



CONTRACT PROVISIONS

Contract Documents

FOR

CITY OF FIFE

58TH AVENUE SIDEWALK IMPROVEMENTS

July 2015

PIERCE COUNTY DEPARTMENT OF COMMUNITY CONNECTIONS

CITY OF FIFE

PUBLIC WORKS DEPARTMENT

5411 23RD STREET EAST

FIFE, WA 98424

Project Engineer Certification

For Construction of:



58th Avenue Sidewalk Improvements

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.

Timothy A. Horton
Project Engineer

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Section A (White)- Notifications

INVITATION FOR BIDS

NOTICE TO CONTRACTORS

Notice is hereby given that sealed bids will be received by the City of Fife City Hall up to the hour of 10:00 a.m. PST on July 20, 2015, for the 58th Avenue E Sidewalk Improvements Project and will then be opened and publicly read.

The work involved in the 58th Avenue E Sidewalk Improvement Project includes demolition of existing sidewalk, construction of new sidewalk; upgrade ADA ramps at select intersections, driveway improvements, upgraded stormwater conveyance, traffic control and other miscellaneous work.

The 58th Avenue Sidewalk Improvement Project is federally funded with Community Development Block Grant (CDBG) funds (CFDA 14.218) and is subject to federal (Davis-Bacon Act) labor standards.

Bid proposals will be received only at City Hall located at 5411 23rd Street East, Fife, Washington. Proposals received after 10:00 a.m. PST, on July 20, 2015, will not be considered. Bid package for this project are available at Builders Exchange of Washington (www.bxwa.com). The bid package is also available at the City of Fife web site.

The contacts are Russ Blount, Public Works Director at (253) 922-2489 or Ken Gill, City Engineer at (253) 922-9315.

All bids shall be submitted on the prescribed Bid Forms and in the manner as stated in this advertisement and in the Bid Documents. Bids shall be accompanied by a bid deposit in the form of cash, cashier's check, certified check, postal money order, or a surety bond to the City of Fife in the amount of five percent (5%) of the total amount of the bid. Bids submitted on other than the bond form provided by the City may be subject to rejection. Faxed bids and/or surety bond will not be accepted.

Bids must be submitted in a sealed envelope with the outside clearly marked "sealed bid" with the bid opening date and time, and the project name as it appears in this advertisement and the name and address of the bidder. Bids shall be addressed to the City Clerk, City of Fife, 5411 23rd Street, Fife, WA 98424. The City of Fife reserves the right to reject any or all bids and to waive irregularities in the bid or in the bidding.

The Engineer's opinion of probable construction cost is \$150,000 to \$200,000.

The City of Fife in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Carol Etgen
City Clerk

Dates of Publication:

Tacoma News Tribune – July 06, 2015, and July 13, 2015

Instructions to Bidders

58th Avenue Sidewalk Improvements

Where the term “Owner” or “Contracting Agency” are used within the context of these Contract Documents, it shall be taken to mean: [City of Fife](#)

1. Intent of Plans and Specifications.

It is the intention of these Specifications to provide for careful, thorough, and workmanlike construction procedures in the installation of materials and equipment and in the manufacture and delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material and labor necessary to complete said Contract in accordance with all of its terms and conditions.

The Plans and Specifications shall be considered and used together; anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. Contracting Agency may furnish supplemental Plans and Specifications to define more clearly any requirement of the original documents; these shall be accepted by the Contractor as of the same force and effect as though they had been included among the listed Plans and in case of any conflict between the listed and the supplemental Plans, the latter shall govern. All Specifications and notes appearing on the Plans shall have the same force and effect as though they were repeated herein.

2. Examination of Contract Documents and Location.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, Specifications, Drawings, and Addenda (if any). The submission of a proposal shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a bidder to receive or examine any of the Contract Documents shall in no way relieve bidder from any obligations with respect to bidder’s proposal or to the contract. No claim for additional compensation will be allowed that is based upon a lack of knowledge of any Contract Document, and the Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the contractor as a result of conditions pertaining to the work.

3. Addenda and Interpretations of Documents.

No interpretation of meaning of the Plans, Specifications, or other pre bid documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing to the Contracting Agency and to be given consideration shall be received at least 5 working days prior to the date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications that, if issued, will be mailed or otherwise delivered to each prospective bidder. Failure of any bidder to acknowledge the receipt of any such Addendum may be considered an irregularity in the proposal. All Addenda so issued shall become a part of the Contract Documents.

4. Preparation of Proposal.

The bidder shall submit his/her bid on the blank forms entitled “Bid Form and Proposal” furnished by the CONTRACTING AGENCY. Bid amounts must be broken down into the

appropriate categories as called for on the "Cost Breakdown" form. The bidder shall specify the bid price in figures. ALL FIGURES SHALL BE IN INK OR TYPED. Failure to break down bid amounts or to bid any one of the alternates (when applicable) may result in bid rejection.

If the Proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of a partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the Proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature of the qualified officer and the designation of the office he/she holds in the corporation.

The address of the person, firm, or corporation in whose behalf the Proposal is submitted shall be given. The bidder shall comply with all other specific requirements of the Proposal Form.

5. Permits.

Bid Form and Proposal submitted by the contractor shall include the cost of securing ALL applicable permits, fees and inspections as required.

6. Approximate Quantities.

On all items on which bids are to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the Contractor. The quantities stated, on which unit prices are invited, are approximate only, and each bidder shall make its own estimate from the Contract Drawings of the quantities required on each item and calculate its unit price bid for each item accordingly. Bids will be compared on the basis of number of units stated in the bidding schedule. Payment on the Contract on unit price items will be based on the actual number of units installed in the completed work.

7. Material Substitution.

Each bidder shall base its bid upon the materials and equipment as described in the Contract Documents. The successful contractor will not be allowed to make any substitutions on its own initiative, but in each instance will be required to obtain authorization from the Owner before installing any work in variance with the requirements of the Contract Documents.

8. Supplemental Schedule of Unit Prices.

Where the Bid Form and Proposal requires a lump sum bid for a particular item (or items) and further requires bidder to submit a supplemental schedule of unit prices for possible construction changes in such item(s), the Owner may, if it considers such unit prices reasonable, include these prices in the construction Contract. If the Owner considers such unit prices as unreasonable, it may omit them from the construction Contract. Rejection prior to execution of the Contract of such unit prices for construction changes as stated in the bid shall not otherwise affect the balance of the bid or construction Contract.

9. Alteration of Documents Prohibited.

Except as may be provided otherwise herein, Proposals that are incomplete, are conditioned in any way that the Plans or Specifications do not authorize, contain unverified erasures or alterations, include items which are not named in the Proposal Form, or that are unlawful, may be rejected as irregular.

10. Submission of Proposal.

Each Bid and Proposal shall be delivered NO LATER than the specified bid opening date and time. Contracting Agency WILL NOT accept bids that are mailed. Bidders are to hand-deliver their bids. Bids must be in a sealed package clearly marked on the outside with the name of the bidder and the title of the project. **Contractors must submit one (1) original, sealed bid on July 20th by 10:00 am to City Clerk, City of Fife at 5411 23rd Street, Fife, WA 98424.**

Responses must be received at the address above on or before the due date. Responses submitted after the due date and time will not be considered.

Prime Contractors submitting a Proposal must be included on the plan holders list, developed and maintained by the Contracting Agency. If a bidder is not registered on the Contracting Agency's official plan holders list the bid may be considered nonresponsive.

11. Modification or Changes of Proposal.

Modifications or Change in a Proposal already delivered will be permitted only if a request for the privilege of making such modification or change is made in writing signed by the bidder and the specific modification or change itself is stated prior to the scheduled closing time for the receipt of Proposals. To be effective, every modification or change must be made in writing over the signature of the bidder; no other form of procedure will be accepted.

12. Withdrawal of Proposal.

A Proposal may be withdrawn at any time prior to the scheduled closing time for filing bids. This may be done by the bidder in person or upon bidder's telegraphic or written request. A telephone request for withdrawal of a Proposal will not be recognized for this purpose. If withdrawal is made personally, a written acknowledgment thereof will be required.

After the scheduled closing time for filing bids, no bidder will be permitted to withdraw its Proposal unless no Award of Contract has been made prior to the expiration of 60 days immediately following the time when bids are submitted. Bids received after the scheduled closing time will be returned to the bidder unopened.

13. Bid Security.

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company authorized to issue such bonds in Washington State in the amount of 5 percent of the bid. Such cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the Contract, or, if award has not been made within calendar 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as bidder has not been notified of the acceptance of its bid.

The successful bidder, upon its failure or refusal to execute and deliver the Contract and bonds required within 10 calendar days after bidder has received notice of the acceptance of its bid, shall forfeit to the Owner, as liquidated damages for failure or refusal, the security deposited with its bids.

14. Return of Bid Securities.

The security of the three lowest bidders will be returned after the execution of the agreement with the successful bidder and the approval of its bonds and insurance. The security of all other bidders will be returned promptly after the bids have been opened and reviewed by the Owner. If all bids are rejected, the securities will be returned at the time of rejection.

15. Qualification of Bidders.

It is the intention of the Owner to award a contract only to a bidder who is responsive to bid requirements and furnishes satisfactory evidence that bidder has sufficient capital, facilities, and plant to enable it to prosecute the work successfully and promptly, and to complete the work within the time specified in the Contract Documents.

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

Each bidder shall possess state and local licenses in accordance with the applicable state and local laws and shall furnish a copy of the same to the Owner with the bid.

16. Disqualification of Bidders.

More than one bid for the same work described in this document from an individual, firm, or partnership, a corporation, or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there are reasonable grounds for believing that collusion exists among the bidders, the bids of the participants in such collusion will not be considered.

