

Request For Quote Vadis 820 Lafayette St S Project

SPECIFICATION, PROPOSAL, CONTRACT DOCUMENTS

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Section A (White)- Notifications

Request For Quote Vadis Lafayette St S Project

Invitation:

Vadis is seeking quotes from qualified, licensed and bonded contractors to perform specific categories of work related to the project, known as Vadis Lafayette St S Project, located at 820 Lafayette St S, **Tacoma, WA 98444**. This project is federally funded with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development, CDBG number 14.218, Grant number B-19-UC-53-0002, through the Pierce County CDBG program administered by Pierce County Department of Human Services, Community Development Division and is subject to Title 24 CFR 570 and the U.S. Code of Federal Regulations as applicable. This project is subject to Washington State Prevailing Wages as described in the Prevailing Wage section of this quote packet.

Brief Scope of Work:

This is a housing rehab which includes 2 concrete ramps, privacy fencing, widen bathroom doorway, replace bathroom vanity with a pedestal sink, replace tub enclosure with ADA shower, and replace flooring with LVT.

There will be a **pre-quote conference** held on **February 18, 2020 at 10:00 am on site at 820 Lafayette St S, Tacoma, WA 98444**. The work must be coordinated with Mary Bushnell. **Questions about this solicitation should be directed to Mary Bushnell; 253-863-5173 ext.245 / mary@vadis.org.**

The project site will be available for subcontractors to review on **February 18, 2020 at 10:00 am on site.**

Minority and/or Women Owned Businesses and Section 3 Contractors are encouraged to submit quotes. Contractors shall not be discriminated against on grounds of sex, race, color, age, religion, national origin, disability, or other protected classes. Contractors are encouraged to hire apprentices and Section 3 residents. Further, all contractors are encouraged to consider minority and women owned businesses as potential subcontractors and material suppliers for this project. Washington State maintains a list of certified Minority and Women's Business Enterprises at: <http://omwbe.wa.gov/directory-of-certified-firms/>. Contractors will contract directly with Vadis. **Contractors must submit one (1) original, sealed quote on February 28, 2020 by 4:00 pm to Mary Bushnell at 1701 Elm St. E. Sumner WA 98390.**

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. **Quotes will be opened and posted at 1701 Elm St. E. Sumner WA on February 28, 2020 at 4:15 pm.**

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Instructions to Contractors

Vadis Lafayette St S Project

Where the term “Owner” or “Contracting Agency” are used within the context of these Contract Documents, it shall be taken to mean: Vadis

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 contractor 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 contractor 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 contractor has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a contractor to receive or examine any of the Contract Documents shall in no way relieve contractor from any obligations with respect to contractor’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. Examination of Site and Conditions.

A pre-quote meeting will take place onsite at 820 Lafayette St S, Tacoma, WA 98444 on February 18, 2020 at 10:00 am. The contractor must satisfy themselves by their own investigation that all conditions affecting the proposed rehabilitation work are workable under the guidelines of the Specification. Any conflicts or discrepancies found by the contractor must be brought to the attention of the CONTRACTING AGENCY.

No statement made by any officer, agent, or employee of the Owner pertaining to the site of the work or the conditions under which the work must be performed will be binding on the Owner.

4. Addenda and Interpretations of Documents.

No interpretation of meaning of the Plans, Specifications, or other pre quote documents will be made to any contractor 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 quotes. 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 contractor. Failure of any contractor 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.

5. Pre-quote Conference.

A pre-quote meeting will take place onsite at 820 Lafayette St S, Tacoma, WA 98444 on February 18, 2020 at 10:00 am.

6. Preparation of Proposal.

The contractor shall submit his/her quote on the blank forms entitled "Quote Form and Proposal" furnished by the CONTRACTING AGENCY. Quote amounts must be broken down into the appropriate categories as called for on the "Cost Breakdown" form. The contractor shall specify the quote price in figures. ALL FIGURES SHALL BE IN INK OR TYPED. Failure to break down quote amounts or to quote any one of the alternates (when applicable) may result in quote 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 contractor shall comply with all other specific requirements of the Proposal Form.

7. Permits.

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

8. Approximate Quantities.

On all items on which quotes are to be received on a unit price basis, the quantities stated in the quote 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 contractor shall make its own estimate from the Contract Drawings of the quantities required on each item and calculate its unit price quote for each item accordingly. Quotes will be compared on the basis of number of units stated in the quote schedule. Payment on the Contract on unit price items will be based on the actual number of units installed in the completed work.

9. Material Substitution.

Each contractor shall base its quote 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.

10. Supplemental Schedule of Unit Prices.

Where the Quote Form and Proposal requires a lump sum quote for a particular item (or items) and further requires contractor 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 quote shall not otherwise affect the balance of the quote or construction Contract.

11. 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.

12. Submission of Proposal.

Each Quote and Proposal shall be delivered NO LATER than the specified quote opening date and time. Contracting Agency WILL NOT accept quotes that are mailed. Contractors are to hand-deliver their quotes. Quotes must be in a sealed package clearly marked on the outside with the name of the contractor and the title of the project. **Contractors must submit one (1) original, sealed quote on February 28, 2020 by 4:00 pm to Mary Bushnell at 1701 Elm Street E. Sumner WA 98390.**

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 contractor is not registered on the Contracting Agency's official plan holders list the quote may be considered nonresponsive.

13. 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 contractor 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 contractor; no other form of procedure will be accepted.

14. Withdrawal of Proposal.

A Proposal may be withdrawn at any time prior to the scheduled closing time for filing quotes. This may be done by the contractor in person or upon contractor'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 quotes, no contractor 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 quotes are submitted. Quotes received after the scheduled closing time will be returned to the contractor unopened.

15. Qualification of Contractors.

It is the intention of the Owner to award a contract only to a contractor who is responsive to quote requirements and furnishes satisfactory evidence that contractor 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 contractor to perform the work, and the contractor shall furnish to the Owner all such information and data for this purpose as the Owner may request.

Each contractor 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 quote.

16. Disqualification of Contractors.

More than one quote 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 contractor is interested in more than one quote for the work contemplated will cause the rejection of all quotes in which such contractor is interested. If there are reasonable grounds for believing that collusion exists among the contractors, the quotes of the participants in such collusion will not be considered.

17. Rejection of Quotes.

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 Contractor 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 quotes or to waive irregularities or informalities at its discretion. If the lowest quote exceeds the funds that are estimated by the Owner as available, the Owner reserves the right to eliminate any combination of the quote alternatives or to reject all quotes.

19. Low Quote.

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

Acceptance of the quote 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 quote, by some officer or agent of the Owner duly authorized to give such notice. Upon acceptance of a Quote 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 contractor 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 contractor 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 contractor to execute the agreement and file the required bonds and insurance within the required time, contractor shall forfeit its quote security as agreed hereinbefore. Upon annulment of an award as aforesaid, the Owner may then award a contract to the next responsible selected contractor.

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 contractor shall commence work within 10 working days after the issuance by the Owner of a written Notice to Proceed and shall complete all work within 45 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 contractor shall execute an Affidavit of Non-collusion on the attached form that such quote is not a sham or collusion and in no respect or degree is the quote made in the interest or on behalf of any person, firm, or corporation not named in the Proposal containing such quote.

26. Contract.

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

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Specifications

Vadis Lafayette St S Project

1. PERMITS

The Quote Form and Proposal submitted by the contractor shall include the cost of securing ALL applicable permits.

2. Wheelchair Ramp-FRONT

Contractor to provide a monolithic concrete ramp at the front of the home. The existing porch shall be used as a landing and the ramp shall be centered with the entry door and run parallel to the existing sidewalk and terminate with a 5' x 5' level landing. The maximum slope of the ramp shall be 1:12. The minimum clear width of the ramp shall be 48". The ramp shall have metal powder coat handrails on both sides of the run. The gripping surface shall be continuous. Top of handrails shall be between 34"-38". Outdoor ramps shall have landings with a 1:50 slope that shed water away from the building. Transitions between surfaces shall be no greater than ¼" in height.

3. Wheelchair Ramp- REAR

Contractor to provide a monolithic concrete ramp at the rear entrance of the home. The contractor shall prep existing finished surfaces for a concrete pour and provide a 5' x 5' landing with a 1:50 slope away from the building. The ramp shall then right angle to the west and terminate with a 5' x 5' level landing near the side yard. The maximum slope shall be 1:12. The minimum clear width of ramp shall be 48". The ramp shall have metal powder coat handrails on both sides of the run. The gripping surface shall be continuous. Top of handrails shall be between 34"-38". Outdoor ramps shall have landings with a 1:50 slope that shed water away from the building. Transitions between surfaces shall be no greater than ¼" in height.

4. Wood Fence

Remove and dispose of chain link fence from the rear of the southeast corner of the property heading west until you get to the rear corner of the home. Supply and install a cedar fence in its place. The fence shall be picture framed panels 6 ft in height with posts spaced 6 ft apart. Make sure that the post is plumb in both directions. Allow the concrete to cure as per the manufacturer. Supply and install two .40 incised pressure treated 2 x 4 rails that are screwed with either hot dipped galvanized or zinc coated of stainless screws in brackets. Attach 1" x 6" boards with four hot dipped galvanized nails or screws. The bottom of the fence boards shall not contact the ground.

5. Luxury Vinyl Tile

Remove and dispose of existing MDF veneer solid surface flooring throughout the house. Prep existing floor for installation by pulling base and ensuring floor is clean and free of significant elevation changes. Provide and install Armstrong Luxe Plank A6409-761 in Groveland Natural (or Owner approved equivalent) per manufacturer's instructions. Reapply base or provide and install new. Touch up paint on walls as needed.

6. Install Recessed Light Fixture

Supply and install light fixture and single pole switch in the dining area near the entrance of the home. Install light per manufacturer's recommendations and local electrical codes. Provide LED bulbs and locate per homeowner directions.

7. Refrigerator

Provide new Energy Star rated refrigerator/freezer where indicated. Unit to include frost free freezer, shelves, vegetable keeper, ice tray, temp adjustment and interior light. Minimum volume of 22 cu. ft. Color: Black

8. ADA Shower Conversion

Contractor to demo and dispose of fiberglass shower enclosure. Provide and install Sterling Accord (or owner approved equivalent) 36" x 60" x 74-1/2" shower stall in white Home Depot model #72290103-N-O, SKU# 1000782668 (or owner approved equivalent). Provide and install a chrome plated single handle mixing valve with scald guard, and height adjustable hand-held shower head on a slide bar. Install per manufacturer's instructions and caulk perimeter of enclosure and shower pan with appropriate colored silicone sealant. Unit to be backed by a 5-year warranty. Consult owner or rehab specialist on size of pan. Restore surrounding surfaces to match existing.

