by Community Development Block Grant funds provided by the U.S. Department of Housing and Urban Development through the Pierce County Department of Community Services, and is bound by the provisions of Executive Order 11246 as amended, the Civil Rights Act, the Housing and Community Development Act and other federal and local laws and regulations.

Pursuant to the requirements of said contract or subcontract, it is the policy of this company not to discriminate against any employee because of race, color, creed, sex, age, national origin, income level or veteran status. In addition, this company will take affirmative action to employ, and to ensure said employees are treated during their employment, without regard to race, color, creed, sex, age, national origin, income level or veteran status. Such action shall include, but not be limited to activities related to:

- 1. Employment, Upgrading, Transfer or Demotion
- 2. Recruitment and Advertising
- 3. Rates of Pay or other forms of compensation
- 4. Selection for training including apprenticeship, layoff or termination

Please be advised that we are required in the performance of this contract to take Affirmative Action to recruit, and provide employment opportunities for women, minorities and Pierce County low-income residents. When we are seeking referral of applicants for employment, you are requested to furnish names of qualified women, minorities and Pierce County low-income residents whenever, and wherever possible. If, for some reason this request cannot be met, please so advise us in writing.

Please respond, indicating your understanding of our employment needs, and pledging your assistance and cooperation in meeting our equal opportunity and affirmative action obligations.

**Contractor:** \_\_\_\_\_

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



**LIST OF CURRENT EMPLOYEES**

*Do not include Clerical Employees Use additional pages if necessary*

<b>Contractor/Sub:</b>		<b>Project:</b>		
<b>Employee Name</b>	<b>Job Category</b>	<b>Address</b>	<b>Phone</b>	<b>Ethnic Origin Code</b>
The contractor hereby certifies that: Additional employees to perform Certified by: Name of contractor:	1. ___ it intends this project. _____.	to hire additional employees; or 2. _____. Signature _____.	That It does <u>not</u> intend _____. _____.	to hire _____.



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

Hereinafter called OWNER, in the penal sum of:

\_\_\_\_\_ Dollars, \$ \_\_\_\_\_

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.



PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the Owner and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*Signatures are on next page.*

---

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.

IMPORTANT: surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



**LABOR & MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_, hereinafter called Principal,

\_\_\_\_\_  
(a Corporation, Partnership or Individual)

And

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

Hereinafter called OWNER, in the penal sum of:

\_\_\_\_\_ Dollars, \$ \_\_\_\_\_

\_\_\_\_\_ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A copy of which is hereto attached and made a part hereof for the construction of:

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



**PIERCE COUNTY**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK, whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the Owner and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*Signatures are on next page.*

---

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.

IMPORTANT: surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

## **GENERAL**

HUD regulations require that businesses owned by residents of, or which are located within Pierce County and which employ low-income employees be used as subcontractors and suppliers and that contractors employ low-income residents of Pierce County to be used as employees and trainees in the accomplishments of this work. Pierce County's Historically Under-Utilized Business (HUB) Program ([www.piercecountywa.org/HUB](http://www.piercecountywa.org/HUB)) is a contracting resource meeting Section 3 requirements and projects of lesser value.

If the work to be performed under this contract is on a public works project assisted under a program providing direct Federal financial assistance in excess of \$100,000 pursuant to the Department of Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, Section 3 of that Act requires that opportunities for training and employment be given to lower income residents of the project area and that public works contract for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

If applicable, the parties to this public works contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

If applicable, the contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

If applicable, the contractor will comply with, and include the following Section 3 requirements in every subcontract for work in connection with the public works project and will, at the direction of the County, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of applicable federal regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

## **SPECIFIC REQUIREMENTS**

### **Goals and Objectives of Section 3.**

Section 3 refers to Section 3 of the Housing and Urban Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by Housing and Urban Development (HUD) funds shall, to the greatest extent feasible, be directed to:

Low and very low income persons, and  
Business concerns which provide economic opportunities to low and very low-income persons.

### **Applicability**

All construction contracts issued by the Pierce County Department of Community Services, Community Development Division for which the amount of CDBG, ESG, HOME or other HUD funding exceeds \$100,000 in value. This proposed Contract and project is subject to the provisions of HUD Section 3 requirements.

### **Definitions**

A "Section 3 Resident" means a public housing resident or a person who resides in Pierce County who is low or very low income. (See current Section 8 income limits, or determine that income level(s) are less than 80% of the County median income.

A "Business Concern" means a business formed and licensed in accordance with State and local laws to engage in the type of activity for which it was formed.