17. Rejection of Bids.

The Owner reserves the right, before or after opening, to reject any or all Proposals or to waive any informalities therein if it is believed that the best interest of the Owner will be served thereby.

18. Award of Contract.

The award will be made by the Owner on the basis of the Proposal from the lowest responsible Bidder which, in the Owner's sole and absolute judgment, will best serve the interest of the Owner. The Owner reserves the right to reject any or all bids or to waive irregularities or informalities at its discretion. If the lowest bid exceeds the funds that are estimated by the Owner as available, the Owner reserves the right to eliminate any combination of the bid alternatives or to reject all bids.

19. Low Bid.

The low bid will be determined on the basis of the lowest responsive total bid price for improvements listed in the Bid Form and Proposal for the project and deemed capable of performance.

Acceptance of the bid Proposal and Award of Contract does not relieve the contractor from the responsibility of providing and installing materials that will comply completely with the Specifications. The contractor shall be required to make complete material submittals of all items of material selected, and the Owner reserves the right to reject all material not meeting the requirements of the Specifications.

20. Effective Date of Award.

If a contract is awarded by the Owner, such award shall be effective when formal notice of such award, signed by the authorized representative of the Owner, has been delivered to the intended awardees, or mailed to the awardees at the main business address shown on its bid, by some officer or agent of the Owner duly authorized to give such notice. Upon acceptance of a

Bid Form and Proposal, NO WORK shall be performed upon the property until a written Notice To Proceed is issued by the Contracting Agency.

21. Execution of Agreement.

Copies of the agreement in the number stated in the form of agreement shall be executed by the successful bidder and returned, together with the required bonds and insurance, within 10 calendar days from and after the date of the award of the contract. Effective date of bonds shall be the same or later than the date of the agreement.

22. Failure to Execute Agreement and File Bonds and Insurance.

Failure of a successful bidder to execute the agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful bidder to execute the agreement and file the required bonds and insurance within the required time, bidder shall forfeit its bid security as agreed hereinbefore. Upon annulment of an award as aforesaid, the Owner may then award a contract to the next responsible selected bidder.

23. Payment for Excess Costs and Liquidated Damages.

The successful contractor will be required to pay for the excess cost of field engineering and inspection and liquidated damages as defined in the Contract documents, if extensions of time are granted by Owner because of avoidable delays as therein defined.

24. Commencement and Completion of Work.

The successful bidder shall commence work within 10 calendar days after the issuance by the Owner of a written Notice to Proceed and shall complete all work within 60 working days from the date of the Notice to Proceed in accordance with the terms and conditions of the Contract Documents.

25. Affidavit of Non-collusion.

The successful bidder shall execute an Affidavit of Non-collusion on the attached form that such bid is not a sham or collusion and in no respect or degree is the bid made in the interest or on behalf of any person, firm, or corporation not named in the Proposal containing such bid.

26. Contract.

The successful bidder will be required to sign a Contract with the Contracting Agency.

Contract Forms

CONTRACT

THIS Agreement, made effective as of the ____ day of _____, 2013, between

CITY OF FIFE, WASHINGTON (“OWNER”)

5411 23rd Street East

Fife, WA 98424

Contact:

Tel:

Fax:

and

_____ (“CONTRACTOR”)

Contact:

Tel:

Fax:

Tax Id No.:

for the following Project:

58TH AVENUE SIDEWALK IMPROVEMENTS (“PROJECT”)

The Owner and Contractor agree as follows:

1. **Contract Documents.** The Contractor shall complete the Project in accordance with the Contract Documents. The Contract Documents consist of the following in order of precedence:
 - a. Addenda
 - b. Contract Form
 - c. Proposal Form
 - d. Special Provisions
 - e. Contract Plans
 - f. Amendments to the Standard Specifications
 - g. 2012 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, except Sections 1-04.2, 1-08.9, 1-08.10(1) – (4), 1-09.11, and 1-09.13.
 - h. Contracting Agency’s Standard Plans or Details (if any), and
 - i. WSDOT Standard Plans for Road, Bridges, and Municipal Corporations
 - j. Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington state modifications, if any.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically. If any part of the contract requires work that does not include a description of how the work will be performed, the work shall be performed in accordance with standard trade practices.

2. **Date of Commencement and Physical Completion Date.** The Contractor shall physically complete the Project within 20 **working days**.
3. **Contract Sum.** Subject to additions and deductions by change order, the contract sum is the bid amount of \$_____, including applicable tax. The contract sum shall include all items and services necessary for the proper execution and completion of the Project.
4. **Liquidated Damages.** Timely performance and completion of the Project is essential to Owner

and time limits are of the essence. In the event Contractor fails to physically complete the work in 20 working days, plus any authorized extensions thereof, the Contractor shall pay Owner liquidated damages of \$1,000.00 for each calendar day of delay in completion of the Project. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

5. Changes. After execution of the Contract, changes in the Project may be accomplished by change order. Owner, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the parties.

6. Permits, Fees, Notices, and Compliance with Laws.

6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits, fees, licenses and inspections by governmental agencies necessary for the proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

6.2 Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities applicable to performance of the Work.

6.3 Contractor shall obtain a City of Fife business license pursuant to the provisions of Chapter 5.01 FMC prior to receipt of written Notice to Proceed.

7. CDBG Requirements. Funding for this project is provided by PIERCE COUNTY through the Community Development Block Grant ("CDBG") B-14-UC-53-0002 from the U.S. Department of Housing and Urban Development, CFDA number 14.218. As such, the Contractor shall comply with the following laws and regulations, whenever and wherever they are applicable, and shall include these requirements in all subcontracts and purchase orders for this Project:

1. Pierce County Ordinance No. 2009-74s, as codified in PCC 2.106, 3.08, and 3.20 requiring those who contract with the County, and consultants and subcontractors of those who contract with the County, to participate in the E-Verify program.
2. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to nondiscrimination in performance of the project and to the benefits deriving from it as implemented by HUD regulation 24 CFR 570.601 (a).
3. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, relating to nondiscrimination in housing as implemented by HUD regulation 24 CFR 570.601 (b).
4. Executive Order 11063 relating to non-discrimination in housing as amended by Executive Order 12259 and as implemented by HUD regulation 24 CFR 570.601 (c).
5. Section 109 of the Housing and Community Development Act of 1974 as amended, dealing with non-discrimination in program benefits because of race, religion, color, age, national origin, sex or disability as implemented by HUD regulation 24 CFR 570.602.
6. The construction labor standards and wage rates set forth in section 110 of the Housing and Community Development Act of 1974 as amended and as implemented by HUD regulation 24 CFR 570.603.

7. The Davis-Bacon Act (DBA) and Related Acts or HUD-assisted (DBRA) (40 U.S.C. 276a-276a-5) provides that contracts to which federal funding is applied for the construction, alteration, and/or repair, including painting and decorating, or of public buildings or public works, which involve the employment of laborers and/or mechanics, shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions.
8. Executive Order 11246 dealing with non-discrimination in employment as amended by Executive Orders 11375 and 12086 and as implemented by HUD regulation 24 CFR 570.607 (a).

During the performance of this Agreement, the Contactor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports, required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for the purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be

declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- 8) Any construction performed as a part of this agreement is considered a public work project and subject to the Prevailing Wages on Public Works Act (Chapter 39.12RCW). All bid specifications and contracts for public work projects must contain a provision stating the required prevailing rates of pay and stipulate that all workers shall receive no less than the higher of either the Davis-Bacon or Washington State prevailing rate of wage for work performed. A39)ll contractors and subcontractors working on this project are required to fully comply with these regulations.
9. Section 3 of the Housing and Community Development Act of 1974 as amended, dealing with employment and training of County low-income residents as employees and trainees and utilization of Pierce County business as contractors, subcontractors, and suppliers as implemented by HUD regulations 24 CFR 570.607 (b):
 - 1) Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low income persons, particularly persons who are recipients of HUD assistance for housing.
 - 2) The Contractor agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - 3) Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and

location of the person(s) taking applications for each of the positions; and the anticipate date the work shall begin.

- 4) Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provide in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- 6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contact for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7 (b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7 (b)
10. Executive Order 11988 relating to evaluation of flood hazards and the flood hazard and insurance protection requirements of section 102(a) and 202(a) of the Flood Disaster Protection Act of 1973 (P.L. 93.234) as implemented by HUD regulation 24 CFR 570.605.
11. The relocation, acquisition and displacement requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as implemented by HUD regulation 24 CFR 570.606.
12. The Lead Based Paint Poisoning Prevention Act (43.US.C. 4801 et seq.) as implemented by HUD regulation 24 CFR 570.608.
13. The regulations, policies, guidelines and uniform administrative requirements of OMB Circulars A-21, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds as implemented by HUD regulation 24 CFR 570.610.
14. The National Environmental Policy Act of 1969 and other statutory environmental requirements as implemented by HUD regulation 24 CFR 570.604.

15. Executive Orders 11625, 12138 and 12432, and Public Law 98-507, dealing with the use of minority and women owned business enterprises as implemented by HUD regulation 24 CFR 85.36(e).
16. The provisions of the Hatch Act limiting political activities of government employees.
17. Executive Order 12888 relating to prevention, control and abatement of water pollution.
18. HUD Regulations for implementing the community Development Block Grant Program contained in 24 CFR 570.
19. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).
20. The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and regulations set forth at 24 CFR part 21.

8. Trench Excavation Safety. Contractor shall provide adequate safety systems for trench excavation that meets all requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW.

9. Termination of Contract. This Contract may be terminated by Owner at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to Owner resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by Owner in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by Owner by reason of such default.