9. ADA Toilet

Provide and install an ADA or comfort height toilet where indicated. Unit shall be high profile design with UL tested flushing mechanism, elongated seat, 2" flush valve, 2-1/4" glazed tray way, and provide complete tank trim with coupling components. Install new wash ring with neoprene washer, brass bolts and new supply lines.

10. ADA Sink

Provide and install a wall hung ADA sink where indicated. The rim or counter surface height of sink not to exceed 14". Knee clearance beneath the sink shall be a minimum 27" in height. Sink width shall be 30" and depth 19". Exposed hot water supply must be insulated or otherwise routed as to avoid contact with user. There shall be no sharp edges or abrasive surfaces below the sink. The faucet must be easily operated with one hand and not require tight grasping or twisting motions. Match tile floor under vanity as needed with a tile as close as possible.

11. Door Modification- Master Bathroom

Remove existing bathroom door and framing and replace with a 3-0 pre hung paneled door to match existing. Hardware to include 2 butt hinges as needed. Add ADA passage lockset if requested. Door is to operate freely, close tightly and have even margins. Work to include the patching or repair of original door frame's footprint in floor.

12. Contingency

7% contingency required on all quotes.

13. SALES TAX

Contractor to charge Washington State sales tax for project address as of date of invoice. Check Department of Revenue website to verify sales tax rate.

Contract Forms

Sample Agreement

VADIS/CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into in duplicate, this ____ day of _____, 2020, by and between Vadis, hereinafter called the Contracting Agency, and _____, hereinafter called the Contractor.

SCOPE OF SERVICES

That is consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

The Contractor shall do all work and furnish all tools, materials, labor, and equipment for the Vadis Lafayette St S Project, in accordance with and as described in the Contract Documents and shall perform any alterations in or additions to the Work provided under this Agreement and every part thereof.

The Contractor shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract, including all permitting, inspection fees, etc., and every part thereof, except such as are mentioned in the Contract Documents to be furnished by the Contracting Agency including the Specifications and Bid Documents for the Vadis Lafayette St S house rehabilitation project, which are incorporated herein and made part by reference.

The Contracting Agency hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials to do and cause to be done the above described work and to complete and finish the same according to the attached specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid hereto attached, at the time and in the manner upon the conditions provided for in this contract.

The Contractor for itself, and for its heirs, executors, administrators, successors, and/or assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES

Work shall start within ten (10) working days after notice to proceed from the Contracting Agency and shall be completed within forty-five (45) working days after the date of such notice.

If said work is not completed within the time specified, the Contractor agrees to pay to the Contracting Agency liquidated damages as set forth in the Contract Document incorporated herein, for each and every date said work remains uncompleted after the expiration of the specified time.

PRE-CONSTRUCTION CONFERENCE AND NOTICE TO PROCEED

A. Within ten working days of contract execution, and prior to the commencement of work, the Contractor shall attend a pre-construction conference with representatives of the Contracting Agency and other interested parties convened by the Contracting Agency. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The Contracting Agency will provide the Contractor with the date, time, and place of the conference.

B. The Contractor shall begin work upon receipt of a written Notice to Proceed from the Contract Officer or designee. The Contractor shall not begin work prior to receiving such notice.

CONSTRUCTION PROGRESS SCHEDULE

A. No later than five days after the work commences on the contract, the Contractor shall provide a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completing by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Agency may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule. At a minimum, the schedule should cover a three (3) week period; one (1) week prior to current date, the current week and one week look ahead.

B. Failure of the Contractor to comply with the requirements of the Contracting Agency under this clause shall be grounds for a determination by the Contracting Agency that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Agency may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Termination and Suspension clause of this contract.

COMPENSATION AND METHOD OF PAYMENT

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the Contracting Agency.

B. No payment shall be made for any service rendered by the Contractor except for services identified and set forth in this Agreement.

C. The Contracting Agency shall pay the Contractor for work performed under this Agreement as detailed in the Specifications and Bid Documents for the Vadis Lafayette St S. project which are incorporated herein and made a part hereof by this reference.

D. The Contractor shall submit to the Contracting Agency on forms approved by the Contracting Agency, a voucher or invoice for services rendered during the pay period.

E. The Contracting Agency shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the Contractor within approximately thirty (30) days thereafter.

INDEPENDENT CONTRACTOR RELATIONSHIP

The parties intend that the relationship of an independent Contractor between the Contractor and the Contracting Agency will be created by this agreement. The Contracting Agency is interested primarily in the results to be achieved. The implementation of services will lie solely with the Contractor. No agent, employee, servant or representative of the Contracting Agency for any purpose, and the employees of the Contractor are not entitled to any of the benefits the Contracting Agency provides for its employees. The Contractor will be solely and entirely responsible for the acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

In performance of the services herein contemplated the Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the Contracting Agency and shall be subject to the Pierce County's general rights of inspection and review to secure the satisfactory completion thereof.

CONTRACTOR'S EMPLOYEES – PREVAILING WAGE REQUIREMENTS

The Contractor shall be responsible for payment of wages and salaries, plus all appropriate and timely employment related contributions, for all employees of the Contractor, including but not limited to Worker's Compensation Insurance and Unemployment Insurance. The Contractor shall also comply with applicable prevailing wage requirements, and shall document the same to the Contracting Agency upon request, and shall file with the Contracting Agency appropriate affidavits, certificates and/or statements of compliance with the prevailing wage requirements. The Contractor shall also ensure that any subcontractors or agents of the Contractor shall comply with the requirements thereof.

BOND REQUIREMENTS

The Contractor shall provide and deliver to the Contractor Agency, such Performance Bond(s) as may be required by the Contracting Agency, in such amount(s) and form(s) as required by the Contracting Agency.

HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall indemnify and hold the Contracting Agency and Pierce County and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Contracting Agency arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Contracting Agency, its agent, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the Contracting Agency, its agents, employees and/or officers from any claims arising from the sole negligence of the Contracting Agency, its agents, employees, and/or officers.

No liability shall attach to the Contracting Agency by reason of entering into this Agreement except as expressly provided herein.

INSURANCE

The Contractor, and if applicable, its consultants or subcontractors shall obtain and keep in force during the full term of this Agreement the following insurance coverage:

A. 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.

B. The Contractor shall not begin work under this Agreement until all insurance documentation required in this section has been obtained and approved by the Contracting Agency. The Contractor shall provide a Certificate of Insurance executed by an authorized insurance agent indicating the coverage below:

| | |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 no greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this Agreement. |

C. The Contracting Agency and Pierce County shall be specifically named as additional insured in the insurance coverage required above. A certificate of such insurance or a copy of such insurance policy or policies shall be provided to the Contracting Agency within ten (10) working days after the execution of this Agreement. The Contractor's insurer shall agree to give the Contracting Agency thirty (30) days written notice of cancellation or reduction in coverage below the limits set forth herein. Coverage in the minimum amount set forth therein shall not be construed to relieve the Contractor from liability in excess of such coverage. Further, the Contracting Agency reserves all claims or rights of action against the Contractor if the Contracting Agency were not named in the subject policy or policies.

D. 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 County and the Pierce County Community Development Corporation prior to the date of non-renewal, cancellation, or change. Such notice must be sent to the Contracting Agency.

E. The Contracting Agency has no obligation to report occurrences unless a claim is filed. Contracting Agency has no obligation to pay the Contractor's insurance premiums.

COMPLIANCE WITH LAWS

The Contractor in the performance of this Agreement shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, or any other standards or criteria as described in the Agreement to assure quality of services.

The Contractor shall comply with all CDBG funding requirements and of the provisions included in the Bid Documents.

The Contractor specifically agrees to pay any applicable business license fees and taxes which may be due on account of this Agreement.

NONDISCRIMINATION

A. The Contracting Agency is an equal opportunity employer.

B. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law Against Discrimination.

C. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment and/or subcontracting has been authorized by the Contracting Agency, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provision in the immediately preceding paragraphs herein.

RESTRICTION AGAINST ASSIGNMENT

The Contractor shall not assign this Contract or any interest herein, nor any money due or to come due hereunder without first obtaining the written consent of the Contracting Agency, nor shall the Contractor subcontract any or any part of the services to be performed hereunder, without first obtaining the consent of the Contracting Agency.

CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Contractor agrees that, notwithstanding such dispute or conflict, the Contractor shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

CONTRACT ADMINISTRATION

This contract shall be administered by the _____ on behalf of the Contractor and by the Director of Contracting Agency on behalf of the Contracting Agency. Any written notices required by terms of the Contract shall be served or mailed to the following address(es):

If to the Contracting Agency:

If to the Contractor:

Mary Bushnell
Vadis
1701 Elm Street E
Sumner, WA 98390

CHANGES

A. The Contracting Agency may, at any time, without notice to the sureties, by written order may make changes in the work within the general scope of the contract including changes;

- 1) In the drawings, plans and specifications;
- 2) In the method or manner of performance of the work;
- 3) Contracting Agency-furnished facilities, equipment, materials, services, or site;

or,

- 4) Directing the acceleration in the performance of the work.

B. Any other written order or oral order (which, as used in this paragraph b) includes direction, instruction, interpretation, or determination) from the Contracting Agency that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Agency written notice within five (5) days stating: the date, description, justification for proposed change order. The Contracting Agency must approve, disapprove change order proposal within ten (10) days in writing.

C. Except as provided in this clause, no order, statement or conduct of the Contracting Agency shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

D. If any change under this clause causes an increase or decrease in the Contractor's costs of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Agency shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph b) above shall be allowed for any costs incurred more than 5 days before the Contractor gives written notice as required. In the case of defective specifications for which the Contracting Agency is responsible, the equitable

adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

E. The Contractor must assert its right to an adjustment under this clause within 5 days after

- 1) Receipt of a written change order under paragraph a) of this clause, or
- 2) The furnishing of a written notice under paragraph b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Agency may extend the period for submission. The proposal may be included in the notice required under paragraph b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

F. The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- 1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs – when size of change warrants revision.
- 2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and not normally treated as direct costs. Fringe benefits.
- 3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allow ability of the direct and indirect costs shall be determined in accordance with the Contract Cost principals and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by a subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

G. The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

H. The Contracting Agency shall act on proposals within 10 days after their receipt, or notify the Contractor of the date when such action will be taken.

I. Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Claims and Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

J. Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Agency.

MODIFICATIONS

Only the Contracting Agency has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

The Contracting Agency may modify the contract unilaterally 1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or 2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in Contracting Agency address).

CONSTRUCTION AND VENUE

This Contract shall be construed in accordance with the laws of the State of Washington. In the event of any litigation regarding the construction or effect of this Contract, or the rights of the parties pursuant to this Contract, it is agreed that the litigation venue shall be Pierce County, Washington.

CLAIMS AND DISPUTES

Requests for Contract Adjustments and Relief

A. If either the Contractor or the Contracting Agency believes that it is entitled to relief against the other for any event arising out of or related to the Work, that party will provide written notice to the other party of the basis for its claim for relief.

B. That notice will, if possible, be made before incurring any cost or expense and in accordance with any specific notice requirements contained in applicable Sections of this Contract.

C. In the absence of any specific notice requirement, written notice will be given within a reasonable time, not to exceed 10 days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

D. Notice must include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of the request.

DISPUTE AVOIDANCE AND RESOLUTION

A. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the Contractor and the Contracting Agency each commit to resolving any disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

B. The Contractor and the Contracting Agency will first attempt to resolve disputes or disagreements at the field level through discussions between the Contractor's Representative and the Contracting Agency's Representative.

C. The Contracting Agency has the option of requiring that the Contractor provide the disputed work by means of time and materials. The disputed work will be paid for according to daily submittals from the Contractor that has been accepted by the Contracting Agency. Wage and materials rates are to be established for involved trades and equipment before the start of the work.

D. All claims, counterclaims, disputes and other matters in question between the Contracting Agency and the Contractor that are not resolved between the Contracting Agency and the Contractor will be decided in the Superior Court of Pierce County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between the Contracting Agency and the Contractor. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

E. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the direction of the Contracting Agency. Failure to comply precisely with the time deadlines under the paragraph as to any claim shall operate as a release of that claim and a presumption of prejudice to the Contracting Agency.

TERMINATION AND SUSPENSION:

A. Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.

B. Contracting Agency may terminate this Agreement upon not less than seven (7) days written notice to the Contractor if the services provided for herein are no longer needed from the Contractor.

C. If this Agreement is terminated through no fault of the Contractor, the Contractor shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in the contract documents incorporated herein.

MERGER AND AMENDMENT

This Contract contains the entire understanding of the parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This contract shall not be modified except by written instrument executed by all parties hereto.

Contracting Agency Contractor

_____ by _____

Executive Director (or designee)

Signature _____

Title _____

Address _____

UBI# _____

L&I acct # _____

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General Contract Requirements

1. COMPLIANCE WITH LOCAL AND FEDERAL REGULATIONS

Funding for this project is provided through PIERCE COUNTY, through its Department of Human Services, Community Development Division to **Vadis**, for the project identified as **Vadis Lafayette St S Project** which is a federally funded project through the Community Development Block Grant (“CDBG”) B-19-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 Contractor 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 non-discrimination in performance of the project and to the benefits deriving from it as implemented by HUD regulation 24 CFR 570.601(a)(1).
2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, relating to non-discrimination in housing as implemented by HUD regulation 24 CFR 570.601(a)(2).
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(b).
4. Construction projects must comply with the applicable requirements of Section 504 of the Rehabilitation Act of 1973 and The Americans with Disabilities Act of 1990 (ADA).
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, national origin, sex, age (Age Discrimination Act) or disability (Section 504) as implemented by HUD regulation 24 CFR 570.602 and the Americans with Disabilities Act (ADA) requirements as implemented by HUD regulation 24 CFR 570.614(b).
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. 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, as amended by Executive Orders 11375, 11478, 12086, and 12107 dealing with non-discrimination in employment (Equal Employment Opportunity) based on race, color, religion, sex, sexual orientation, gender identity, or national origin; and, Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations) as implemented by HUD regulation 24 CFR 570.607(a). During the performance of this Agreement, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 advancements 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, sexual orientation, gender identity, 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 County and the Secretary of Labor for purposes 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 cancelled, 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 No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 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 County 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 is threatened with litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests 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 businesses 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 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 anticipated date the work shall begin.
 - 4) The 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 provided 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 two (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 Contractors 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. 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 (42 U.S.C. Chapter 63: Sec 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. Chapter 63A 4851–4856), and implementing regulations at 24 CFR part 35, subparts A (Disclosure requirements), B (General requirements and definitions), J (Rehabilitation), K (Acquisition, Leasing, Support Services, or Operation), and R (Methods and Standards for Lead-Paint Hazard Evaluation Reduction Activities) implemented by 24 CFR 570 Subpart K – Other Program Requirements (Sections 608 Lead-based paint) apply to activities under this program.
13. EPA's Lead Renovation, Repair and Painting Program Rule (40 CFR Part 745). EPA RRP rule applies to pre-1978 housing and also child-occupied facilities and schools located in public and commercial buildings.
14. The regulations, policies, guidelines and uniform administrative requirements of 2 CFR 200 (formerly 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

as applicable per § 570.502 (Applicability of uniform administrative requirements).

15. The National Environmental Policy Act (NEPA) of 1969 and other statutory environmental requirements as implemented by HUD regulation 24 CFR 570.604. See additional NEPA Requirements for this project below.
16. Executive Orders 11625, 12138, and 12432, dealing with the use of minority and women owned business enterprises as implemented by HUD regulation 24 CFR 85.36(e).
17. The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
18. Executive Order 12888 relating to prevention, control and abatement of water pollution.
19. HUD Regulations for implementing the Community Development Block Grant Program contained in 24 CFR 570.
20. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).
21. The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and regulations set forth at 24 CFR Part 21.
22. The Contractor will comply with all applicable Washington State requirements regarding liens, and shall disclose all potential lien claimants as a condition of payment and require the prime contractor to disclose all potential lien claimants prior to payment by the Contractor.
23. Construction projects are subject to the bonding requirements of RCW 39.08 and 2 CFR 200.325 when applicable.
24. Additional NEPA Requirements:
 - A. Funding is subject to the National Environmental Policy Act (NEPA) regulations. The Owner/County must be contacted if there are any changes to the project after completion of the NEPA process. The Owner/County must be contacted if any additional ground disturbance is required that has not been included in the specifications. The Owner/County must be contacted in the event cultural resources are discovered during ground disturbance because of this project. The Contract will include this condition in any subcontracts to complete the work.
 - B. In accordance with Guidelines for the Inadvertent Discovery of Human Skeletal Remains on Non-Federal and Non-Tribal Lands in the State of Washington, any person engaging in ground disturbing activity that encounters skeletal human remains must cease all activity which may cause further disturbance to the remains, make a reasonable effort to protect the area from further disturbance, and report the presence and location of those remains to the county coroner and local law enforcement, (RCW 27.44; 68.50; 68.60). The Owner must be notified and Pierce County Department of Human Services staff must then be contacted.

- C. If any potentially archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop, the area must be secured, and the Owner must be notified and Pierce County Department of Human Services staff must be contacted. Thereafter, Pierce County staff must contact the concerned tribe's cultural staff and cultural committee and notify the Washington State Department of Archaeology and Historic Preservation.

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

Prevailing Wages

Washington State Prevailing Wage

Any construction performed as a part of this agreement is considered a public work and subject to Washington State Prevailing Wages on Public Works Act (Chapter 39.12 RCW). Prevailing Wage Rates must be incorporated into the bid and/or all construction related contracts/subcontracts of this Project.

- The prevailing wage rates, in a particular county, are determined by the bid due date for a public works project and these rates apply to that project until it is completed, unless the contract award date is six months or more after the bid due date. In this case the award date would determine the rates to be paid. 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. Updated Prevailing Wage rates are published twice each year: the first business day of February (effective 30 days later) and the first business day of August (effective 30 days later).
- 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.

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 and apprentice rates may be downloaded from:
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

This project is located in Pierce County, Washington and the bid due date is **February 28, 2020**:

Note: where available, residential rates may be used for this project.

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

Washington State Prevailing Wage

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.

Journey Level Prevailing Wage Rates for the Effective Date: 2/28/2020

| <u>County</u> | <u>Trade</u> | <u>Job Classification</u> | <u>Wage</u> | <u>Holiday</u> | <u>Overtime</u> | <u>Note</u> | <u>*Risk Class</u> |
|---------------|--------------------------------------------|---------------------------------------|-------------|----------------|-----------------|-------------|----------------------|
| Pierce | Asbestos Abatement Workers | Journey Level | \$50.86 | 5D | 1H | | View |
| Pierce | Boilermakers | Journey Level | \$69.04 | 5N | 1C | | View |
| Pierce | Brick Mason | Journey Level | \$58.82 | 5A | 1M | | View |
| Pierce | Brick Mason | Pointer-Caulker-Cleaner | \$58.82 | 5A | 1M | | View |
| Pierce | Building Service Employees | Janitor | \$19.99 | 5S | 2F | | View |
| Pierce | Building Service Employees | Traveling Waxer / Shampooer | \$20.39 | 5S | 2F | | View |
| Pierce | Building Service Employees | Window Cleaner (High Time) | \$27.29 | 5S | 2F | | View |
| Pierce | Building Service Employees | Window Cleaner (Non-High Time) | \$26.29 | 5S | 2F | | View |
| Pierce | Cabinet Makers (In Shop) | Journey Level | \$28.36 | | 1 | | View |
| Pierce | Carpenters | Acoustical Worker | \$62.44 | 7A | 4C | | View |
| Pierce | Carpenters | Carpenter | \$62.44 | 7A | 4C | | View |
| Pierce | Carpenters | Carpenters on Stationary Tools | \$62.57 | 7A | 4C | | View |
| Pierce | Carpenters | Creosoted Material | \$62.54 | 7A | 4C | | View |
| Pierce | Carpenters | Floor Finisher | \$62.44 | 7A | 4C | | View |
| Pierce | Carpenters | Floor Layer | \$62.44 | 7A | 4C | | View |
| Pierce | Carpenters | Scaffold Erector | \$62.44 | 7A | 4C | | View |
| Pierce | Cement Masons | Application of all Composition Mastic | \$62.97 | 7A | 4U | | View |
| Pierce | Cement Masons | Application of all Epoxy Material | \$62.47 | 7A | 4U | | View |
| Pierce | Cement Masons | Application of all Plastic Material | \$62.97 | 7A | 4U | | View |
| Pierce | Cement Masons | Application of Sealing Compound | \$62.47 | 7A | 4U | | View |
| Pierce | Cement Masons | Application of Underlayment | \$62.97 | 7A | 4U | | View |
| Pierce | Cement Masons | Building General | \$62.47 | 7A | 4U | | View |
| Pierce | Cement Masons | Composition or Kalman Floors | \$62.97 | 7A | 4U | | View |
| Pierce | Cement Masons | Concrete Paving | \$62.47 | 7A | 4U | | View |
| Pierce | Cement Masons | Curb & Gutter Machine | \$62.97 | 7A | 4U | | View |
| Pierce | Cement Masons | Curb & Gutter, Sidewalks | \$62.47 | 7A | 4U | | View |

