

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.

CITY OF FIFE
PERFORMANCE & PAYMENT BOND WITH GUARANTY
(PUBLIC WORKS CONTRACTS)

Name of Project _____
Contractor (Principal) _____
Project/Contract # _____
Surety _____
Bond Amount \$ _____
Bond # _____

1. Date and Parties

This performance and payment bond with guaranty is dated, for reference purposes only, the _____ day of _____, 200__ and is executed by _____, as Principal(s), and _____, as Surety.

2. General Recitals

A. Principal has entered into a public works contract (the "Contract") with the City of Fife for certain work described as follows:

(the "Work").

B. This bond is furnished in accordance with RCW 39.08 to secure faithful performance of the Contract and payment of all persons covered under RCW 39.08.010.

3. Bond Amount

The Principal and the Surety agree and do jointly and severally bind themselves, their heirs, executors, administrators, and assigns, unto the City in the sum of _____ dollars (\$ _____).

4. Agreement to Perform

A. Principal, his or its heirs, executors, administrators, successors, or assigns, shall abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of the Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified.

B. Principal shall pay all laborers, mechanics, and subcontractors and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work.

C. Principal shall pay the taxes, increases, and penalties incurred on the Work under Titles 50, 51, and 82 RCW.

D. The Principal 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.

5. Indemnity Agreement

A. The Principal hereby agrees to indemnify and hold the City harmless from any and all claims that may be made against the City resulting directly or indirectly from any action or inaction of the Principal or his agents, employees or independent contractors relating directly or indirectly to work performed or to be performed under the terms of this agreement. This indemnity and hold harmless shall include City Costs related to defending against said claims, or in enforcing the terms of this agreement.

B. For purposes of this document, the term "City Costs" shall mean all City expenditures, obligations or debt incurred, including, but not limited to: construction, labor, equipment and material costs; City staff time; legal consultant fees; taxes and penalties; engineering consultant fees; financial consultant fees; publication, service or process and filing fees; mailing fees; cost of right-of way, real property and easement acquisition; and fees and costs to other governmental jurisdictions, that are made or incurred by the City, whether or not legal action is commenced.

6. Obligation of Surety

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, or fails to faithfully perform any of the provisions of the Contract or fails to well and truly perform and fulfill any of the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, then the Surety shall be liable to the City for City Costs resulting from said failure to perform, but not to exceed the Bond amount.

B. If the Principal (or any subcontractors or lower tier subcontractors of the Principal) fails to pay any laborers, mechanics, or subcontractors or material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, then the Surety shall be liable to the City for City Costs resulting from such failure to pay and to the persons covered by RCW 39.08.010, but not to exceed the Bond amount.

C. If the Principal (or any subcontractors or lower tier subcontractors of the Principal) fails to pay the taxes, increases, and penalties incurred on the Work under Titles 50, 51, and 82 RCW, then the Surety shall be liable to the City for City Costs resulting from such failure to pay and to the State of Washington, but not to exceed the Bond amount.

D. If the Principal fails 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, then the Surety shall be liable to the City for City Costs resulting from such failure, but not to exceed one tenth of the Bond amount.

E. The Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby

waive notice of any change, extension of tie, alterations or additions to the terms of the Contract or the Work or to the specifications.

F. The Surety agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid to the Principal shall automatically increase the obligation of the Surety on this Bond in a like amount. However, such increase shall not exceed twenty-five percent (25%) of the original amount of this Bond without the consent of the Surety.

7. Address for Notices

All notices required hereunder shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested, to:

Principal:

Surety:

Name

Name

Street address

Street address

City, State and zip code

City, state and zip code

Facsimile number

Facsimile number

8. Default

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to faithfully, fully, and timely perform the Contract or any amendments thereto as required hereunder, fails to pay any laborers, mechanics, or subcontractors or material suppliers, or any persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, or fails to pay the taxes, increases, and penalties incurred on the Work under Titles 50, 51, and 82 RCW, then the City shall notify the Principal and the Surety that such failures must be cured to the satisfaction of the City Public Works Department within seven days from the date of the Notice, or such longer time as may be determined by the City Public Works Director. If the failures are not so cured and approved within the period stated in the notice then the Surety, upon written demand by the City, shall immediately tender to the City the full amount of the Bond (less any amount previously paid to claimants in accordance with RCW 39.08) and the City will complete the Work and/or make the payments, as the case may be, deduct from the amount tendered the City Costs, and refund the remainder, if any, to the Surety.

B. If the Principal fails to correct any defects in materials, workmanship, or installation of the Work, as required hereunder, then the City shall notify the Principal and Surety that the Work must be corrected to the satisfaction of the City Public Works Department within seven days from the date of the Notice, or such longer time as may be determined by the City Public Works Director. If the Work is not corrected and approved within the period stated in the notice, then the Surety, upon written demand by the City, shall immediately tender to the City one tenth of the Bond amount (or the total amount remaining on the Bond whichever is less), and the City will correct the Work, and deduct from the amount tendered the City Costs.

The City shall retain the remainder until the end of the warranty period. If at the end of the warranty period the tendered monies have not been expended for City Costs associated with correction of Work, then the remaining amount shall be refunded to the Surety.

C. If the amount of the Bond is inadequate to pay for City Costs, either because the City Costs exceed the Bond amounts or the Surety is no longer solvent or fails to timely tender the appropriate amount, then the City shall forthwith notify the Principal and he shall tender the deficiency to the City within five days of said notification. If the City commences legal action to collect said deficiency then the prevailing party in said legal action shall be entitled to judgment for their reasonable costs and attorney fees incurred therein. Each Principal is jointly and severally liable for the obligations set forth herein.