10. Warranty Contractor warrants that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract. The Contractor further agrees to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work.

11. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold Owner and Pierce County, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of Owner. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Owner, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

12. Independent Contractor. Contractor is and shall be at all times during the term of this Agreement an independent contractor.

13. Disputes. Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

14. Attorney's Fees. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

15. Extent of Agreement/Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

OWNER:
CITY OF FIFE

CONTRACTOR:

By: _____
Subir Mukerjee, City Manager

By: _____

Date: _____

Name: _____

Title: _____

Approved as to form:

Date: _____

Gregory F. Amann
Assistant City Attorney

General Contract Requirements

1. COMPLIANCE WITH LOCAL AND FEDERAL REGULATIONS

Funding for this project is provided through PIERCE COUNTY, through its Department of Community Connections, Community Development Division to **City of Fife**, for the project identified as **58th Avenue Sidewalk Improvements** which is a federally funded project through the Community Development Block Grant ("CDBG") B-14-UC-53-0002 from the U.S. Department of Housing and Urban Development, CFDA number 14.218.

The Prime Contractor and its consultants and contractors shall comply with the following federal laws and regulations, whenever and wherever they are applicable. The Prime Contractor and its consultants and contractors shall timely obtain all permits and approvals necessary to lawfully implement the project. The Prime Contractors and its contractors and consultants shall include in all contracts, subcontracts and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to nondiscrimination in performance of the project and to the benefits deriving from it as implemented by HUD regulation 24 CFR 570.601 (a).
2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, relating to nondiscrimination in housing as implemented by HUD regulation 24 CFR 570.601 (b).
3. Executive Order 11063 relating to non-discrimination in housing as amended by Executive Order 12259 and as implemented by HUD regulation 24 CFR 570.601 (c).

4. Section 109 of the Housing and Community Development Act of 1974 as amended, dealing with non-discrimination in program benefits because of race, religion, color, age, national origin, sex or disability as implemented by HUD regulation 24 CFR 570.602.
5. The construction labor standards and wage rates set forth in section 110 of the Housing and Community Development Act of 1974 as amended and as implemented by HUD regulation 24 CFR 570.603.
6. The Davis-Bacon Act (DBA) and Related Acts or HUD-assisted (DBRA) (40 U.S.C. 276a-276a-5) provides that contracts to which federal funding is applied for the construction, alteration, and/or repair, including painting and decorating, or of public buildings or public works, which involve the employment of laborers and/or mechanics, shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions.
7. Any construction performed as a part of this agreement is considered a public work project and subject to the Prevailing Wages on Public Works Act (Chapter 39.12 RCW). All bid specifications and contracts for public work projects must contain a provision stating the required prevailing rates of pay and stipulate that all workers shall receive no less than the higher of either the Davis-Bacon or Washington State prevailing rate of wage for work performed. All contractors and subcontractors working on this project are required to fully comply with these regulations.
8. Executive Order 11246 dealing with non-discrimination in employment as amended by Executive Orders 11375 and 12086 and as implemented by HUD regulation 24 CFR 570.607 (a). During the performance of this Agreement, the Subrecipient and/or Contractor and Subcontractors agrees as follows:
 - 1) The Subrecipient and/or Contractor and Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient and/or Contractor and Subcontractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient and/or Contractor and Subcontractors agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - 2) The Subrecipient and/or Contractor and Subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient and/or Contractor and Subcontractors, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 3. The Subrecipient and/or Contractor and Subcontractors will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's and/or Contractor's and Subcontractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Subrecipient and/or Contractor and Subcontractors will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The Subrecipient and/or Contractor and Subcontractors will furnish all information and reports, required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for the purpose of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of the Subrecipient's and/or Contractor's and Subcontractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders,

this Agreement may be canceled, terminated or suspended in whole or in part and the Subrecipient and/or Contractor and Subcontractors may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Subrecipient and/or Contractor and Subcontractors will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Subrecipient and/or Contractor and Subcontractors will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Subrecipient and/or Contractor and Subcontractors becomes involved in, or threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subrecipient and/or Contractor and Subcontractors may request the United States to enter into such litigation to protect the interest of the United States.

9. Section 3 of the Housing and Community Development Act of 1974 as amended, dealing with employment and training of County low-income residents as employees and trainees and utilization of Pierce County business as contractors, subcontractors, and suppliers as implemented by HUD regulations 24 CFR 570.607 (b):

1. The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low- income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The Subrecipient and/or Contractor and Subcontractors agrees to send to each labor organization or representative of workers with which the Subrecipient and/or Contractor and Subcontractors has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's and/or Contractor's and Subcontractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Subrecipient and/or Contractor and Subcontractors agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provide in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient and/or Contractor and Subcontractors will not subcontract with any subcontractor where the Subrecipient and/or Contractor and Subcontractors has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The Subrecipient and/or Contractor and Subcontractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient and/or Contractor and Subcontractors is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require

- employment opportunities to be directed, were not filed to circumvent the Subrecipient's and/or Contractor's and Subcontractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7 (b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7 (b)
 10. Executive Order 11988 relating to evaluation of flood hazards and the flood hazard and insurance protection requirements of section 102(a) and 202(a) of the Flood Disaster Protection Act of 1973 (P.L. 93.234) as implemented by HUD regulation 24 CFR 570.605.
 11. The relocation, acquisition and displacement requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as implemented by HUD regulation 24 CFR 570.606.
 12. The Lead Based Paint Poisoning Prevention Act (43.U.S.C. 4801 et seq.) as implemented by HUD regulation 24 CFR 570.608.
 13. The regulations, policies, guidelines and uniform administrative requirements of OMB Circulars A-21, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds as implemented by HUD regulation 24 CFR 570.610.
 14. The National Environmental Policy Act of 1969 and other statutory environmental requirements as implemented by HUD regulation 24 CFR 570.604.
 15. Executive Orders 11625, 12138 and 12432, and Public Law 98-507, dealing with the use of minority and women owned business enterprises as implemented by HUD regulation 24 CFR 85.36(e).
 16. The provisions of the Hatch Act limiting political activities of government employees.
 17. Executive Order 12888 relating to prevention, control and abatement of water pollution.
 18. HUD Regulations for implementing the Community Development Block Grant Program contained in 24 CFR 570.
 19. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).
 20. The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and regulations set forth at 24 CFR part 21.
 21. Any construction performed as a part of this agreement is considered a public work and subject to the Prevailing Wages on Public Works Act (Chapter 39.12 RCW). The Director of the Department of Labor & Industries shall arbitrate all disputes of the prevailing rate of wage under State law as applicable.
 - a. Construction must be publicly bid and bid specifications must include:
 - i. A provision stating the required prevailing rates of pay and stipulate that workers shall receive no less than the prevailing rate of wage. Those bid and contract documents must also contain:
 - (1) a list of the applicable prevailing wage rates, or
 - (2) the URL to the Department of Labor & Industries prevailing wage rates pages (currently:
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>), and
 1. Identify the exact wage publication date to use (e.g., "Use October 14, 2010 rates.");
 2. State that the county in which the public works project is located is Pierce County;
 3. Specify that a copy of the applicable wage rates is available for viewing in your office; and,

4. Explain that your agency will mail a hard copy of the applicable wage rates upon request.
Whether you use method (1) or (2) above, be sure to retain a printed version of the rates as part of your records.
 - ii. A provision stating that for projects where both the state prevailing wage law and the federal Davis-Bacon and related Acts apply, contractors and subcontractors must pay the higher of the state or federal wage rates, on a classification-by-classification basis.
22. Verify that the any contractors or subcontractors are not listed on the *Department of Labor and Industries Prevailing Wage Section Contractors Not Allowed to Bid on Public Works Projects* list prior to award of any contracts or subcontracts or excluded from federal contracts on SAM.gov
 23. **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**
 24. **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

Note: Copies of applicable laws and regulations are available upon request from the Department of Community Connections. A listing of these applicable laws and regulations are to be incorporated in each contract, subcontract and consultant agreement issued by Prime Contractor and/or Contractor and Subcontractors or its contractors.

Evidence of Insurance Coverage & Bonding

Throughout the life of this project, the Contractor, its consultants or subcontractors, shall carry Commercial General Liability Insurance, Commercial General Automobile Liability Insurance Coverage, and other coverage as may be appropriate.

Contracting Agency and Pierce County shall be named as an additional insured on all required policies for services performed under this Agreement and shall provide a Certificate of Insurance executed by an authorized insurance agent indicating the coverage below. The Contractor's insurance is considered the primary source of coverage.

The Contractor shall obtain and keep in force during the full term of this Agreement the following insurance coverage:

Workman's Compensation Insurance	Workman's Compensation Insurance in compliance with the laws of the State of Washington covering all employees who perform for the Contractor under this Agreement.
Commercial General Automobile Liability	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence with no greater than a \$1,000.00 deductible.
Commercial General Liability	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence OR combined single limit coverage of \$2,000,000, with no greater than a \$1000.00 deductible.
Professional Liability Insurance	Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this Agreement.

In the event of non-renewal, cancellation or material change in the coverage provided, thirty (30) calendar days written notice shall be furnished to the Contracting Agency prior to the date of non-renewal, cancellation, or change.

ADDITIONAL INSURANCE REQUIREMENTS: CONSTRUCTION, PERFORMANCE, PAYMENT AND FIDELITY BONDS

- A. Each construction contractor on the project shall be required to maintain, throughout the life of any construction contract, a one hundred percent (100%) performance bond or fifty percent (50%) retainage in lieu of bonding.
- B. Each construction contractor shall also maintain, throughout the life of any construction contract, a payment bond, guaranteeing payment to subcontractors and suppliers in an amount equal to the total amount of work and materials to be subcontracted and/or purchased.