| | | | | | | |
|--------|--------------------------------------------------------|-----------------------------------------------------------|----------|--------------------|--------------------|-----------------------------------------|
| Pierce | Cement Masons | Curing Concrete | \$62.47 | 7A | 4U | View |
| Pierce | Cement Masons | Finish Colored Concrete | \$62.97 | 7A | 4U | View |
| Pierce | Cement Masons | Floor Grinding | \$62.97 | 7A | 4U | View |
| Pierce | Cement Masons | Floor Grinding/Polisher | \$62.47 | 7A | 4U | View |
| Pierce | Cement Masons | Green Concrete Saw, self-powered | \$62.97 | 7A | 4U | View |
| Pierce | Cement Masons | Grouting of all Plates | \$62.47 | 7A | 4U | View |
| Pierce | Cement Masons | Grouting of all Tilt-up Panels | \$62.47 | 7A | 4U | View |
| Pierce | Cement Masons | Guniting Nozzleman | \$62.97 | 7A | 4U | View |
| Pierce | Cement Masons | Hand Powered Grinder | \$62.97 | 7A | 4U | View |
| Pierce | Cement Masons | Journey Level | \$62.47 | 7A | 4U | View |
| Pierce | Cement Masons | Patching Concrete | \$62.47 | 7A | 4U | View |
| Pierce | Cement Masons | Pneumatic Power Tools | \$62.97 | 7A | 4U | View |
| Pierce | Cement Masons | Power Chipping & Brushing | \$62.97 | 7A | 4U | View |
| Pierce | Cement Masons | Sand Blasting Architectural Finish | \$62.97 | 7A | 4U | View |
| Pierce | Cement Masons | Screed & Rodding Machine | \$62.97 | 7A | 4U | View |
| Pierce | Cement Masons | Spackling or Skim Coat Concrete | \$62.47 | 7A | 4U | View |
| Pierce | Cement Masons | Troweling Machine Operator | \$62.97 | 7A | 4U | View |
| Pierce | Cement Masons | Troweling Machine Operator on Colored Slabs | \$62.97 | 7A | 4U | View |
| Pierce | Cement Masons | Tunnel Workers | \$62.97 | 7A | 4U | View |
| Pierce | Divers & Tenders | Bell/Vehicle or Submersible Operator (Not Under Pressure) | \$116.20 | 7A | 4C | View |
| Pierce | Divers & Tenders | Dive Supervisor/Master | \$79.23 | 7A | 4C | View |
| Pierce | Divers & Tenders | Diver | \$116.20 | 7A | 4C | 8V View |
| Pierce | Divers & Tenders | Diver On Standby | \$74.23 | 7A | 4C | View |
| Pierce | Divers & Tenders | Diver Tender | \$67.31 | 7A | 4C | View |
| Pierce | Divers & Tenders | Manifold Operator | \$67.31 | 7A | 4C | View |
| Pierce | Divers & Tenders | Manifold Operator Mixed Gas | \$72.31 | 7A | 4C | View |
| Pierce | Divers & Tenders | Remote Operated Vehicle Operator/Technician | \$67.31 | 7A | 4C | View |
| Pierce | Divers & Tenders | Remote Operated Vehicle Tender | \$62.69 | 7A | 4C | View |
| Pierce | Dredge Workers | Assistant Engineer | \$56.44 | 5D | 3F | View |
| Pierce | Dredge Workers | Assistant Mate (Deckhand) | \$56.00 | 5D | 3F | View |
| Pierce | Dredge Workers | Boatmen | \$56.44 | 5D | 3F | View |
| Pierce | Dredge Workers | Engineer Welder | \$57.51 | 5D | 3F | View |
| Pierce | Dredge Workers | Leverman, Hydraulic | \$58.67 | 5D | 3F | View |
| Pierce | Dredge Workers | Mates | \$56.44 | 5D | 3F | View |
| Pierce | Dredge Workers | Oiler | \$56.00 | 5D | 3F | View |
| Pierce | Drywall Applicator | Journey Level | \$62.44 | 5D | 1H | View |
| Pierce | Drywall Tapers | Journey Level | \$62.94 | 5P | 1E | View |
| Pierce | Electrical Fixture Maintenance Workers | Journey Level | \$17.76 | | 1 | View |
| Pierce | Electricians - Inside | Cable Splicer | \$74.69 | 5C | 1G | View |
| Pierce | Electricians - Inside | Journey Level | \$69.96 | 5C | 1G | View |

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|--------|--------------------------------------------------------------------------------------------|-----------------------------------|----------|--------------------|--------------------|--------------------|----------------------|
| Pierce | Electricians - Inside | Lead Covered Cable Splicer | \$79.41 | 5C | 1G | | View |
| Pierce | Electricians - Inside | Welder | \$74.69 | 5C | 1G | | View |
| Pierce | Electricians - Motor Shop | Craftsman | \$15.37 | | 1 | | View |
| Pierce | Electricians - Motor Shop | Journey Level | \$14.69 | | 1 | | View |
| Pierce | Electricians - Powerline Construction | Cable Splicer | \$79.60 | 5A | 4D | | View |
| Pierce | Electricians - Powerline Construction | Certified Line Welder | \$72.98 | 5A | 4D | | View |
| Pierce | Electricians - Powerline Construction | Groundperson | \$47.94 | 5A | 4D | | View |
| Pierce | Electricians - Powerline Construction | Heavy Line Equipment Operator | \$72.98 | 5A | 4D | | View |
| Pierce | Electricians - Powerline Construction | Journey Level Lineperson | \$72.98 | 5A | 4D | | View |
| Pierce | Electricians - Powerline Construction | Line Equipment Operator | \$62.06 | 5A | 4D | | View |
| Pierce | Electricians - Powerline Construction | Meter Installer | \$47.94 | 5A | 4D | 8W | View |
| Pierce | Electricians - Powerline Construction | Pole Sprayer | \$72.98 | 5A | 4D | | View |
| Pierce | Electricians - Powerline Construction | Powderperson | \$54.55 | 5A | 4D | | View |
| Pierce | Electronic Technicians | Journey Level | \$44.70 | 6Z | 1B | | View |
| Pierce | Elevator Constructors | Mechanic | \$94.22 | 7D | 4A | | View |
| Pierce | Elevator Constructors | Mechanic In Charge | \$101.73 | 7D | 4A | | View |
| Pierce | Fabricated Precast Concrete Products | Journey Level | \$15.00 | | 1 | | View |
| Pierce | Fence Erectors | Fence Erector | \$43.11 | 7A | 4V | 8Y | View |
| Pierce | Fence Erectors | Fence Laborer | \$43.11 | 7A | 4V | 8Y | View |
| Pierce | Flaggers | Journey Level | \$43.11 | 7A | 4V | 8Y | View |
| Pierce | Glaziers | Journey Level | \$66.51 | 7L | 1Y | | View |
| Pierce | Heat & Frost Insulators And Asbestos Workers | Journeyman | \$76.61 | 5J | 4H | | View |
| Pierce | Heating Equipment Mechanics | Journey Level | \$85.88 | 7F | 1E | | View |
| Pierce | Hod Carriers & Mason Tenders | Journey Level | \$52.44 | 7A | 4V | 8Y | View |
| Pierce | Industrial Power Vacuum Cleaner | Journey Level | \$13.50 | | 1 | | View |
| Pierce | Inland Boatmen | Boat Operator | \$61.41 | 5B | 1K | | View |
| Pierce | Inland Boatmen | Cook | \$56.48 | 5B | 1K | | View |
| Pierce | Inland Boatmen | Deckhand | \$57.48 | 5B | 1K | | View |
| Pierce | Inland Boatmen | Deckhand Engineer | \$58.81 | 5B | 1K | | View |
| Pierce | Inland Boatmen | Launch Operator | \$58.89 | 5B | 1K | | View |
| Pierce | Inland Boatmen | Mate | \$57.31 | 5B | 1K | | View |
| Pierce | Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control | Cleaner Operator, Foamer Operator | \$13.50 | | 1 | | View |
| Pierce | Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control | Grout Truck Operator | \$13.50 | | 1 | | View |
| Pierce | Inspection/Cleaning/Sealing Of | Head Operator | \$13.50 | | 1 | | View |

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|--------|--------------------------------------------------------------------------------------------|--------------------------------------------------------|---------|----|----|----|----------------------|
| | Sewer & Water Systems By Remote Control | | | | | | |
| Pierce | Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control | Technician | \$13.50 | | 1 | | View |
| Pierce | Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control | Tv Truck Operator | \$13.50 | | 1 | | View |
| Pierce | Insulation Applicators | Journey Level | \$62.44 | 7A | 4C | | View |
| Pierce | Ironworkers | Journeyman | \$72.18 | 7N | 1Q | | View |
| Pierce | Laborers | Air, Gas Or Electric Vibrating Screed | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Airtrac Drill Operator | \$52.44 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Ballast Regular Machine | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Batch Weighman | \$43.11 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Brick Pavers | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Brush Cutter | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Brush Hog Feeder | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Burner | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Caisson Worker | \$52.44 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Carpenter Tender | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Cement Dumper-paving | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Cement Finisher Tender | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Change House Or Dry Shack | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Chipping Gun (30 Lbs. And Over) | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Chipping Gun (Under 30 Lbs.) | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Choker Setter | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Chuck Tender | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Clary Power Spreader | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Clean-up Laborer | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Concrete Dumper/Chute Operator | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Concrete Form Stripper | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Concrete Placement Crew | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Concrete Saw Operator/Core Driller | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Crusher Feeder | \$43.11 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Curing Laborer | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Demolition: Wrecking & Moving (Incl. Charred Material) | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Ditch Digger | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Diver | \$52.44 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Drill Operator (Hydraulic, Diamond) | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Dry Stack Walls | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Dump Person | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Epoxy Technician | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Erosion Control Worker | \$50.86 | 7A | 4V | 8Y | View |

