

## **EXHIBIT F to Agreement Regarding**

### **Memorial Stadium Development**

#### **INCLUSION OF WOMEN AND MINORITY BUSINESSES, LABOR AND SOCIAL EQUITY PROVISIONS FOR DEVELOPMENT PROJECT**

##### **Section 1 – Definitions**

Any capitalized term that is used in this Exhibit but not specifically defined in this Exhibit shall have the meaning provided in the body of the Development Agreement. As used in this Exhibit, the following Capitalized words have the meaning provided below.

“Acceptable Work Site” is defined as a Work Site that is appropriate, productive, and safe for all workers. An Acceptable Work Site is free from behaviors that may impair production or undermine the integrity of the work conditions including but not limited to job performance, safety, productivity, or efficiency of workers.

“Affirmative Efforts” means the good faith efforts for inclusion of women and minority-owned firms (WMBEs) documented in the Prime Contractor and Subcontractor Inclusion Plan.

“Apprentice” means a laborer, worker, or mechanic employed to perform the work for whom an apprentice agreement is established through a Training Program that is registered and approved by the Washington State Apprenticeship and Training Council (WSATC). Per RCW 39.12.021 and RCW 49.04, Apprentices must be paid the applicable prevailing hourly rate for an apprentice of that trade. Apprenticeship prevailing wages are subject to SCWA Articles III and IV.

“Apprentice Training Program” means a program registered and in compliance with the Washington State Apprenticeship and Training Council as defined by RCW Chapter 49.04, WAC 296-05-011, and WAC 296-05-013.

“City” means the City of Seattle.

“Contractor” means the Prime Contractor and Subcontractors of any tier for the Project.

“Contractor Inclusion Plan” – see “Inclusion Plan, Contractor”.

“Dispatch” means the process by which a union refers workers for employment on the Project as provided in the SCWA.

“Dual Benefits” means the payment by an Open-Shop Contractor or Subcontractor into both an existing employer-sponsored benefit plans while also making required payments into a Trust Fund.

“Inclusion Plan, Contractor” means the Prime Contractor’s plan, provided on the City-approved form that documents the proposed and/or guaranteed utilization of WMBEs on the Project.

“Inclusion Plan, Subcontractor” means the plan of first-tier Subcontractors, described in Section 2.1 and to be provided on the City-approved form, that documents the proposed and/or guaranteed utilization of WMBEs on the Contract for individual bid packages.

“Job and Training Advisor” means the City employee that facilitates the hiring of SPS Priority Workers in collaboration with Contractors and Union Dispatch.

“Journey-Level” means an individual who has sufficient skills and knowledge of an occupation, either through a formal Apprentice Training Program or through practical on-the-job work experience, to be recognized by a state or federal registration agency and/or an industry as being fully qualified to perform the work of the occupation. Practical experience must be equal to or greater than the term of apprenticeship.

“Labor Hours” means hours performed on the Development Project by workers who are subject to the wage requirements defined in SCWA Article III.

“Letter(s) of Assent” means the letter that is required of the Prime Contractor and all Subcontractors working on the Project that commits the Contractors to be bound to the SCWA.

“Open-Shop Apprentice” means an employee of an Open-Shop Contractor that meets the criteria established under Article IX, Section 1,2 of the SCWA.

“Open-Shop Contractor” means a Contractor that is not a signatory to a collective bargaining agreement with a Union representing the trade(s) of the Contractor's workers, also known as non-union Contractors.

“PC” means Purchasing and Contracting, a division of the City of Seattle Department of Finance and Administrative Services.

“Project” is defined in the body of the Development Agreement.

“Pre-Apprentice Training Program” means an education-based program, recognized by the State of Washington Apprenticeship and Training Council and endorsed by one or more registered apprenticeship sponsors, with a focus on educating and training students to meet or exceed minimum qualifications for entry into an Apprentice Training Program.

“Preferred Entry” means individuals that graduate from a recognized pre-apprenticeship program and meet entry standards for a particular apprenticeship program.

“Prime Contractor” means the prime contractor, general contractor, GC/CM or a design- build contractor.

“SCWA” means the Seattle Public Schools Student and Community Workforce Agreement dated October 1, 2020, and amended June 30, 2021, as amended by the SCWA Addendum applicable to the Project and attached as Exhibit G to the Development Agreement.

“Social Equity Plan” means the Contractor’s plan outlining apprenticeship requirements and labor projections, which is required by or before the start of construction. Subsequent updates may be requested by PC or MSR any time during the Development Project.