Prevailing Wages

Wage Determination Notice

Any construction performed as a part of this agreement is considered a public work and subject to Federal (See HUD 4010 below) and State labor provisions and prevailing wage rates. Wage rates must be incorporated into the bid and/or all construction related contracts/subcontracts of this Project.

Please call the Pierce County Community Connections Department Contract Compliance Specialist ten (10) days preceding the bid opening or contract signing date to confirm the applicable Federal and State wage decisions for the project. The applicable State and Federal wage decisions must be incorporated into the bid and/or all construction related contracts and subcontracts of this project.

Note that both Federal Davis Bacon Prevailing Wage and State Prevailing Wages on Public Works Act (Chapter 39.12 RCW) prevailing wage rules apply to this CDBG-funded construction project. According to the more restrictive Federal rules:

- Davis-Bacon wage decision lock-in is based on the formal bid opening date, as long as the construction contract is awarded within 90 days. The bid due date is the date that General Contractor bids for the Project are due to the Awarding Agency. All sub-contractors use this same bid due date and award date. Companies whose workers are covered by a collective bargaining agreement must pay those agreed upon rates when they become effective. Apprentice rates may be downloaded from: <https://fortress.wa.gov/lni/wagelookup/PrvWageLookUp.aspx>
- If the construction contract is not awarded within 90 days of the formal bid, the date the construction contract is awarded is the lock-in date.
- If there is no formal bid opening, the date the construction contract is signed is the lock-in date. If construction begins prior to a formal bid opening or the contract award date, the date that construction began locks in the rates.

Federal Wage Rate Determination

County: Pierce

Construction Type (i.e Residential, Building, Heavy, Highway): Highway
Wage Determination Number (and modification date): June 15th 2015

(See appendix B for rates.)

Federal Labor Standards Provisions (HUD 4010)

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor 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 Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation 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 such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Washington State Prevailing Wage

State of Washington Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335 PO Box 44540, Olympia, WA 98504-4540

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Online wage rate lookup:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

See appendix A for Washington State prevailing wage rates.

Additional Information & Reporting Forms (reference materials)

Civil Rights Compliance

Policy Statement

Pierce County assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Pierce County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

CONTRACT CIVIL RIGHTS COMPLIANCE MEASURES:

Community Development Block Grant funded contracts must conform to federal Civil Rights requirements. **This compliance requires those specific forms and/or provisions are included within the contract.** The dollar amount of the contract generally determines which civil rights documents and/or special language must be included.

A. REQUIRED DOCUMENTS/LANGUAGE

In order for contracts to comply with Civil Rights requirements, contracts and bid documents must contain several specific documents. Due to the fact that bid packages precede the signed contract and often become part of the contract, it is the bid package that usually contains these "working documents".

a. All Contracts

1. All contracts are subject to the requirements of Title VI of the Civil Rights Act of 1964 as well as the Rehabilitation Act of 1973. **All contracts under \$10,000 must contain the following language:**

2. *“The contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and the Rehabilitation Act of 1973. During the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, sex, familial status or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.”*

3. **The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.** The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, familial status or national origin.

b. The Contractor shall incorporate the following requirements in all subcontracts.

- i. **Certification of Non-Segregated Facilities:** Prior to the award of any construction contract over \$10,000, the Contractor must submit signed **“Certifications of Non-Segregated Facilities”** forms for him/herself and all subcontractors. A sample of this form for Prime Contractors is included.
- ii. **Certification of Equal Employment Opportunity:** Prior to the contract award, the contractor and all subcontractors must submit signed the applicable certification regarding **Equal Employment Opportunity.**
- iii. **Section 202 of Executive Order 11246:** Construction contracts over \$10,000 are subject to Section 202 of Executive Order 11246 that mandates nondiscrimination in federally funded contracts. All contracts over \$10,000 **must contain the entire text of Section 202.** This text is included in the General Contract Requirements.

SELECTION OF A SUCCESSFUL BIDDER (Prime only)

The successful bidder shall be selected on the basis of having submitted the lowest responsive bid and which demonstrates a good faith effort to achieve those goals and which does not exceed the funds available to complete the project. The bidder shall identify the MBE/WBE firms, which will be used, including dollar amounts to each MBE/WBE, at time bids are submitted by completing and attaching to that bid the Subcontractor Certification Form.

CONTRACT COMPLIANCE

Contract Compliance obligations and conditions of contract award relating to MBE/WBE participation on this project, and generally to all subcontractors, are specified below:

Within 10 calendar days after the execution of the public works contract between Contracting Agency and the contractor, or at the Pre-Construction Conference, the contractor shall furnish to Contracting Agency an executed, written copy of every subcontract or supply contract between the contractor and each subcontractor, supplier or manufacturer and those utilized by the contractor to meet MBE/WBE goals. Written copies of all subcontracts or supply contracts subsequently entered into are to be provided to Contracting Agency within 15 calendar days of execution.

M/WBE participation in this public works contract and a good faith effort to secure M/WBE participation is encouraged.

To ensure that the purposes of State of Washington and U. S. Department of Labor MBE/WBE goals are achieved to the fullest extent possible, within the bounds of the law, Contracting Agency shall review the contractor's MBE/WBE compliance effort during the performance of the public works contract.

Each bidder, contractor and subcontractor shall submit applicable documentation set forth.

In the event that a MBE or WBE subcontractor expects to share the resources of the prime contractor or another subcontractor in the form of financial assistance, facilities, equipment and/or personnel, a written statement detailing the extent of the shared resources and the reasons therefore shall be furnished to Contracting Agency, at or before, the Pre-Bid Conference. If the subcontractor is added after construction has begun, that written statement shall be provided within 5 calendar days.

That information shall be reviewed and evaluated by Contracting Agency to ensure that the subcontractor is in compliance with contract provisions. The decision of Contracting Agency regarding the extent to which any shared resources will be allowed, or directions regarding corrective actions to be taken to bring such arrangements into compliance with contract specifications, shall be final.

<p>This report is to be completed by grantee, developer, sponsor, builders, agencies, and/or project owners for reporting content and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authority; and contracts entered into by recipients of CDBG rehabilitation assistance.</p> <p>Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.</p> <p>This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-6002 to report employment and training opportunities data. Form HUD-2516 is to be</p> <p>Community Development Programs</p> <p>1. Grantee: Enter the name of the unit of government submitting this report.</p> <p>3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.</p> <p>7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes), for example: B-22-MC-25-0134. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.</p> <p>7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.</p> <p>7c. Type of Trade: Enter the numeric codes which best indicates the contractor/subcontractor's service. If subcontractor ID number is provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and contracting activities.</p> <p>7d. Business Racial/Ethnic/Gender Code: Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.</p> <p>7e. Woman Owned Business: Enter Yes or No.</p> <p>7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.</p> <p>7g. Section 3 Contractor: Enter Yes or No.</p> <p>7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.</p> <p>7i. Section 3 Contractor: Enter Yes or No.</p> <p>7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.</p>	<p>completed in public and Indian housing and need community development programs. Form HUD-6002 is to be completed by a other HUD programs including State administered community development programs covered under Section 7. A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low-income residents;</p> <p>or provides subcontracting or business development opportunities to businesses owned by low or low-income residents. Low and very low-income residents include participants in Year 20 build programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.</p> <p>The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 802(c) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction</p> <p>Multifamily Housing Programs</p> <p>1. Grantee/Project Owner: Enter the name of the unit of government, agency or contractor submitting this report.</p> <p>3. Contact Person: Same as item 3 under CPD Programs.</p> <p>4. Reporting Period: Check only one period.</p> <p>5. Program Code: Enter the appropriate program code.</p> <p>7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.</p> <p>7b. Amount of Contract/Subcontract: Same as item 7b under CPD Programs.</p> <p>7c. Type of Trade: Same as item 7c under CPD Programs.</p> <p>7d. Business Racial/Ethnic/Gender Code: Same as item 7d under CPD Programs.</p> <p>7e. Woman Owned Business: Enter Yes or No.</p> <p>7f. Contractor Identification (ID) Number: Same as item 7f under CPD Programs.</p> <p>7g. Section 3 Contractor: Enter Yes or No.</p> <p>7h. Subcontractor Identification (ID) Number: Same as item 7h under CPD Programs.</p> <p>7i. Section 3 Contractor: Enter Yes or No.</p> <p>7j. Contractor/Subcontractor Name and Address: Same as item 7j under CPD Programs.</p>	<p>sets or unusually high on low-income families. Very low-income families (including single persons) whose incomes do not exceed 30 percent of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.</p> <p>Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front. Complete item 7i. Only once for each contractor/subcontractor on each semi-annual report.</p> <p>Enter the prime contractor's ID in item 7f for all contracts and subcontracts. Include only contracts executed during this reporting period. IfAS/HSAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.</p> <p>1. Project Owner: Enter the name of the unit of government, agency or mortgage entity submitting this report. Check box as appropriate.</p> <p>3. Contact Person: Same as item 3 under CPD Programs</p> <p>4. Reporting Period: Check only one period.</p> <p>5. Program Code: Enter the appropriate program code.</p> <p>7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.</p> <p>7b. Amount of Contract/Subcontract: Same as item 7b under CPD Programs.</p> <p>7c. Type of Trade: Same as item 7c under CPD Programs.</p> <p>7d. Business Racial/Ethnic/Gender Code: Same as item 7d under CPD Programs.</p> <p>7e. Woman Owned Business: Enter Yes or No.</p> <p>7f. Contractor Identification (ID) Number: Same as item 7f under CPD Programs.</p> <p>7g. Section 3 Contractor: Enter Yes or No.</p> <p>7h. Subcontractor Identification (ID) Number: Same as item 7h under CPD Programs.</p> <p>7i. Section 3 Contractor: Enter Yes or No.</p> <p>7j. Contractor/Subcontractor Name and Address: Same as item 7j under CPD Programs.</p>
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WA State Prevailing Wage Requirements

APPLICABILITY

This project is funded by Pierce County with Federal monies and is considered a public works contract. Labor Standards clauses contained in this section meet the requirements of the Washington State Department of Labor and Industries.