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|--------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------------------|--------------------|--------------------|----------------------|
| Pierce | Laborers | Faller & Bucker Chain Saw | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Fine Graders | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Firewatch | \$43.11 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Form Setter | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Gabian Basket Builders | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | General Laborer | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Grade Checker & Transit Person | \$52.44 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Grinders | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Grout Machine Tender | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Groutmen (Pressure) Including Post Tension Beams | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Guardrail Erector | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Hazardous Waste Worker (Level A) | \$52.44 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Hazardous Waste Worker (Level B) | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Hazardous Waste Worker (Level C) | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | High Scaler | \$52.44 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Jackhammer | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Laserbeam Operator | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Maintenance Person | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Manhole Builder-Mudman | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Material Yard Person | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Motorman-Dinky Locomotive | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Blaster, Vacuum Blaster) | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Pavement Breaker | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Pilot Car | \$43.11 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Pipe Layer Lead | \$52.44 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Pipe Layer/Tailor | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Pipe Pot Tender | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Pipe Reliner | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Pipe Wrapper | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Pot Tender | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Powderman | \$52.44 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Powderman's Helper | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Power Jacks | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Railroad Spike Puller - Power | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Raker - Asphalt | \$52.44 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Re-timberman | \$52.44 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Remote Equipment Operator | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Rigger/Signal Person | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Rip Rap Person | \$50.86 | 7A | 4V | 8Y | View |

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|--------|--------------------------|-----------------------------------------------------|----------|--------------------|--------------------|--------------------|----------------------|
| Pierce | Laborers | Rivet Buster | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Rodder | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Scaffold Erector | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Scale Person | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Sloper (Over 20") | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Sloper Sprayer | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Spreader (Concrete) | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Stake Hopper | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Stock Piler | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Swinging Stage/Boatswain Chair | \$43.11 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Tamper & Similar Electric, Air & Gas Operated Tools | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Tamper (Multiple & Self-propelled) | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Timber Person - Sewer (Lagger, Shorer & Cribber) | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Toolroom Person (at Jobsite) | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Topper | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Track Laborer | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Track Liner (Power) | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Traffic Control Laborer | \$46.10 | 7A | 4V | 9C | View |
| Pierce | Laborers | Traffic Control Supervisor | \$46.10 | 7A | 4V | 9C | View |
| Pierce | Laborers | Truck Spotter | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Tugger Operator | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Tunnel Work-Compressed Air Worker 0-30 psi | \$120.61 | 7A | 4V | 9B | View |
| Pierce | Laborers | Tunnel Work-Compressed Air Worker 30.01-44.00 psi | \$125.64 | 7A | 4V | 9B | View |
| Pierce | Laborers | Tunnel Work-Compressed Air Worker 44.01-54.00 psi | \$129.32 | 7A | 4V | 9B | View |
| Pierce | Laborers | Tunnel Work-Compressed Air Worker 54.01-60.00 psi | \$135.02 | 7A | 4V | 9B | View |
| Pierce | Laborers | Tunnel Work-Compressed Air Worker 60.01-64.00 psi | \$137.14 | 7A | 4V | 9B | View |
| Pierce | Laborers | Tunnel Work-Compressed Air Worker 64.01-68.00 psi | \$142.24 | 7A | 4V | 9B | View |
| Pierce | Laborers | Tunnel Work-Compressed Air Worker 68.01-70.00 psi | \$144.14 | 7A | 4V | 9B | View |
| Pierce | Laborers | Tunnel Work-Compressed Air Worker 70.01-72.00 psi | \$146.14 | 7A | 4V | 9B | View |
| Pierce | Laborers | Tunnel Work-Compressed Air Worker 72.01-74.00 psi | \$148.14 | 7A | 4V | 9B | View |
| Pierce | Laborers | Tunnel Work-Guage and Lock Tender | \$52.54 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Tunnel Work-Miner | \$52.54 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Vibrator | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Vinyl Seamer | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Watchman | \$39.18 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Welder | \$51.80 | 7A | 4V | 8Y | View |

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| Pierce | Laborers | Well Point Laborer | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Laborers | Window Washer/Cleaner | \$39.18 | 7A | 4V | 8Y | View |
| Pierce | Laborers - Underground Sewer & Water | General Laborer & Topman | \$50.86 | 7A | 4V | 8Y | View |
| Pierce | Laborers - Underground Sewer & Water | Pipe Layer | \$51.80 | 7A | 4V | 8Y | View |
| Pierce | Landscape Construction | Landscape Construction/Landscaping Or Planting Laborers | \$39.18 | 7A | 4V | 8Y | View |
| Pierce | Landscape Construction | Landscape Operator | \$65.71 | 7A | 3K | 8X | View |
| Pierce | Landscape Maintenance | Groundskeeper | \$17.07 | | 1 | | View |
| Pierce | Lathers | Journey Level | \$62.44 | 5D | 1H | | View |
| Pierce | Marble Setters | Journey Level | \$58.82 | 5A | 1M | | View |
| Pierce | Metal Fabrication (In Shop) | Fitter | \$15.25 | | 1 | | View |
| Pierce | Metal Fabrication (In Shop) | Laborer | \$13.50 | | 1 | | View |
| Pierce | Metal Fabrication (In Shop) | Machine Operator | \$13.98 | | 1 | | View |
| Pierce | Metal Fabrication (In Shop) | Welder | \$13.98 | | 1 | | View |
| Pierce | Millwright | Journey Level | \$63.94 | 7A | 4C | | View |
| Pierce | Modular Buildings | Journey Level | \$13.50 | | 1 | | View |
| Pierce | Painters | Journey Level | \$43.40 | 6Z | 2B | | View |
| Pierce | Pile Driver | Crew Tender | \$67.31 | 7A | 4C | | View |
| Pierce | Pile Driver | Crew Tender/Technician | \$67.31 | 7A | 4C | | View |
| Pierce | Pile Driver | Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI | \$77.93 | 7A | 4C | | View |
| Pierce | Pile Driver | Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI | \$82.93 | 7A | 4C | | View |
| Pierce | Pile Driver | Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI | \$86.93 | 7A | 4C | | View |
| Pierce | Pile Driver | Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI | \$91.93 | 7A | 4C | | View |
| Pierce | Pile Driver | Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI | \$94.43 | 7A | 4C | | View |
| Pierce | Pile Driver | Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI | \$99.43 | 7A | 4C | | View |
| Pierce | Pile Driver | Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI | \$101.43 | 7A | 4C | | View |
| Pierce | Pile Driver | Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI | \$103.43 | 7A | 4C | | View |
| Pierce | Pile Driver | Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI | \$105.43 | 7A | 4C | | View |
| Pierce | Pile Driver | Journey Level | \$62.69 | 7A | 4C | | View |
| Pierce | Plasterers | Journey Level | \$59.42 | 7Q | 1R | | View |
| Pierce | Playground & Park Equipment | Journey Level | \$13.50 | | 1 | | View |

| Installers | | | | | | | |
|----------------------------|--------------------------------------------|------------------------------------------------------------------------------------------------|---------|--------------------|--------------------|--------------------|----------------------|
| Pierce | Plumbers & Pipefitters | Journey Level | \$74.72 | 5A | 1G | | View |
| Pierce | Power Equipment Operators | Asphalt Plant Operator | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Assistant Engineers | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Barrier Machine (zipper) | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Batch Plant Operator: Concrete | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Bobcat | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Brokk - Remote Demolition Equipment | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Brooms | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Bump Cutter | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Cableways | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Chipper | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Compressor | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Concrete Pump: Truck Mount With Boom Attachment Over 42m | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Concrete Finish Machine -laser Screed | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Concrete Pump: Truck Mount With Boom Attachment Up To 42m | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Conveyors | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments) | \$68.00 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Cranes: 20 Tons Through 44 Tons With Attachments | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Cranes: 200 tons to 299 tons, or 250' of boom (including jib with attachments) | \$68.68 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Cranes: 300 tons and over, or 300' of boom (including jib with attachments) | \$69.36 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments) | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Cranes: A-frame - 10 Tons And Under | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Cranes: Friction 200 tons and over. Tower Cranes: over 250' in height from base to boom. | \$69.36 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Cranes: Friction cranes through 199 tons | \$68.68 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons | \$66.20 | 7A | 3K | 8X | View |

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| Pierce | Power Equipment Operators | Crusher | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Deck Engineer/deck Winches (power) | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Derricks, On Building Work | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Dozers D-9 & Under | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Drill Oilers: Auger Type, Truck Or Crane Mount | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Drilling Machine | \$68.00 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Elevator And Man-lift: Permanent And Shaft Type | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Finishing Machine, Bidwell And Gamaco & Similar Equipment | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Forklift: 3000 Lbs And Over With Attachments | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Forklifts: Under 3000 Lbs. With Attachments | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Grade Engineer: Using Blueprints, Cut Sheets, etc. | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Gradechecker/stakeman | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Guardrail punch/Auger | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Horizontal/directional Drill Locator | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Horizontal/directional Drill Operator | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Hydralifts/Boom Trucks Over 10 Tons | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Hydralifts/boom Trucks, 10 Tons And Under | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Loader, Overhead 8 Yards. & Over | \$68.00 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Loader, Overhead, 6 Yards. But Not Including 8 Yards | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Loaders, Overhead Under 6 Yards | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Loaders, Plant Feed | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Loaders: Elevating Type Belt | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Locomotives, All | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Material Transfer Device | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic) | \$68.00 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Motor patrol graders | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Oil Distributors, Blower Distribution & Mulch Seeding | \$63.32 | 7A | 3K | 8X | View |