A "Section 3 Business Concern" means a business concern whose:

Ownership is 51% or more by low-income Pierce County residents; or whose

Workforce of permanent and full time employees is comprised of at least 30% low income Pierce County residents, or Pierce County residents who qualified as low income within three (3) years of the date of their current hire with the business; or whose

Commitment to subcontract in excess of 25% of the dollar award of all subcontracts to Section 3 businesses can be documented and verified.

All bidders, whether they are currently a Section 3 business or not, upon award of the bid, will develop a Section 3 Hiring and Subcontracting Opportunities Plan. A Section 3 Plan is a written plan formulated between the bidder and Pierce County Community Services, Community Development Division, which includes at least 10% of new hires from Section 3 residents. Section 3 residents may be identified through recognized or licensed apprenticeship programs, training programs at such institutions as Bates and Clover Park technical colleges, unions, and unemployed individuals with the necessary skills registered with a public or private employment agency.

Bidders are advised that Pierce County and its contractors and subcontractors shall direct their efforts to award Section 3 covered contracts to the greatest extent feasible, to Section 3 businesses and residents in the following priority:

Category 1 Business: A Section 3 business that provides economic opportunities for Section 3 residents in the area in which the project is located.

Category 2 Business: An entity selected to carry out a HUD Youthbuild program.

Category 3 Business: See definition II.c of a Section 3 Business Concern.

### **Requirements (if applicable):**

All work to be performed is subject to Section 3 requirements of the Housing and Urban Development Act of 1968, as amended, 12 (USC 1701u(Section 3)). The purpose of Section

3 is to ensure employment and other economic opportunities generated by HUD assisted projects covered by Section 3, shall, to the greatest extent possible be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

All parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 135, which implements Section 3. As evidenced by their execution of this contract, all parties to this contract certify that they have no contractual or other impediment that would prevent them from complying with Section 3 requirements.

The Contractor agrees to send each labor union or representative of workers with which the contractor has a collective bargaining agreement, if any, a notice advising of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site for both employees and applicants for training and employment positions. The notice shall describe the Section 3 preference, shall set forth a minimum number and job titles subject to new hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications; and the anticipated date when work will begin.

The Contractor agrees to include this Section 3 clause in every subcontract, and agrees to take appropriate action upon finding that a subcontractor is in violation of Section 3 requirements. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 requirements.

By signing this contract, the Contractor certifies that any vacant employment positions, including training positions, that are filled after the Contract is awarded but before the contract is executed were not filled to circumvent the Contractor's obligations under Section 3 requirements.

Noncompliance with HUD's Section 3 requirements as fully set forth in 24 CFR, Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Copies of 24 CFR, Part 135 may be obtained from Pierce County Department of Community Services.

The BIDDER/Contractor for this contract has formulated a Section 3 Plan. The Plan is included as an Attachment to this contract. The Contractor shall provide to Pierce County Department of community Services regular status reports throughout the contract period as agreed upon with Pierce County Department of Community Services. For any goal not met, the report shall identify the impediments encountered, and the Contractor's actual and future actions to overcome such impediments. The report shall, also, identify any other economic opportunities, which the Contractor has taken or intends to take.

The failure of the Contractor to comply in good faith with the approved Plan shall be a material breach of this Contract.

**BIDDER REPRESENTATION FORM**

BIDDER: \_\_\_\_\_  
 STREET ADDRESS: \_\_\_\_\_  
 TOWN/ZIP CODE: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 PHONE & FAX NO: \_\_\_\_\_

**REPRESENTATION**

The BIDDER represents and certifies as a part of its bid that it is:

A. A SECTION 3 BUSINESS, which:

- 1.  is 51% or more owned by low-income Pierce County residents, or;
- has full time employees, 30% or more of whom are Pierce County residents who are low income OR qualified as low-income residents within three years of the date of current hire with the BIDDER, or;
- will award subcontracts in excess of 25% of the dollar amount of all subcontracts to the Section 3 businesses identified below:

<b>Proposed Section 3 Subcontractor</b>	<b>Contract Amount (\$)</b>
---	-----------------------------


*(continue on separate sheet, if necessary.)*

**NOT A SECTION 3 BUSINESS**

After award of the bid, it will, if selected, complete a Section 3 Plan with Pierce County Department of Community Services. The Section 3 Plan will detail how a minimum of 10% of new hires, as a result of work under this contract, shall be Section 3 residents. List below the estimated number of new hires by the BIDDER and named subcontractor(s):

<b>Contractor</b>	<b>Est. Number of New Hires</b>
-------------------	---------------------------------

BIDDER/PRIME	
SUBCONTRACTOR	
SUBCONTRACTOR	
SUBCONTRACTOR	

*(continue on separate sheet, if necessary.)*