MINIMUM WAGE RATES FOR LABORERS, WORKMEN AND MECHANICS

Wage rates and fringe benefits established by the State Department of Labor and Industries pursuant to RCW 39.12, which are in effect 10 calendar days prior to opening bids, are applicable to this public works project.

All laborers and mechanics employed or working upon the site of this public work will be paid the state or 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.

The contractor and each subcontractor shall, on or before the date of commencement of 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.

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 Contracting Agency, Contracting Agency is prohibited by law from releasing any payment to the contractor for the public work covered by that form.

FRINGE BENEFITS

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 Contracting Agency and Pierce County. Or finally, benefits may be paid as some combination of the above.

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 receives a total of wages and fringes which equals the total wages and fringes specified.

Where an employer has established a benefit program which requires the pre-approval of Contracting Agency and 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 State Prevailing Wage provisions.

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 Contracting Agency, Pierce County, or the State of Washington. 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.

FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

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, Contracting Agency requires that an hourly cash equivalent be established and approved by the Pierce County before the first payment to that class of laborers or mechanics.

OVERTIME COMPENSATION

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

UNDERPAYMENTS OF WAGES, BENEFITS OR OVERTIME

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 Contracting Agency.

Where the contractor or subcontractor fails to make prompt payment and/or restitution when directed to do so, Contracting Agency, 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 Contracting Agency containing prevailing wage requirements, so much of that payment as Contracting Agency 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 Contracting Agency, 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 Contracting Agency 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, Contracting Agency 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.

EMPLOYMENT OF APPRENTICES/TRAINEES

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.

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.

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.

The contractor or subcontractor will be required to furnish to Contracting Agency 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.

"ANTI-KICKBACK" REQUIREMENTS

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 addenda 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;

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.

PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The contractor and each subcontractor shall prepare its payrolls on the Washington State Department of Labor and Industries Prevailing Wage Program payroll forms or its own equivalent payroll form, (which form must be acceptable to Contracting Agency). 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 Contracting Agency at all times.

The contractor and each subcontractor shall submit weekly to Contracting Agency, **no more than 7 calendar days following the last workday covered by the payroll**, an original signed copy of the payroll and "Affirmation". 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.

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.

PAYROLL DEDUCTIONS

Deductions made under the circumstances or situations described in the paragraphs of this section may be made providing that Contracting Agency has been given advance notice of the contractor's/subcontractor's intent to make such deductions:

Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal income and social security taxes.

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.

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.

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: the deduction is not otherwise prohibited by law, it is either: 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 provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; 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, the deductions shall serve the convenience and interest of the employee.

Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

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.

Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Way Funds, and similar charitable organizations.

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.

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 Contracting Agency 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 Contracting Agency, said contractor or subcontractor shall immediately provide substantiating information to Contracting Agency.

Any contractor or subcontractor may apply to Contracting Agency for permission to make any deduction not permitted above. Contracting Agency may grant permission whenever it finds that:

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:

The deduction is not otherwise prohibited by law;

The deduction is either 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 provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

The deduction serves the convenience and interest of the employee.

Any application for the making of payroll deductions as noted above shall comply with the requirements prescribed in the following paragraphs of this section:

The application shall be in writing and shall be addressed to Contracting Agency.

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.

The application shall state affirmatively that there is compliance with the standards. The affirmation shall be accompanied by a full statement of the facts concerning such compliance.

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.

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.

Contracting Agency 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.

CONTRACTORS AND SUBCONTRACTORS WHO ARE THEMSELVES PERFORMING WORK AS LABORERS AND MECHANICS

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.

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.

EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN THE WAGE DECISION

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. The contractor will apply to Contracting Agency for determination of the appropriate rate and Contracting Agency will contact the appropriate state agency. No laborer or mechanic will be employed on this public works project until and unless an appropriate wage classification has been determined.

SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site and or the manufacturing or finishing of materials, articles, supplies, or equipment on or off the site of the public works project under this contract by the employees of the contractor or of any subcontractor may be deemed to be work in which the Labor Standards Provisions may apply. It is the responsibility of the contractor to ensure that employees, subcontractors and suppliers abide by all regulations in force and applicable to this contract.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

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.

INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

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 Contracting Agency's prior written approval of the subcontractor.

To be considered a subcontractor on this public works project, each such firm (including firms where the owner-operator is the sole employee) must:

- Have a federal tax number;
- Be licensed by the state;
- Have a legitimate mailing address and phone; and,
- Have a formal contract between the parties, implementing all of the requirements of the prime construction contract including required contract clauses, applicable wage determinations, and federal regulations.

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.

COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

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.

CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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 Contracting Agency

QUESTIONS CONCERNING PREVAILING WAGES AND ASSOCIATED REGULATIONS

All questions concerning state or federal prevailing wages, benefits, overtime requirements, work hours, payroll deductions or their associated regulations shall be referred directly to Contracting Agency, and/or Pierce County Contract Compliance Specialist.

POSTING WAGE DETERMINATIONS AND SIGNAGE

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

BREACH OF LABOR STANDARDS PROVISIONS

In addition to any other causes for termination, Contracting Agency and 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 provisions.

PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

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 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.

SUBMITTAL OF PAY CERTIFICATION

To meet the requirements 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.

Requests for payment submitted without this form will not be processed for payment until the form is provided.

Minority/Women Business Enterprise Goals

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.

Pierce County encourages a “good faith effort” to utilize minority business enterprises (MBE’s) and women owned business enterprises (WBE’s) 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 contractors, subcontractors and suppliers shall not unlawfully discriminate against their employees or applicants for employment on the basis of race, creed, color, sex, sexual orientation, age, disability, veteran status, marital status, national origin, the presence of any sensory, mental or physical disability. It requires that construction contractors and their subcontractors comply with certain federal contracting and labor standards laws and practices as noted in the agreement for the federally funded project. 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 provided guidance 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. This guidance does not replace the Contractor’s and/or Subcontractor’s obligations under county, state and/or federal regulations.

PIERCE COUNTY BUSINESS AND EMPLOYEES

Pierce County has identified discrimination in the areas of 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.

EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Contractors and subcontractors shall comply with the EEO and training specifications and requirements in federal, state and local requirements pertaining to the utilization of minorities and women as employees and trainees on this capital facilities 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, sexual orientation, age, disability, veteran status, marital status, national origin, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a disabled person.

GOALS

Pursuant to applicable federal and local regulations and requirements, the County has established separate and distinct goals for minority and women employment for this capital facilities contract and all subcontracts in the amount of:

10% for employment of minorities; and 6.9% for employment of women.

The State of Washington has established the following Minority and Women Business Enterprise (MWBE) goals. These goals are voluntary, but achievement of the goals is encouraged. No preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as a condition of or receiving an award or completion of the contract work, and bids/proposals will not be rejected or considered non-

responsive on that basis. Bidders may contact the State Office of Minority and Women Enterprises at 1-866-208-1064.

<u>Class of contract</u>	<u>MBE%</u>	<u>WBE%</u>
Construction/Public Works	10	6
Architects/Engineers	10	6
Professional Services	10	4
Purchased Services	10	6
Purchased Goods	8	4

Goals established by the Department of Labor for federal projects:

<u>Federal goals</u>	<u>MBE%</u>	<u>WBE%</u>
Nationwide	-	6.9%
Pierce County, WA	6.2%	-

All necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus are firms are used when possible.

Affirmative steps shall include:

1. Placing qualified MBE/WBE on solicitation lists;
2. Assuring that MBE/WBE are solicited whenever there are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MBE/WBE.
4. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce and the State Office of Minority and Women Business Enterprises.

SCOPE

These goals are for the contractor's and each subcontractor's aggregate workforce in each trade on all construction in Pierce County, whether or not such work is funded by the County.

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.

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 capital facilities 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 capital facilities 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.

Section 3 Requirements for HUD Funded Public Works Projects

I. GENERAL

A. In addition to the use of MBE and WBE subcontractors and suppliers, and the use of women and minorities as employees, 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.

B. 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.

C. 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.

D. 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.

E. 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 Contracting Agency, 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.

II. SPECIFIC REQUIREMENTS

A. 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:

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

B. Applicability

All construction contracts issued by Contracting Agency 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.

C. Definitions

1. 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).
2. 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.
3. A "Section 3 Business Concern" means a business concern whose:
 - a) Ownership is 51% or more by low-income Pierce County; or whose
 - b) 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

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

4. 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 Contracting Agency, 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.

5. Bidders are advised that Contracting Agency 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:

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

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

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

D. Requirements

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

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

8. The Bidder/Contractor for this contract has formulated a Section 3 Plan. The Plan is included as an Attachment to this contract. Contracting Agency shall provide to the Pierce County Community Connections Department regular status reports throughout the contract period as agreed upon with Pierce County. 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.