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|--------|-------------------------------------------|--------------------------------------------------------------------|---------|--------------------|--------------------|--------------------|----------------------|
| | | Operator | | | | | |
| Pierce | Power Equipment Operators | Outside Hoists (elevators And Manlifts), Air Tuggers, strato | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Overhead, Bridge Type Crane: 20 Tons Through 44 Tons | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Overhead, Bridge Type: 100 Tons And Over | \$68.00 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Overhead, Bridge Type: 45 Tons Through 99 Tons | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Pavement Breaker | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Pile Driver (other Than Crane Mount) | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Plant Oiler - Asphalt, Crusher | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Posthole Digger, Mechanical | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Power Plant | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Pumps - Water | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Quad 9, HD 41, D10 And Over | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Quick Tower - No Cab, Under 100 Feet In Height Based To Boom | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Remote Control Operator On Rubber Tired Earth Moving Equipment | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Rigger And Bellman | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Rigger/Signal Person, Bellman (Certified) | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Rollagon | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Roller, Other Than Plant Mix | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Roller, Plant Mix Or Multi-lift Materials | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Roto-mill, Roto-grinder | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Saws - Concrete | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Scraper, Self Propelled Under 45 Yards | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Scrapers - Concrete & Carry All | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Scrapers, Self-propelled: 45 Yards And Over | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Service Engineers - Equipment | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Shotcrete/gunite Equipment | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons | \$68.00 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Shovel, Excavator, Backhoes: Over 90 Metric Tons | \$68.68 | 7A | 3K | 8X | View |

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|--------|-------------------------------------------------------------------------|--------------------------------------------------------------------------------|---------|--------------------|--------------------|--------------------|----------------------|
| Pierce | Power Equipment Operators | Slipform Pavers | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Spreader, Topsider & Screedman | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Subgrader Trimmer | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Tower Bucket Elevators | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Tower crane over 175' through 250' in height, base to boom | \$68.68 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Tower Crane Up: To 175' In Height, Base To Boom | \$68.00 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Transporters, All Track Or Truck Type | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Trenching Machines | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Truck Crane Oiler/driver - 100 Tons And Over | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Truck Crane Oiler/driver Under 100 Tons | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Truck Mount Portable Conveyor | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Welder | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Wheel Tractors, Farmall Type | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators | Yo Yo Pay Dozer | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Asphalt Plant Operator | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Assistant Engineers | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Barrier Machine (zipper) | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Batch Plant Operator: Concrete | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Bobcat | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Brokk - Remote Demolition Equipment | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Brooms | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Bump Cutter | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Cableways | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Chipper | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Compressor | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Concrete Pump: Truck Mount With Boom Attachment Over 42m | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Concrete Finish Machine -laser Screed | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Concrete Pump: Truck Mount With Boom Attachment Up To | \$66.72 | 7A | 3K | 8X | View |

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|--------|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------|---------|--------------------|--------------------|--------------------|----------------------|
| | | 42m | | | | | |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Conveyors | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments) | \$68.00 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Cranes, 200 tons to 299 tons, or 250' of boom (including jib with attachments) | \$68.68 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Cranes, Over 300 Tons, Or 300' Of Boom Including Jib With Attachments | \$69.36 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Cranes: 20 Tons Through 44 Tons With Attachments | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | cranes: 300 tons and over, or 300' of boom (including jib with attachments) | \$69.36 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments) | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Cranes: A-frame - 10 Tons And Under | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Cranes: Friction 200 tons and over. Tower Cranes: over 250' in height from base to boom. | \$69.36 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Cranes: Friction cranes through 199 tons | \$68.68 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Crusher | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Deck Engineer/deck Winches (power) | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Derricks, On Building Work | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Dozers D-9 & Under | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Drill Oilers: Auger Type, Truck Or Crane Mount | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Drilling Machine | \$68.00 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Elevator And Man-lift: Permanent And Shaft Type | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Finishing Machine, Bidwell And Gamaco & Similar Equipment | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Forklift: 3000 Lbs And Over With Attachments | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Forklifts: Under 3000 Lbs. With Attachments | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Grade Engineer: Using Blueprints, Cut Sheets,etc. | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators- | Gradechecker/stakeman | \$63.32 | 7A | 3K | 8X | View |

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|--------|-------------------------------------------------------------------------|------------------------------------------------------------------------|---------|--------------------|--------------------|--------------------|----------------------|
| | Underground Sewer & Water | | | | | | |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Guardrail punch/Auger | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Horizontal/directional Drill Locator | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Horizontal/directional Drill Operator | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Hydralifts/Boom Trucks Over 10 Tons | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Hydralifts/boom Trucks, 10 Tons And Under | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Loader, Overhead 8 Yards. & Over | \$68.00 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Loader, Overhead, 6 Yards. But Not Including 8 Yards | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Loaders, Overhead Under 6 Yards | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Loaders, Plant Feed | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Loaders: Elevating Type Belt | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Locomotives, All | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Material Transfer Device | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic) | \$68.00 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Motor patrol graders | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Oil Distributors, Blower Distribution & Mulch Seeding Operator | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Outside Hoists (elevators And Manlifts), Air Tuggers, strato | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Overhead, Bridge Type Crane: 20 Tons Through 44 Tons | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Overhead, Bridge Type: 100 Tons And Over | \$68.00 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Overhead, Bridge Type: 45 Tons Through 99 Tons | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Pavement Breaker | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Pile Driver (other Than Crane Mount) | \$66.72 | 7A | 3K | 8X | View |

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|--------|-------------------------------------------------------------------------|--------------------------------------------------------------------|---------|--------------------|--------------------|--------------------|----------------------|
| Pierce | Power Equipment Operators-Underground Sewer & Water | Plant Oiler - Asphalt, Crusher | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Posthole Digger, Mechanical | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Power Plant | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Pumps - Water | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Quad 9, HD 41, D10 And Over | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Quick Tower - No Cab, Under 100 Feet In Height Based To Boom | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Remote Control Operator On Rubber Tired Earth Moving Equipment | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Rigger And Bellman | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Rigger/Signal Person, Bellman (Certified) | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Rollagon | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Roller, Other Than Plant Mix | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Roller, Plant Mix Or Multi-lift Materials | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Roto-mill, Roto-grinder | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Saws - Concrete | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Scraper, Self Propelled Under 45 Yards | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Scrapers - Concrete & Carry All | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Scrapers, Self-propelled: 45 Yards And Over | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Service Engineers - Equipment | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Shotcrete/gunite Equipment | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons | \$68.00 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Shovel, Excavator, Backhoes: Over 90 Metric Tons | \$68.68 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators- | Slipform Pavers | \$67.31 | 7A | 3K | 8X | View |

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|--------|-------------------------------------------------------------------------|------------------------------------------------------------|---------|--------------------|--------------------|--------------------|----------------------|
| | Underground Sewer & Water | | | | | | |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Spreader, Toppersider & Screedman | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Subgrader Trimmer | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Tower Bucket Elevators | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Tower crane over 175' through 250' in height, base to boom | \$68.68 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Tower Crane: Up To 175' In Height, Base To Boom | \$68.00 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Transporters, All Track Or Truck Type | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Trenching Machines | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Truck Crane Oiler/driver - 100 Tons And Over | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Truck Crane Oiler/driver Under 100 Tons | \$66.20 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Truck Mount Portable Conveyor | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Welder | \$67.31 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Wheel Tractors, Farnall Type | \$63.32 | 7A | 3K | 8X | View |
| Pierce | Power Equipment Operators-Underground Sewer & Water | Yo Yo Pay Dozer | \$66.72 | 7A | 3K | 8X | View |
| Pierce | Power Line Clearance Tree Trimmers | Journey Level In Charge | \$50.96 | 5A | 4A | | View |
| Pierce | Power Line Clearance Tree Trimmers | Spray Person | \$48.35 | 5A | 4A | | View |
| Pierce | Power Line Clearance Tree Trimmers | Tree Equipment Operator | \$50.96 | 5A | 4A | | View |
| Pierce | Power Line Clearance Tree Trimmers | Tree Trimmer | \$45.54 | 5A | 4A | | View |
| Pierce | Power Line Clearance Tree Trimmers | Tree Trimmer Groundperson | \$34.51 | 5A | 4A | | View |
| Pierce | Refrigeration & Air Conditioning Mechanics | Journey Level | \$74.71 | 5A | 1G | | View |
| Pierce | Residential Brick Mason | Journey Level | \$27.02 | | 1 | | View |
| Pierce | Residential Carpenters | Journey Level | \$46.43 | 7A | 4C | | View |
| Pierce | Residential Cement Masons | Journey Level | \$62.47 | 7A | 4U | | View |
| Pierce | Residential Drywall Applicators | Journey Level | \$46.43 | 7A | 4C | | View |
| Pierce | Residential Drywall Tapers | Journey Level | \$47.17 | 5P | 1E | | View |
| Pierce | Residential Electricians | Journey Level | \$34.65 | | 1 | | View |
| Pierce | Residential Glaziers | Journey Level | \$44.15 | 7L | 1H | | View |
| Pierce | Residential Insulation Applicators | Journey Level | \$24.16 | | 1 | | View |
| Pierce | Residential Laborers | Journey Level | \$23.86 | | 1 | | View |
| Pierce | Residential Marble Setters | Journey Level | \$29.29 | | 1 | | View |
| Pierce | Residential Painters | Journey Level | \$29.70 | | 1 | | View |