“SPS Priority Hire” means in order of priority:

1. SPS students (former students, graduates and those who have an SPS high school of origin regardless of graduation status); and/or
2. Workers who have a currently enrolled SPS student in their household; and/or any resident of an Economically Distressed Zip Code within the SPS boundaries (see Attachment B of the SCWA).

“SPS Diversity Hire” means: (1) People of color who self-identify in any race/ethnic category except Unspecified and White (Caucasian). People of Color includes workers identifying as Other, African American, Hispanic/Latinx, Asian, Pacific Islander, Native American or any other categories established by SPS for tracking and reporting (those who identify as "Unspecified" will not be counted in either White or People of Color); and/or (2) Women.

“Student and Community Workforce Agreement” means the Seattle Public Schools Student and Community Workforce Agreement dated October 1, 2020 (“SCWA”) and as amended June 30, 2021, as amended by the SCWA Addendum applicable to the Project and attached as Exhibit G to the Development Agreement.

“Subcontractor” means a business contracted to perform a portion of the Work under the Prime Contractor or subcontracted at any tier.

“Subcontractor Inclusion Plan” – see “Inclusion Plan, Subcontractor”.

“Unions” means the Seattle King County Building and Construction Trades Council, and Western State’s Regional Council of Carpenters, acting on their own behalf and on behalf of their respective affiliates and members.

“WMBE Implementation Plan” City-approved plan that will outline the WMBE commitments made by the Prime Contractor and provide additional details on capacity-building, technical assistance, outreach efforts and reporting.

“Women or Minority Business Enterprise or WMBE” means a business that self-identifies to be at least 51 percent owned by women and/or minority group members including, Black/African Americans, Native Americans, Asians/Pacific Islanders, and Hispanic/Latinx or is certified by the Office of Minority and Women’s Business Enterprise.

“Work” means the provision of all labor, materials, equipment, supplies, and everything needed to complete the construction of the Development Project.

“Work Site” means the Development Site and Licensed Areas and any field or company offices, construction license area, or staging area used to perform the construction of the Development Project.

## **Section 2 – Affirmative Efforts, Non-Discrimination, Social Equity Requirements**

### **2.1 Affirmative Efforts**

MSR shall require its selected Prime Contractor to use the PC-approved Prime Contractor Inclusion Plan detailing Affirmative Efforts to solicit and contract with WMBEs on subcontracting and supply opportunities for the Development Project. MSR shall require its Prime Contractor to require each first-tier Subcontractor to submit a WMBE Subcontractor Inclusion Plan as a material condition of their subcontract, except that, upon PC's review of Subcontractor bid packages, PC may either (i) waive this Subcontractor Inclusion Plan requirement, or (ii) approve adjustments to certain elements of the Subcontractor Inclusion Plan template for those bid packages, including, but not limited to, adjustments to standards for scoring and rejection of bidders and for advance mobilization pay. Such waiver or adjustment approval may be provided via an email from PC to MSR and/or the Prime Contractor. PC will monitor for compliance with these requirements. The Prime Contractor and any Subcontractor interested in obtaining assistance or information may contact PC at (206) 684-0444.

2.1.1. Affirmative Efforts must include efforts to achieve the activities specified in the WMBE Inclusion Plans submitted by the Prime Contractor and first-tier Subcontractors. MSR is solely responsible for any efforts made and costs incurred to comply with WMBE requirements.

2.1.2. Reporting Requirements:

- a. The Prime Contractor must submit a copy of its WMBE Inclusion Plan to PC for review and approval prior to beginning of construction.
- b. Prior to final award of the first-tier subcontracts, the Prime Contractor must submit the first-tier Subcontractor Inclusion Plans to PC for review and comment. The Prime Contractor will consult with PC on appropriate WMBE past performance percentages for each subcontract and post in subcontract advertisements. Prior to final award of the first-tier subcontracts, the Prime Contractor must submit first-tier Subcontractor Inclusion Plans to PC for review and comment.
- c. The Prime Contractor may reject any Subcontractor that is required to submit a WMBE Subcontractor Inclusion Plan and fails to demonstrate good faith efforts to use WMBE firms by failing to obtain a passing score as required in the instructions of the plan.
- d. Monthly report to include a WMBE status report using format and content approved by PC.
- e. The Prime Contractor must submit to PC a Social Equity Plan for review prior to commencement of construction. Subsequent updates can be requested by PC or MSR any time during the Development Project.

f. The Prime Contractor and Subcontractors, as applicable, must submit to PC Subcontractor Payment Reports electronically through B2Gnow:

<https://seattle.diversitycompliance.com/>

2.1.3. The Prime Contractor and Subcontractors, as applicable, must submit the first Subcontractor Payment Report in B2GNow by the 15th Day of the first month after the date specified in the notice to proceed with construction.