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

Section B (Blue) - Proposal Forms

SUBMIT THIS SECTION FOR YOUR BID/PROPOSAL on the

58th Avenue Sidewalk Improvements

Contractor: _____

- Bid Form and Proposal
- Cost Breakdown
- Bid Security
- Bidder's Construction Experience
- Contractor Registration
- Lawsuits or Regulatory Actions
- List of Proposed Subcontractors
- Non-Collusion Affidavit
- Certification Regarding Equal Employment Opportunity
- Contractor's/Subcontractor's Certification Form MBE/WBE Participation
- Contractor's & Subcontractor's Combined Certification
- Certification of Non-Segregated Facilities
- Lobbying Certification
- Bidder/Subcontractor Section 3 Representation Form

Proposal - Signature

City of Fife -Project: **58th Avenue Sidewalk Improvements**

5411 23rd Street E

Fife, Washington 98424

Date: _____

Total Bid Amount Including Tax (from page 15): \$ _____

The undersigned, as Bidder, declare that we have personally examined the Project site in the City of Fife, and all of the plans, specifications, and Contract Documents herein contained, and that we will contract with the City of Fife on the form of agreement provided herewith to do everything necessary to perform and complete construction called for in the Contract for the construction of the Project listed above, at the price and on the terms and conditions herein contained in the Contract Documents. Total price for the Contract has been written in words followed by numbers in parentheses.

We agree that the following shall form a part of this proposal: All forms required to be submitted with this Proposal, as shown on the Bidders Checklist above. We acknowledge that addenda numbers ____ to ____ have been delivered to us and have been examined as part of the Contract Documents.

Attached is a proposal guaranty bond duly completed by a guaranty company authorized to carry on business in the state of Washington in the amount of at least five percent (5%) of the total amount of our proposal.

If our proposal is accepted, we agree to sign the Contract and to furnish the performance bond and the required evidence of insurance within ten (10) calendar days after receiving written notice of the award of the Contract. We acknowledge that the City of Fife may forfeit our bid deposit as liquidated damages in the event of our non-compliance with the requirements of this paragraph.

The Bidder agrees to prosecute the work in accordance with this Document and the Contract Documents. Bidder further agrees to complete the Project within the allotted time as specified in the Contract.

The Bidder understands that the Owner reserves the right to reject any and all proposals, as well as increase or decrease the scope of work, in accordance with **Section 1-04 of the 2012 WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction.**

Bidder

Telephone

By Authorized Official

Date

Contractor's Registration No.

Business Address

All blank lines must be filled in to constitute a completed Bid Form.

Proposal Sheets

Insert proposal sheets

Bid Security

Insert Bid Security Here:

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company authorized to issue such bonds in Washington State in the amount of 5 percent of the bid. Such cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the Contract, or, if award has not been made within calendar 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as bidder has not been notified of the acceptance of its bid.

The successful bidder, upon its failure or refusal to execute and deliver the Contract and bonds required within 10 calendar days after bidder has received notice of the acceptance of its bid, shall forfeit to the Owner, as liquidated damages for failure or refusal, the security deposited with its bids.

Bidder's Construction Experience

All questions must be answered and data given must be clear and comprehensive. If necessary, add separate sheets for items 6 – 12.

1. Name of bidder: _____
2. Permanent main office address: _____
3. When organized: _____
4. Where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm name? _____
6. Contracts on hand. (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.) _____

7. General character of the work performed by your company: _____

8. Have you ever failed to complete any work awarded to you? _____
If so, where and why? _____

9. Have you ever defaulted on a contract? _____

10. List the more important projects recently completed by your company, stating approximate cost for each, and the month and year completed.

11. List your major equipment available for this contract: _____

12. Experience in construction work similar in size /scope to this project: _____

13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by CONTRACTING AGENCY?

14. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by CONTRACTING AGENCY.

Bidder: _____

By: _____

Date: _____ Title: _____

Contractor Registration

Bidder: Insert a copy of your active Contractor Registration in the Submittal Packet in place of this Notice.

Bankruptcy, Lawsuits or Regulatory Actions

As part of its bid package, 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 Contracting Agency the right to cancel the contract or apply other legal or administrative remedies.

- 1. Has the organization (either under this name or other names this organization has done business as) been in any form of bankruptcy at any time during the last seven (7) years? If “yes,” please attach a copy of the bankruptcy petition, showing the case name, number, court, initial filing date, applicable Bankruptcy Code (chapters), and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case if no discharge order was issued. If the organization has operated under other names, please list those with the years of operation.**
- 2. In the past seven (7) years, have any bankruptcy proceedings been initiated by or against the organization (whether or not closed) or is any bankruptcy proceeding pending by or against the organization regardless of the date of filing?**
- 3. Describe in detail what the organization’s long term plan is to address any potential difficulties the above is having on your ability to complete this project.**
- 4. Are there any other regulatory actions, legal actions, and/or potential lawsuits pending against the organization? If so, please describe.**
- 5. Litigation: Provide the caption, cause number, Court, Counsel, and general summary of any litigation pending, or judgment rendered, within the past three (3) years against the bidder, as applicable.**

Contractor's & Subcontractor's Combined Certification

(Required Information, MBE/WBE, EEO, Labor Standards, Debarment, Litigation/Regulatory Action)

State of Washington
County of Pierce

Project Name:
Contractor/Subcontractor:
Mailing Address:
Email Address:
Phone:
IRS Identification No. :
Contractor's License No.:
Cage Code (former CCR#; visit sam.gov):
DUNS No.:
This firm is (check one): <input type="checkbox"/> sole proprietorship <input type="checkbox"/> partnership <input type="checkbox"/> corporation <input type="checkbox"/> other:
Union Affiliation (check one): <input type="checkbox"/> non-union <input type="checkbox"/> union:

List all owners, partners or officers of this firm:

Name	Title	Address

List other construction business(es) in which this firm has a substantial interest:

Name	Address	Type of Business

--	--	--

The following person(s) may sign certified payroll reports for this firm:

(sample signature)

(printed or typed name, title)

(sample signature)

(printed or typed name, title)

This firm deducts from employee wages, benefits for authorized programs specified in attached Form 4010 Section A. 1. (i) Minimum Wages, as follows:

Benefit	Agency To Whom Paid

This firm deducts benefits from employee wages for programs which are not authorized under in attached Form 4010 Section A. 1. (i) Minimum Wages, (and which require approval):

Benefit	Agency To Whom Paid

The undersigned, having executed a contract with Contracting Agency (or with a Subrecipient, contractor or subcontractor of Contracting Agency for the construction of the public works project described above, acknowledges that:

1. The MBE/WBE and EEO and State prevailing wage 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.

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 Contracting Agency 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 is in any other way prevented from carrying out the provisions of this public works contract; and
3. The undersigned certifies that (Check one):
 - It is, or It 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 attached to this form. Failure to provide this information, or failure to provide accurate information, may render the bid non-responsive or give Contracting Agency the right to cancel the contract or apply other legal or administrative remedies.

4. He/she promises to forward to Contracting Agency within 15 calendar days following execution, a copy of all subcontract agreements entered into on this project.

Contractor: _____ Date: _____

By: _____ Title: _____
(typed or printed name)

Non-Collusion Affidavit

STATE OF WASHINGTON

COUNTY OF PIERCE

The undersigned, being first duly sworn on oath, says that the bid herewith submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and (s)he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said bidder has not in any manner sought by collusion to secure him/herself an advantage over any other bidder or bidders.

Signature of Bidder/Contractor

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public in and for the
State of Washington.
Residing at _____

My Commission Expires: _____

Certification Regarding Equal Employment Opportunity

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY: Bidder Contractor Subcontractor

Name and Address of Bidder/Contractor/Subcontractor (*include Zip Code*):

--

1. Bidder/Contractor/Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause: (check one)
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract: (check one)
 Yes No
3. Bidder/Contractor/Subcontractor has filed all compliance reports due under applicable instructions, including SF-100: (check one)
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? (check one)
 Yes No

Name and Title of Signer (please print)

Signature

Date

Contractor's/Subcontractor's Certification Form MBE/WBE Participation

Chapter 39, RCW (Substitute House Bill 1370) requires each bidder to identify at time of bid, all subcontractors performing more than 10 percent of the project. Pierce County and Contracting Agency require that all subcontractors and suppliers to be utilized on this project be identified at time of bid on the form below.

M/WBE Participation:

I, the official representative of (Bidder's name) _____ do hereby acknowledge that the State of Washington has established voluntary participation goals for minority and women business enterprises for this project and certify that we will attempt to achieve the following MBE and WBE participation to meet those goals:

MBE Participation: 10% , WBE Participation: *6.9%

*Federally funded project must meet nationwide WBE goal of 6.9%, which is higher than the State WBE goal of 6%.

List of Subcontractors and Suppliers

Subcontractors, suppliers and manufacturers which we will utilize on this project include the following:

1. Firm Name/Address	2. Work/Supplies Provided	3. Contract Value \$	4. M/WBE Demographic Group	5. Sub/Sup/Mfr

If more space is required, use additional pages.

Contractor: _____ Date: _____

By: _____

_____ Title: _____

(typed or printed name)

Instructions for completing form:

1. **Firm Name/Address** - List full name and address of each firm which will be utilized as a subcontractor, supplier and/or manufacturer and further identify others that will be utilized to attempt to meet M/WBE goals.
2. **Work/Supplies provided** - List specific work to be accomplished or supplies to be furnished by each firm (subcontractor, supplier, and/or manufacturer).
3. **Contract Value \$** - List the value of the contract for the work or supplies furnished by each to nearest dollar.
4. **M/WBE Group** - Identify if firm is a minority or woman-owned business. Where a minority firm is listed, enter code showing the demographic code of that firm as follows:

W = White

B = Black/African American

A = Asian

AI = American Indian/Alaskan Native

HL = Hispanic or Latino

NH = Native Hawaiian/Other Pacific Islander

2+ = Two or more races

FH = Female Head of Household

- 5 **Sub/Sup/Mfr** - Enter code showing if the listed M/WBE firm is a contractor, subcontractor, supplier or manufacturer. (Examples: CONT = Contractor, MFR = Manufacturer, SUB = Subcontractor, SUP = Supplier).