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|--------|----------------------------------------------------------------------------|-----------------------------------------|---------|--------------------|--------------------|----------------------|
| Pierce | Residential Plumbers & Pipefitters | Journey Level | \$54.12 | 5A | 1G | View |
| Pierce | Residential Refrigeration & Air Conditioning Mechanics | Journey Level | \$43.34 | 5A | 1G | View |
| Pierce | Residential Sheet Metal Workers | Journey Level (Field or Shop) | \$51.89 | 7F | 1R | View |
| Pierce | Residential Soft Floor Layers | Journey Level | \$51.07 | 5A | 3J | View |
| Pierce | Residential Sprinkler Fitters (Fire Protection) | Journey Level | \$48.18 | 5C | 2R | View |
| Pierce | Residential Stone Masons | Journey Level | \$29.29 | | 1 | View |
| Pierce | Residential Terrazzo Workers | Journey Level | \$14.86 | | 1 | View |
| Pierce | Residential Terrazzo/Tile Finishers | Journey Level | \$21.96 | | 1 | View |
| Pierce | Residential Tile Setters | Journey Level | \$25.98 | | 1 | View |
| Pierce | Roofers | Journey Level | \$52.87 | 5A | 2O | View |
| Pierce | Roofers | Using Irritable Bituminous Materials | \$55.87 | 5A | 2O | View |
| Pierce | Sheet Metal Workers | Journey Level (Field or Shop) | \$85.88 | 7F | 1E | View |
| Pierce | Shipbuilding & Ship Repair | New Construction Boilermaker | \$36.36 | 7V | 1 | View |
| Pierce | Shipbuilding & Ship Repair | New Construction Carpenter | \$36.36 | 7V | 1 | View |
| Pierce | Shipbuilding & Ship Repair | New Construction Crane Operator | \$36.36 | 7V | 1 | View |
| Pierce | Shipbuilding & Ship Repair | New Construction Electrician | \$36.36 | 7V | 1 | View |
| Pierce | Shipbuilding & Ship Repair | New Construction Heat & Frost Insulator | \$76.61 | 5J | 4H | View |
| Pierce | Shipbuilding & Ship Repair | New Construction Laborer | \$36.36 | 7V | 1 | View |
| Pierce | Shipbuilding & Ship Repair | New Construction Machinist | \$36.36 | 7V | 1 | View |
| Pierce | Shipbuilding & Ship Repair | New Construction Operating Engineer | \$36.36 | 7V | 1 | View |
| Pierce | Shipbuilding & Ship Repair | New Construction Painter | \$36.36 | 7V | 1 | View |
| Pierce | Shipbuilding & Ship Repair | New Construction Pipefitter | \$36.36 | 7V | 1 | View |
| Pierce | Shipbuilding & Ship Repair | New Construction Rigger | \$36.36 | 7V | 1 | View |
| Pierce | Shipbuilding & Ship Repair | New Construction Sheet Metal | \$36.36 | 7V | 1 | View |
| Pierce | Shipbuilding & Ship Repair | New Construction Shipfitter | \$36.36 | 7V | 1 | View |
| Pierce | Shipbuilding & Ship Repair | New Construction Warehouse/Teamster | \$36.36 | 7V | 1 | View |
| Pierce | Shipbuilding & Ship Repair | New Construction Welder / Burner | \$36.36 | 7V | 1 | View |
| Pierce | Shipbuilding & Ship Repair | Ship Repair Boilermaker | \$46.15 | 7X | 4J | View |
| Pierce | Shipbuilding & Ship Repair | Ship Repair Carpenter | \$44.95 | 7X | 4J | View |
| Pierce | Shipbuilding & Ship Repair | Ship Repair Crane Operator | \$45.06 | 7Y | 4K | View |
| Pierce | Shipbuilding & Ship Repair | Ship Repair Electrician | \$46.15 | 7X | 4J | View |
| Pierce | Shipbuilding & Ship Repair | Ship Repair Heat & Frost Insulator | \$76.61 | 5J | 4H | View |
| Pierce | Shipbuilding & Ship Repair | Ship Repair Laborer | \$46.15 | 7X | 4J | View |
| Pierce | Shipbuilding & Ship Repair | Ship Repair Machinist | \$46.15 | 7X | 4J | View |
| Pierce | Shipbuilding & Ship Repair | Ship Repair Operating Engineer | \$45.06 | 7Y | 4K | View |
| Pierce | Shipbuilding & Ship Repair | Ship Repair Painter | \$46.15 | 7X | 4J | View |
| Pierce | Shipbuilding & Ship Repair | Ship Repair Pipefitter | \$46.15 | 7X | 4J | View |

| | | | | | | |
|--------|---------------------------------------------------------------|--------------------------------------|---------|--------------------|--------------------|----------------------|
| Pierce | Shipbuilding & Ship Repair | Ship Repair Rigger | \$46.15 | 7X | 4J | View |
| Pierce | Shipbuilding & Ship Repair | Ship Repair Sheet Metal | \$46.15 | 7X | 4J | View |
| Pierce | Shipbuilding & Ship Repair | Ship Repair Shipwright | \$44.95 | 7X | 4J | View |
| Pierce | Shipbuilding & Ship Repair | Ship Repair Warehouse / Teamster | \$45.06 | 7Y | 4K | View |
| Pierce | Sign Makers & Installers (Electrical) | Sign Installer | \$26.17 | | 1 | View |
| Pierce | Sign Makers & Installers (Electrical) | Sign Maker | \$20.33 | | 1 | View |
| Pierce | Sign Makers & Installers (Non-Electrical) | Sign Installer | \$33.43 | | 1 | View |
| Pierce | Sign Makers & Installers (Non-Electrical) | Sign Maker | \$22.79 | | 1 | View |
| Pierce | Soft Floor Layers | Journey Level | \$51.07 | 5A | 3J | View |
| Pierce | Solar Controls For Windows | Journey Level | \$13.50 | | 1 | View |
| Pierce | Sprinkler Fitters (Fire Protection) | Journey Level | \$81.39 | 5C | 1X | View |
| Pierce | Stage Rigging Mechanics (Non Structural) | Journey Level | \$13.50 | | 1 | View |
| Pierce | Stone Masons | Journey Level | \$58.82 | 5A | 1M | View |
| Pierce | Street And Parking Lot Sweeper Workers | Journey Level | \$21.69 | | 1 | View |
| Pierce | Surveyors | Chain Person | \$65.11 | 7A | 3K | View |
| Pierce | Surveyors | Instrument Person | \$65.71 | 7A | 3K | View |
| Pierce | Surveyors | Party Chief | \$66.81 | 7A | 3K | View |
| Pierce | Telecommunication Technicians | Journey Level | \$44.70 | 6Z | 1B | View |
| Pierce | Telephone Line Construction - Outside | Cable Splicer | \$41.81 | 5A | 2B | View |
| Pierce | Telephone Line Construction - Outside | Hole Digger/Ground Person | \$23.53 | 5A | 2B | View |
| Pierce | Telephone Line Construction - Outside | Installer (Repairer) | \$40.09 | 5A | 2B | View |
| Pierce | Telephone Line Construction - Outside | Special Aparatus Installer I | \$41.81 | 5A | 2B | View |
| Pierce | Telephone Line Construction - Outside | Special Apparatus Installer II | \$40.99 | 5A | 2B | View |
| Pierce | Telephone Line Construction - Outside | Telephone Equipment Operator (Heavy) | \$41.81 | 5A | 2B | View |
| Pierce | Telephone Line Construction - Outside | Telephone Equipment Operator (Light) | \$38.92 | 5A | 2B | View |
| Pierce | Telephone Line Construction - Outside | Telephone Lineperson | \$38.92 | 5A | 2B | View |
| Pierce | Telephone Line Construction - Outside | Television Groundperson | \$22.32 | 5A | 2B | View |
| Pierce | Telephone Line Construction - Outside | Television Lineperson/Installer | \$29.60 | 5A | 2B | View |
| Pierce | Telephone Line Construction - Outside | Television System Technician | \$35.20 | 5A | 2B | View |
| Pierce | Telephone Line Construction - Outside | Television Technician | \$31.67 | 5A | 2B | View |
| Pierce | Telephone Line Construction - | Tree Trimmer | \$38.92 | 5A | 2B | View |

| | Outside | | | | | | |
|--------|----------------------------------------------------------------|---------------------------|---------|--------------------|--------------------|--------------------|----------------------|
| Pierce | Terrazzo Workers | Journey Level | \$54.06 | 5A | 1M | | View |
| Pierce | Tile Setters | Journey Level | \$54.06 | 5A | 1M | | View |
| Pierce | Tile, Marble & Terrazzo Finishers | Finisher | \$44.89 | 5A | 1B | | View |
| Pierce | Traffic Control Stripers | Journey Level | \$47.68 | 7A | 1K | | View |
| Pierce | Truck Drivers | Asphalt Mix Over 16 Yards | \$61.59 | 5D | 4Y | 8L | View |
| Pierce | Truck Drivers | Asphalt Mix To 16 Yards | \$60.75 | 5D | 4Y | 8L | View |
| Pierce | Truck Drivers | Dump Truck | \$60.75 | 5D | 4Y | 8L | View |
| Pierce | Truck Drivers | Dump Truck & Trailer | \$61.59 | 5D | 4Y | 8L | View |
| Pierce | Truck Drivers | Other Trucks | \$61.59 | 5D | 4Y | 8L | View |
| Pierce | Truck Drivers - Ready Mix | Transit Mix | \$61.59 | 5D | 4Y | 8L | View |
| Pierce | Well Drillers & Irrigation Pump Installers | Irrigation Pump Installer | \$16.09 | | 1 | | View |
| Pierce | Well Drillers & Irrigation Pump Installers | Oiler | \$15.39 | | 1 | | View |
| Pierce | Well Drillers & Irrigation Pump Installers | Well Driller | \$18.30 | | 1 | | View |

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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 quote documents must contain several specific documents. Due to the fact that quote packages precede the signed contract and often become part of the contract, it is the quote 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 CONTRACTOR (Prime only)

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

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HUD Form 2516 – Contract & Subcontract Activity

Find online: <http://www.hud.gov/offices/osdbu/forms/hud2516.xls>

OMB Approval No.: 2577-0088
 OMB No.: 2502-0355
 Approval No.: 2502-0355

U.S. Department of Housing and Urban Development

Contract and Subcontract Activity

Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Orders dated July 14, 1983, direct the Minority Business Development Plans shall be developed by each Federal Agency and the these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.

Privacy Act Notice: The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

1. Grantee/Project Owner/Developer/Spponsor/BUILDER/Agency

3a. Name of Contact Person

3b. Phone Number (Including Area Code)

3c. Contractor or Subcontractor Business Identification (ID) Number

3d. Type of Trade Code (See below)

3e. Amount of Contract or Subcontract

3f. Woman Owned Business (Yes or No)

3g. Prime Contractor Identification (ID) Number

3h. Subcontractor Identification (ID) Number

3i. Reporting Period

3j. Date Submitted to Field Office

3k. Check if: PH, IH, CPD, Housing

3l. Location (City, State, Zip Code)

3m. Program Code (Not applicable for CPD programs) See explanation of Codes at bottom of Page Use a separate sheet for each program code.

3n. Contractor/Subcontractor Name and Address

3o. Name, Street, City, State, Zip

3p. Program Codes (Complete for Housing and Public and Indian Housing programs only):

3q. Racial/Ethnic Codes:

3r. Type of Trade Codes:

3s. HUD Form 2516 (8/98)

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract 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 Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need to be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

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-60002 to report employment and training opportunities data. Form HUD-2516 is to be used to report Section 3 contract data.

Community Development Programs

- 1. **Grantee:** Enter the name of the unit of government submitting this report.
- 3. **Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.
- 7a. **Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-22-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.
- 7b. **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7i, the dollar figure would be for the subcontract only and not for the prime contract.
- 7c. **Type of Trade:** Enter the numeric codes which best indicates the contractor/subcontractor's service. If subcontractor ID number is provided in 7i, 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 education/training activities.
- 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.
- 7e. **Woman Owned Business:** Enter Yes or No.