9. Action by Claimants.

A. All such persons mentioned in RCW 39.08.010 shall have a right of action in his, her, or their own name or names on the Bond for work done by such laborers or mechanics, and for materials furnished or provisions and goods supplied and furnished in the prosecution of the Work: PROVIDED, That such persons shall not have any right of action on this Bond for any sum whatever, unless within thirty days from and after the completion of the Contract with an acceptance of the Work by the City Council, the laborer, mechanic or subcontractor, or material supplier, or person claiming to have supplied materials, provisions or goods for the prosecution of such Work, shall present to and file with the City a notice in writing in accordance with RCW 39.08.030.

B. Every person, firm or corporation furnishing materials, supplies or provisions to be used in the construction, performance, carrying on, prosecution or doing of any of the Work, shall, not later than ten days after the date of the first delivery of such materials, supplies or provisions to any subcontractor or agent of any person, firm or corporation having a subcontract for the construction, performance, carrying on, prosecution or doing of such Work, deliver or mail to the Principal a notice in writing stating in substance and effect that such person, firm or corporation has commenced to deliver materials, supplies or provisions for use thereon, with the name of the subcontractor or agent ordering or to whom the same is furnished and that the Principal and the Bond will be held for the payment of the same, and no suit or action shall be maintained in any court against the Principal or this Bond to recover for such material, supplies or provisions or any part thereof unless the provisions of this section and RCW 39.08.065 have been complied with.

C. The State of Washington shall have a right of action on the Bond for taxes, increases, and penalties incurred on the Work under Titles 50, 51, and 82 RCW.

10. Modification.

This document cannot be modified, nor the obligations created hereunder terminated, without the City's express written consent.

11. Governing Law--Venue.

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.

PRINCIPAL:

SURETY:

By: _____

By: _____
Title _____

Title _____

PRINCIPAL:

Accepted by the City this _____ day of _____, 20____.

By: _____

By: _____

Title _____

Title _____

[Power of Attorney must be attached to Bond]

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 _____, 2018.

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 |
|----------------------|---------------------------|----------------------|----------------------------|----------------|
| | | | | |
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|--|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |

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

HL=Hispanic or Latino

B = Black/African American

NH = Native Hawaiian/Other Pacific Islander

A = Asian

2+ = Two or more races

AI =American Indian/Alaskan Native

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 | Code *see below |
|------|-------|---------|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | | |
|------------------------|--|---|
| * Racial/Ethnic Codes: | 1 = White Americans 2 = Black Americans 3 = Native Americans | 4 = Hispanic Americans 5 = Asian/Pacific Americans 6 = Hasidic Jews |
|------------------------|--|---|

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:

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)

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). HOME income limits are published by HUD at least annually at its website: <https://www.hudexchange.info/manage-a-program/home-income-limits/> (select the State of Washington, Tacoma for relevant income limits).

| Pierce County CDBG Program 2018 HUD HOME Income Limits Tacoma, WA Effective 06-01-2018 | | | |
|--|----------------------------------|-----------------------------|-----------|
| Household/ Family Size | Extremely Low Income (30%) | Very Low Income (50%) | Low (80%) |
| 1 (Person) | \$15,700 | \$26,150 | \$41,800 |
| 2 (Person) | \$17,950 | \$29,850 | \$47,800 |
| 3 (Person) | \$20,200 | \$33,600 | \$53,750 |
| 4 (Person) | \$22,400 | \$37,300 | \$59,700 |
| 5 (Person) | \$24,200 | \$40,300 | \$64,500 |
| 6 (Person) | \$26,000 | \$43,300 | \$69,300 |
| 7 (Person) | \$27,800 | \$46,300 | \$74,050 |
| 8 (Person) | \$29,600 | \$49,250 | \$78,850 |

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 _____ | _____ |

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

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:

| | |
|-------------------------|---|
| \$ <input type="text"/> | Certified Women Business Enterprises (WBE's) |
| \$ <input type="text"/> | Certified Minority Business Enterprises (MBE's) |
| \$ <input type="text"/> | Lower-income Pierce County residents |
| \$ <input type="text"/> | 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:

| | |
|-----------------------------------|---|
| <input type="text" value="6.9%"/> | Certified Women Business Enterprises (WBE's) |
| <input type="text" value="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.

Will subcontractors be used to complete the proposed work?

No: Sign form.

Yes: Provide subcontract information and sign form. Add additional sheets if needed to list all expected subcontractors.

| NAME AND ADDRESS | DESCRIPTION OF WORK |
|------------------|---------------------|
| | |
| | |
| | |
| | |
| | |
| | |

Signed by _____ Date: _____

Title _____

Affirmative Action Program for Contractors and Subcontractors – Plan 1

| | |
|--|---|
| Contractor Name _____ | Contract _____ |
| Address _____ | Date Awarded _____ |
| City _____ State _____ | Contract Working _____ |
| 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 |
|-----------------|-----------------|------------------|----------------------------------|-------|----------------------|
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| 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 |
|-----------------|-----------------|------------------|----------------------------------|-------|----------------------|
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| | | | | | |
| Totals | | | | | |

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

Demographic Codes:

W = White

B = Black/African American

NH = Native Hawaiian/ Other Pacific Islander

2+ = Two or more races

A = Asian

AI = American Indian/Alaskan Native

H = Hispanic or Latino

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) _____.

List Of All Current Employees

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

| Contractor/Sub: | | Project: | | |
|------------------------|--------------|-----------------|-------|------------------|
| Employee Name | Job Category | Address | Phone | Demographic Code |
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The contractor hereby certifies that: 1.____, it intends to hire additional employees; or 2.____, that it does NOT intend to hire additional employees to perform this project.

Certified by:
Name of Contractor _____

Signature _____