Certification of Non-Segregated Facilities

State of Washington
Pierce County

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: _____
(signature)

(typed or printed name)

Lobbying Certification

The Contractor/Subcontractor certifies that, to the best of its knowledge and belief:

No federal appropriate funds have been paid, or will be paid by, or behalf of the contractor/subcontractor, or any of its elected or appointed officials or employees, to any person for influencing, or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employees of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

If funds other than federal appropriate funds have been paid, or will be paid to any person for influencing, or attempting to influence, an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded agreement, the contractor/subcontractor shall complete and submit to CONTRACTING AGENCY, a federal Standard Form-LL "Disclosure Form To Report Lobbying" in accordance with its directions

The contractor/subcontractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all contractor/subcontractor's shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor: _____ Date: _____

By: _____

(typed or printed name)

Bidder/Subcontractor Section 3 Representation Form

BIDDER/
SUBCONTRACTOR: _____

STREET ADDRESS: _____

TOWN/ZIP CODE: _____

CONTACT PERSON: _____

PHONE & FAX NO: _____

REPRESENTATION

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

- IS NOT A SECTION 3 BUSINESS
- IS A SECTION 3 BUSINESS, which:
 - 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/SUBCONTRACTOR, or;
 - will award subcontracts in excess of 25% of the dollar amount of all subcontracts to the Section 3 businesses identified below:

Proposed Section 3 Subcontractor

CONTRACT AMOUNT (\$)

(Continue on separate sheet, if necessary.)

* To qualify as “low income” the income level of the resident must not exceed 80% of area median income as defined by HUD (the right column below).

2013 HUD Definitions Income Limits effective 12-11-2012			
Family Size	Extremely Low Income (30%)	Very Low Income (50%)	Low (80%)
1 (Person)	\$14,750	\$24,600	\$39,350
2 (Person)	\$16,850	\$28,100	\$44,950
3 (Person)	\$18,950	\$31,600	\$50,550
4 (Person)	\$21,050	\$35,100	\$56,150
5 (Person)	\$22,750	\$37,950	\$60,650
6 (Person)	\$24,450	\$40,750	\$65,150
7 (Person)	\$26,150	\$43,550	\$69,650
8 (Person)	\$27,800	\$46,350	\$74,150

After award of the bid, it will, if selected, complete a Section 3 Plan with the Pierce County Community Connections Department. 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/SUBCONTRACTOR and named subcontractor(s):

Contractor	Est. Number of New Hires
BIDDER/PRIME _____	_____
SUBCONTRACTOR _____	_____
SUBCONTRACTOR _____	_____
SUBCONTRACTOR _____	_____
<i>(continue on separate sheet, if necessary.)</i>	

PART II – PRESENT EMPLOYEES

(Includes your entire organization)

We presently employ ____ **full-time employees**, including:

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

We also presently employ ____ **part-time employees**, comprised of:

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

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 disabled individuals

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 disabled 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.)

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

\$ [] Section 3 Pierce County Businesses

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 the State of Washington and U. S. Department of Labor M/WBE goals as follows:

[6.9%] Certified Women Business Enterprises (WBE’s)

[10%] Certified Minority Business Enterprises (MBE’s)

Pierce County Businesses – to greatest extent practicable

Each agency, organization, firm or individual 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.

Contractor/Subcontractor: _____

(signature) _____
(date)

(typed or printed name)

Contracting Agency: _____

(signature) _____
(date)

(typed or printed name)

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.

To:

(name of union or organization)

Subj.: Non discrimination in employment

RE:

(Project title)

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 Community Connections Department, 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:

Employment, Upgrading, Transfer or Demotion
Recruitment and Advertising
Rates of Pay or other forms of compensation
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: _____

(typed or printed name)

Section C (Gray) - Post Award Documents

Within 10 days after award, the Prime Contractor will deliver completed, accurate forms as listed below for its own firm and any and all subcontract firms.

FORM	Required?	
	PRIME	SUBS
Performance and Payment bond	YES	
Contractors & Subcontractors Combined Certification	*	YES
Non-Collusion Affidavit	*	YES
Certification Regarding Equal Employment Opportunity	*	YES
Contractor/Subcontractor Certification Form MBE/WBE Participation	*	YES
Certification of Non-Segregated Facilities	*	YES
Lobbying Certification	*	YES
Contractor / Subcontractor Section 3 Representation Form	*	YES
Notice to Labor Unions	*	YES
Evidence of Insurance	YES	YES
Intent to Pay Prevailing Wages (L&I form)	YES	YES
List of Proposed Subcontractors	YES	YES
Affirmative Action Program for Contractors and Subcontractors Plan 1	YES	YES
Affirmative Action Program for Contractors and Subcontractors Plan D	YES	YES
List of All Current Employees	YES	YES

*Submitted with bid.

In addition to the forms listed above, the Prime Contractor shall deliver executed subcontracts which contain the applicable provisions as set forth in General Contract Requirements of this bid manual within 10 days of award. Contracts subsequently entered into during the term of the project shall be delivered within 15 days of execution.

The Prime contractor shall be responsible for collecting, reviewing, signing and forwarding to CONTRACTING AGENCY, original Certified Payroll Reports for their own firm as well as all subcontractors on a weekly basis.

Contract Bond (Performance and Payment Bond)

Bond to **City of Fife**

Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____ a corporation, organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations as surety, are jointly and severally held and firmly bound to **City of Fife** in the penal sum of \$_____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and applicable local government ordinances.

Dated at _____, Washington, this ____ day of _____, 20__.

WHEREAS, **City of Fife** has let or is about to let to the said _____, the above bonded Principal, a certain contract, providing for _____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth; now, therefore,

If the said Principal, _____, shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold **City of Fife** harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by **City of Fife**, then and in that event, this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

Signed this ____ day of _____, 2013.

Surety

Principal

BY: _____

By: _____

Title

Title

Evidence of Insurance Coverage & Bonding

Throughout the life of this project, the Contractor, its consultants or subcontractors, shall carry Commercial General Liability Insurance, Commercial General Automobile Liability Insurance Coverage, and other coverage as may be appropriate.

Contracting Agency and Pierce County shall be named as an additional insured on all required policies for services performed under this Agreement and shall be provide a Certificate of Insurance executed by an authorized insurance agent indicating the coverage below. The Contractor's insurance is considered the primary source of coverage.

The Contractor shall obtain and keep in force during the full term of this Agreement the following insurance coverage:

Workman's Compensation Insurance	Workman's Compensation Insurance in compliance with the laws of the State of Washington covering all employees who perform for the Contractor under this Agreement.
Commercial General Automobile Liability	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence with no greater than a \$1,000.00 deductible.
Commercial General Liability	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence OR combined single limit coverage of \$2,000,000, with no greater than a \$1000.00 deductible.
Professional Liability Insurance	Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this Agreement.

In the event of non-renewal, cancellation or material change in the coverage provided, thirty (30) calendar days written notice shall be furnished to the CONTRACTING AGENCY prior to the date of non-renewal, cancellation, or change.

ADDITIONAL INSURANCE REQUIREMENTS: CONSTRUCTION, PERFORMANCE, PAYMENT AND FIDELITY BONDS

- A. Each construction contractor on the project shall be required to maintain, throughout the life of any construction contract, a one hundred percent (100%) performance bond or fifty percent (50%) retainage in lieu of bonding.
- B. Each construction contractor shall also maintain, throughout the life of any construction contract, a payment bond, guaranteeing payment to subcontractors and suppliers in an amount equal to the total amount of work and materials to be subcontracted and/or purchased.

Insert Certificate of Insurance

**CONTRACTING AGENCY and Pierce County c/o Department of Community
Connections as Additional Insured**

Non-Collusion Affidavit

STATE OF WASHINGTON

COUNTY OF _____)

The undersigned, being first duly sworn on oath, says that the bid herewith submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and (s)he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said bidder has not in any manner sought by collusion to secure him/herself an advantage over any other bidder or bidders.

Signature of Bidder/Contractor

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public in and for the
State of Washington.
Residing at _____

My Commission Expires: _____

Certification Regarding Equal Employment Opportunity

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY: Bidder Contractor Subcontractor

Name and Address of Bidder/Contractor/Subcontractor (*include Zip Code*):

5. Bidder/Contractor/Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause: (check one)
 Yes No
6. Compliance reports were required to be filed in connection with such contract or subcontract: (check one)
 Yes No
7. Bidder/Contractor/Subcontractor has filed all compliance reports due under applicable instructions, including SF-100: (check one)
 Yes No
8. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? (check one)
 Yes No

Name and Title of Signer (please print)

Signature

Date

Contractor's/Subcontractor's Certification Form MBE/WBE Participation

Chapter 39, RCW (Substitute House Bill 1370) requires each bidder to identify at time of bid, all subcontractors performing more than 10 percent of the project. Pierce County and Contracting Agency require that all subcontractors and suppliers to be utilized on this project be identified at time of bid on the form below.

M/WBE Participation:

I, the official representative of (Bidder's name) _____ do hereby acknowledge that the State of Washington has established voluntary participation goals for minority and women business enterprises for this project and certify that we will attempt to achieve the following MBE and WBE participation to meet those goals:

MBE Participation: 10% , WBE Participation: *6.9%

*Federally funded project must meet nationwide WBE goal of 6.9%, which is higher than the State WBE goal of 6%.

List of Subcontractors and Suppliers

Subcontractors, suppliers and manufacturers which we will utilize on this project include the following:

1. Firm Name/Address	2. Work/Supplies Provided	3. Contract Value \$	4. M/WBE Demographic Group	5. Sub/Sup/Mfr

If more space is required, use additional pages.