Multifamily Housing Programs

- 1. **Grantee/Project Owner:** Enter the name of the unit of government, agency or mortgagee entity submitting this report.
- 3. **Contact Person:** Same as item 3 under CPD Programs.
- 4. **Reporting Period:** Check only one period.
- 5. **Program Code:** Enter the appropriate program code.
- 7a. **Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.
- 7b. **Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.
- 7c. **Type of Trade:** Same as item 7c. under CPD Programs.
- 7d. **Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.
- 7e. **Woman Owned Business:** Enter Yes or No.
- 7f. **Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.
- 7g. **Section 3 Contractor:** Enter Yes or No.
- 7h. **Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.
- 7i. **Contractor/Subcontractor Name and Address:** Same as item 7i. under CPD Programs.

Public Housing and Indian Housing Programs

- PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.
- 1. **Project Owner:** Enter the name of the unit of government, agency or mortgagee entity submitting this report. Check box as appropriate.
- 3. **Contact Person:** Same as item 3 under CPD Programs.
- 4. **Reporting Period:** Check only one period.
- 5. **Program Code:** Enter the appropriate program code.
- 7a. **Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.
- 7b. **Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.
- 7c. **Type of Trade:** Same as item 7c. under CPD Programs.
- 7d. **Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.
- 7e. **Woman Owned Business:** Enter Yes or No.
- 7f. **Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.
- 7g. **Section 3 Contractor:** Enter Yes or No.
- 7h. **Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.
- 7i. **Contractor/Subcontractor Name and Address:** Same as item 7i. under CPD Programs.
- 7j. **Contractor/Subcontractor Name and Address:** Same as item 7j. under CPD Programs.

costs or unusually high or low-income families. Very low-income families (including single persons) whose incomes do not exceed 50 per centum 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 50 per centum 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.

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 7h. Only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7f. for all contracts and subcontracts. Include only contracts expected during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

completed for public and Indian housing and most community development programs. Form HUD-6002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3. 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 person or more owned by low-income residents;

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 Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median 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 80 per centum 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.

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 Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median 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 80 per centum 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.

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 quotes, 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 Sub grantees, 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 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 Sub grantee 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 contractor (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 quotes/proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award or completion of the contract work, and quotes/proposals will not be rejected or considered non-responsive on that basis. Contractors 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.

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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 contractors, whether they are currently a Section 3 business or not, upon award of the quote, will develop a Section 3 Hiring and Subcontracting Opportunities Plan. A Section 3 Plan is a written plan formulated between the contractor 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. Contractors 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 Youth build 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 Human Services Department.
8. The 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 Human Services 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.

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Section B (Blue) - Proposal Forms

SUBMIT THIS SECTION FOR YOUR QUOTE/PROPOSAL on the

Vadis Lafayette Street S Project

Contractor: _____

- Quote Form and Proposal
- Cost Breakdown
- Contractor's Construction Experience
- Contractor Registration
- Bankruptcy, Lawsuits or Regulatory Actions
- List of Proposed Subcontractors
- Contractor's & Subcontractor's Combined Certification
- Non-Collusion Affidavit
- Certification Regarding Equal Employment Opportunity
- Contractor's/Subcontractor's Certification Form MBE/WBE Participation
- Certification of Non-Segregated Facilities
- Lobbying Certification
- Contractor/Subcontractor Section 3 Representation Form
- Notice to Labor Unions or Other Employment Agencies

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Quote Form and Proposal

Vadis Lafayette Street S Project

SUBMIT TO: Vadis at 1701 Elm St. E. Sumner WA on February 28, 2020 by 4:00 pm.

FOR THE PROJECT:

Name: **Vadis Lafayette St S Project** JOB#: _____

Address: 820 Lafayette St S

 Tacoma, WA 98444

SUBMITTED BY:

Company: _____

Address: _____

I, _____, from the above listed Company hereby submit this quote for the purpose of completing work on the above described property.

By submitting this quote, the Contractor verifies that they have inspected the property and structures described above to be improved; have read and understand the Specifications and Instructions to Contractor; understand the character and extent of the work to be done; and propose to furnish all labor, materials, permits, equipment, and insurance to accomplish all work described in the Specifications in a substantial and workmanlike manner.

Cost Breakdown

(to be included with Quote Form and Proposal)

PROJECT: Vadis 820 Lafayette Street S Project

CONTRACTING AGENCY: Vadis

| | | |
|----|------------------------------------|----|
| 1 | Permits | \$ |
| 2 | Wheelchair Ramp - FRONT | \$ |
| 3 | Wheelchair Ramp - REAR | \$ |
| 4 | Wood Fence | \$ |
| 5 | Luxury Vinyl Tile | \$ |
| 6 | Install Recessed Light Fixture | \$ |
| 7 | Refrigerator | \$ |
| 8 | ADA Shower Conversion | \$ |
| 9 | ADA Toilet | \$ |
| 10 | ADA Sink | \$ |
| 11 | Door Modification – Master Bedroom | \$ |
| 12 | Contingency 7% | \$ |
| | | \$ |
| | SUBTOTAL | \$ |
| | SALES TAX @ 9.3 | \$ |
| | TOTAL W/TAX | \$ |

I, the undersigned, purpose to start work on the property described herein within 10 days of receiving a written Notice to Proceed, and shall complete the work within 45 days after starting said work.

Dated this _____ Day of _____, 2020 .

Contractor's Signature _____

Company _____

ACCEPTANCE DATE: _____

Contracting Agency Signature _____

Contractor'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 contractor: _____
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.

Contractor: _____

By: _____

Date: _____ Title: _____

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Contractor Registration

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

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Bankruptcy, Lawsuits or Regulatory Actions

As part of its quote package, each contractor will certify that it is, or is not involved in any litigation or regulatory action at time of the quote. If they are, the contractor 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 quote 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 contractor, as applicable.**

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List of Proposed Subcontractors

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

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

Signed by _____

Title _____

Date _____

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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 free registration): |
| 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 | Code *see below | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------|-----------------------|---------------------|------------------------|---------------------|-----------------------------|----------------------|------------------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| * Racial/Ethnic Codes: <table style="width: 100%; margin-left: 20px;"> <tr> <td style="width: 33%;">1 = White Americans</td> <td style="width: 33%;">4 = Hispanic Americans</td> </tr> <tr> <td>2 = Black Americans</td> <td>5 = Asian/Pacific Americans</td> </tr> <tr> <td>3 = Native Americans</td> <td>6 = Hasidic Jews</td> </tr> </table> | | | | 1 = White Americans | 4 = Hispanic Americans | 2 = Black Americans | 5 = Asian/Pacific Americans | 3 = Native Americans | 6 = Hasidic Jews |
| 1 = White Americans | 4 = Hispanic Americans | | | | | | | | |
| 2 = Black Americans | 5 = Asian/Pacific Americans | | | | | | | | |
| 3 = Native Americans | 6 = Hasidic Jews | | | | | | | | |

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 Sub recipient, 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 quote. If they are, the contractor 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 quote 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 10 calendar days following execution, a copy of all subcontract agreements entered into on this project.

Contractor: _____

Date: _____

By: _____

Title: _____

(typed or printed name)

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Non-Collusion Affidavit

STATE OF WASHINGTON

COUNTY OF PIERCE

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

Signature of Contractor

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public in and for the
State of Washington.

Residing at _____

My Commission Expires: _____

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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 contractor or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the quote 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 contractor has not filed a compliance report due under applicable instructions, such contractor shall be required to submit a compliance report within seven calendar days after quote opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY: Contractor Contractor Subcontractor

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

1. 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. 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

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

Chapter 39, RCW (Substitute House Bill 1370) requires each contractor to identify at time of quote, 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 quote on the form below.

M/WBE Participation:

I, the official representative of (Contractor'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: _____

(typed or printed name) Title: _____

Instructions for completing form:

- 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.
- Work/Supplies provided** - List specific work to be accomplished or supplies to be furnished by each firm (subcontractor, supplier, and/or manufacturer).
- Contract Value \$** - List the value of the contract for the work or supplies furnished by each to nearest dollar.
- 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

- 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)

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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 sub awards at all tiers (including subcontracts, sub grants, 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)

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Contractor/Subcontractor Section 3 Representation Form

CONTRACTOR/
SUBCONTRACTOR: _____

STREET ADDRESS: _____

TOWN/ZIP CODE: _____

CONTACT PERSON: _____

PHONE & FAX NO: _____

REPRESENTATION

The CONTRACTOR/SUBCONTRACTOR represents and certifies as a part of its quote 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 CONTRACTOR/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).

| Pierce County CDBG Program 2019 HUD HOME Income Limits Tacoma, WA Effective 06-28-2019 | | | |
|-----------------------------------------------------------------------------------------------------------|-----------------------------------|------------------------------|------------------|
| Family Size | Extremely Low Income (30%) | Very Low Income (50%) | Low (80%) |
| 1 (Person) | \$16,850 | \$28,100 | \$44,950 |
| 2 (Person) | \$19,250 | \$32,100 | \$51,350 |
| 3 (Person) | \$21,650 | \$36,100 | \$57,750 |
| 4 (Person) | \$24,050 | \$40,100 | \$64,150 |
| 5 (Person) | \$26,000 | \$43,350 | \$69,300 |
| 6 (Person) | \$27,900 | \$46,550 | \$74,450 |
| 7 (Person) | \$29,850 | \$49,750 | \$79,550 |
| 8 (Person) | \$31,750 | \$52,950 | \$84,700 |

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

After award of the quote, it will, if selected, complete a Section 3 Plan with the Pierce County Human Services 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 CONTRACTOR/SUBCONTRACTOR and named subcontractor(s):

| Contractor | Est. Number of New Hires |
|------------------------|-------------------------------------|
| CONTRACTOR/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:

\$ [] 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)

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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 Human Services 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)

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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 quote.

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 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.

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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 Human Services
as Additional Insured**

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

Chapter 39, RCW (Substitute House Bill 1370) requires each contractor to identify at time of quote, 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 quote on the form below.

M/WBE Participation:

I, the official representative of (Contractor'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:

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 | 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).

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 |
|-----------------|-----------------|------------------|----------------------------------|-------|--------------------|
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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 | 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: _____

Sub grantee _____ 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 actions whenever there is a need to hire new full or part-time employees.
 - a. Recruit through local media, noting need for minorities, women, lower-income Pierce County residents, and/or otherwise qualified 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) _____.