Contractor: _____ Date: _____

By: _____

_____ Title: _____

(typed or printed name)

Instructions for completing form:

5. **Firm Name/Address** - List full name and address of each firm which will be utilized as a subcontractor, supplier and/or manufacturer and further identify others that will be utilized to attempt to meet M/WBE goals.
6. **Work/Supplies provided** - List specific work to be accomplished or supplies to be furnished by each firm (subcontractor, supplier, and/or manufacturer).
7. **Contract Value \$** - List the value of the contract for the work or supplies furnished by each to nearest dollar.
8. **M/WBE Group** - Identify if firm is a minority or woman-owned business. Where a minority firm is listed, enter code showing the demographic code of that firm as follows:

W = White

B = Black/African American

A = Asian

AI = American Indian/Alaskan Native

HL = Hispanic or Latino

NH = Native Hawaiian/Other Pacific Islander

2+ = Two or more races

FH = Female Head of Household

5 Sub/Sup/Mfr - Enter code showing if the listed M/WBE firm is a contractor, subcontractor, supplier or manufacturer. (Examples: CONT = Contractor, MFR = Manufacturer, SUB = Subcontractor, SUP = Supplier).

Contractor's & Subcontractor's Combined Certification

(Required Information, MBE/WBE, EEO, Labor Standards, Debarment, Litigation/Regulatory Action)

State of Washington

County of Pierce

Date:

Contractor/Subcontractor:

Address:

Project Name:

Number:

Legal name of firm:

This firm is: (check one)

- single proprietorship
- partnership
- corporation
- other

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

Name	Title	Address

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

Name	Address	Type of Business

--	--	--

The following information is correct:

IRS Identification No.: _____
 Contractor's License No.: _____
 CCR/Cage Code: _____
 DUNS No.: _____

Union Affiliation: Yes No Union(s): _____

Will Use Apprentices: Yes No

The following person(s) may sign certified payroll reports for this firm:

(sample signature)

(printed or type name)

(sample signature)

(printed or type name)

This firm deducts from employee wages, benefits for authorized programs specified in attached Form 4010 Section A. 1. (i) Minimum Wages, as follows:

Benefit	Agency To Whom Paid
N/A	

This firm deducts benefits from employee wages for programs which are not authorized under in attached Form 4010 Section A. 1. (i) Minimum Wages, (and which require approval):

Benefit	Agency To Whom Paid
N/A	

The undersigned, having executed a contract with Contracting Agency (or with a Subrecipient, contractor or subcontractor of Contracting Agency for the construction of the public works project described above, acknowledges that:

3. The MBE/WBE and EEO and State prevailing wage provisions are included in the specifications of the contract and that the undersigned is obligated to comply with those requirements; and, that

4. The correction of any infraction of those requirements by the contractor, subcontractor, or any lower tier subcontractor is the responsibility of the prime contractor.
-
-

The undersigned further acknowledges and certifies that:

5. 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 Contracting Agency or is in any other way prevented from carrying out the provisions of this public works contract;
6. 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 is in any other way prevented from carrying out the provisions of this public works contract; and
7. The undersigned certifies that (Check one):

It is, or

It 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 attached to this form. Failure to provide this information, or failure to provide accurate information, may render the bid non-responsive or give Contracting Agency the right to cancel the contract or apply other legal or administrative remedies.

8. He/she promises to forward to Contracting Agency within 15 calendar days following execution, a copy of all subcontract agreements entered into on this project.

Contractor: _____ Date: _____

By: _____ Title: _____
(typed or printed name)

Certification of Non-Segregated Facilities

State of Washington
Pierce County

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: _____

(signature)

(typed or printed name)

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.

To:

(name of union or organization)

Subj.: Non discrimination in employment

RE:

(Project title)

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 Community Connections Department, 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:

Employment, Upgrading, Transfer or Demotion
Recruitment and Advertising
Rates of Pay or other forms of compensation
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: _____

(typed or printed name)

Bidder/Subcontractor Section 3 Representation Form

BIDDER/
SUBCONTRACTOR: _____

STREET ADDRESS: _____

TOWN/ZIP CODE: _____

CONTACT PERSON: _____

PHONE & FAX NO: _____

REPRESENTATION

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

- IS NOT A SECTION 3 BUSINESS
- IS A SECTION 3 BUSINESS, which:
 - 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/SUBCONTRACTOR, or;
 - will award subcontracts in excess of 25% of the dollar amount of all subcontracts to the Section 3 businesses identified below:

Proposed Section 3 Subcontractor

CONTRACT AMOUNT (\$)

(Continue on separate sheet, if necessary.)

* To qualify as “low income” the income level of the resident must not exceed 80% of area median income as defined by HUD (the right column below).

2013 HUD Definitions Income Limits effective 12-11-2012			
Family Size	Extremely Low Income (30%)	Very Low Income (50%)	Low (80%)
1 (Person)	\$14,750	\$24,600	\$39,350
2 (Person)	\$16,850	\$28,100	\$44,950
3 (Person)	\$18,950	\$31,600	\$50,550
4 (Person)	\$21,050	\$35,100	\$56,150
5 (Person)	\$22,750	\$37,950	\$60,650
6 (Person)	\$24,450	\$40,750	\$65,150
7 (Person)	\$26,150	\$43,550	\$69,650
8 (Person)	\$27,800	\$46,350	\$74,150

After award of the bid, it will, if selected, complete a Section 3 Plan with the Pierce County Community Connections Department. 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/SUBCONTRACTOR and named subcontractor(s):

Contractor	Est. Number of New Hires
BIDDER/PRIME _____	_____
SUBCONTRACTOR _____	_____
SUBCONTRACTOR _____	_____
SUBCONTRACTOR _____	_____
<i>(continue on separate sheet, if necessary.)</i>	

PART II – PRESENT EMPLOYEES

(Includes your entire organization)

We presently employ ____ **full-time employees**, including:

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

We also presently employ ____ **part-time employees**, comprised of:

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

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 disabled individuals

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 disabled 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.)

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

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 the State of Washington and U. S. Department of Labor M/WBE goals as follows:

6.9% Certified Women Business Enterprises (WBE’s)

10% Certified Minority Business Enterprises (MBE’s)

Pierce County Businesses – to greatest extent practicable

Each agency, organization, firm or individual 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.

Contractor/Subcontractor: _____

(signature) (date)

(typed or printed name)

Contracting Agency: _____

(signature) (date)

(typed or printed name)

List of Proposed Subcontractors

Bidder shall list ALL subcontractor(s) proposed to be used on this project.

NAME AND ADDRESS	DESCRIPTION OF WORK

Signed by _____

Title _____

Date _____

Affirmative Action Program for Contractors and Subcontractors –Plan 1

Contractor Name _____	Contract _____
Address _____	Date Awarded _____
City _____ State _____	Contract Working Days _____
E.E.O. Officer _____	Location _____
Phone Number _____	Work Element _____
SubContractor <input type="checkbox"/> Prime Contractor <input type="checkbox"/>	Est. Start Date _____

Contractor’s Present Work Force (all employees, may attach additional pages if needed):

Job Categories*	Total Employees	Total Minorities	# & Demographic Code (see below)	Women	Apprentice/ Trainee
Totals					

*Use EEO-1 Job Categories. See U.S. Equal Employment Opportunity Commission web site at: www.eeoc.gov

Contractor’s Projected Work Force – This Project (employees this project, attach additional pages if needed):

Job Categories*	Total Employees	Total Minorities	# & Demographic Code (see below)	Women	Apprentice/ Trainee
Totals					

*Use EEO-1 Job Categories. See U.S. Equal Employment Opportunity Commission web site at: www.eeoc.gov

Demographic Codes:

- | | |
|---------------------------------------------|-------------------------------------|
| W = White | A = Asian |
| B = Black/African American | AI = American Indian/Alaskan Native |
| NH = Native Hawaiian/Other Pacific Islander | H = Hispanic or Latino |
| 2+ = Two or more races | |

Total New or Additional Employees Required: _____

Contractor: _____ Date: _____

Affirmative Action Program for Contractors and Subcontractors–Plan D

Project Name: _____

Organization Name: _____

Subgrantee _____

Consultant _____

Prime Contractor _____

Subcontractor _____

1. Each agency, organization, firm or individual receiving HUD Community Development Block Grant (CDBG) funds through the Pierce County is responsible:
 - a. To encourage participation of Women and Minority Business Enterprises, and Pierce County as contractors, subcontractors and suppliers on physical improvement projects;
 - 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 disabled employees; and
 - d. To encourage participation of Pierce County lower-income residents and otherwise qualified disabled individuals as employees and/or trainees.

Each organization, firm or individual receiving CDBG funds is required, as a condition of acceptance, to indicate the affirmative action 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 disabled individuals
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 disabled 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 disabled individuals
4. To attempt to encourage M/WBE participation to meet the State of Washington and U. S. Department of Labor M/WBE goals, and to actively recruit, solicit and encourage women, minorities, and lower-income Pierce County residents, and otherwise qualified disabled 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 these goals; however, if additional employees or trainees are required we agree to make a "good faith effort" to encourage application of minorities, women, lower-income Pierce County residents, and otherwise qualified disabled individuals to fill such openings. We will take the following affirmative action's 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 disabled 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 disabled individuals.
 - c. Recruit through local community service organizations for minorities, women, lower-income Pierce County residents, and otherwise qualified disabled individuals.
 - d. Maintain a reference list of minorities, women, Pierce County lower-income residents and otherwise qualified disabled individuals that visit the job site or your facilities and request employment.
 - e. Treat all applicants for employment without unlawful prejudice or discrimination.
 - f. Other (specify) _____.