2.1.4. Subsequent monthly Subcontractor Payment Reports must be submitted by the 15th day of every month thereafter. When no work is performed during a reporting period, the Contractor must submit monthly reports indicating that no work was performed.

2.1.5. The last Subcontractor Payment Report must be marked as ‘final’ and must be submitted no later than 30 Days after the Final Completion of the Development Project. The final report must list the name of a dollar amount paid to each Subcontractor and Supplier used by the Prime Contractor and Subcontractor, as applicable. The City and SPS will not establish the completion date until the completed final Subcontractor Payment Report Form has been received.

2.1.6. Changes to named Subcontractors or Suppliers: If a named Subcontractor or Supplier includes any WMBE firm or business named on the Inclusion Plan as a WMBE guarantee, any named Subcontractor that the Prime Contractor, or first-tier Subcontractor as applicable, wishes to substitute during the Project must be for a demonstrated “good cause” and is subject to the City’s approval.

“Good cause” includes:

- a. Failure of the Subcontractor to execute a written contract after a reasonable period of time;
- b. Bankruptcy of the Subcontractor;
- c. Failure of the Subcontractor to provide a bond if required;
- d. The Subcontractor is unable to perform the Work because it is debarred, is not properly licensed, or does not comply with the Subcontractor approval criteria,
- e. Failure of the Subcontractor to comply with a requirement of law applicable to subcontracting;
- f. The death or disability of the Subcontractor if the Subcontractor is an individual;
- g. Dissolution of the Subcontractor if the Subcontractor is a corporation or partnership;
- h. If there is a series of failures by the Subcontractor to perform as specified in previous contracts; or
- i. Failure or refusal of the Subcontractor to perform the Work.

j. Other circumstance by approval from PC Director.

If the Prime Contractor or if the first-tier Subcontractor includes a WMBE guarantee in its WMBE Inclusion Plan and makes a change to a WMBE guarantee, then the applicable Contractor must use good faith efforts to recruit another WMBE Subcontractor to do the Work.

## **2.2 Employment and Non-Discrimination Requirements**

The City and SPS expects Contractors on the Project to employ a workforce reflective of the region's diversity. MSR must include in its construction contract with the Prime Contractor and must include a requirement in every subcontract (and require Subcontractors to include in lower-tier contracts) that Contractors must comply with the non-discrimination requirements as set forth in federal, state, and City laws and regulations.

MSR shall include contract requirements that the Prime Contractor must not discriminate against any employee or applicant for employment, and will make Affirmative Efforts to solicit and employ women and minorities, and to ensure that applicants are treated during employment without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin; or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Such Affirmative Efforts include efforts relating to: employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of payment and selection for training, including apprenticeship. The Prime Contractor shall include requirements in its contracts with Subcontractors requiring this provision to be flowed down to all lower-tier contracts.

MSR must include a provision in its construction contract with the Prime Contractor and the Prime Contractor must include provisions in its subcontracts allowing PC to audit the Prime Contractor's and Subcontractors' non-discrimination policies and practices, including Affirmative Efforts to employ women or minority employees.

Equal Employment Opportunity Officer: The Prime Contractor must have a designated Equal Employment Opportunity Officer (EEO Officer).

Each Contractor must ensure that all employees, particularly supervisors, are aware of, and comply with their obligation to maintain a working environment free from discriminatory conduct, including, but not limited to, harassment and intimidation of minorities and women, or WMBE businesses.

## **2.3 Prompt Payment**

This Section requires every Contractor of any tier to pay every Subcontractor who is also a small business, within 30 calendar days of satisfactorily completed work and delivered materials. A Subcontractor who is also a small business is defined as a business or person the higher-tier Contractor has engaged by agreement to provide labor or materials for the Project, including a person or persons, mechanic, Subcontractor, supplier or material person, that is (i) registered as a

WMBE firm with the City of Seattle, or (ii) is a business certified by the King County Small Business Concerns Program, or (iii) is certified by the State of Washington as a DBE or by the State of Washington as a WMBE firm.

Payment is considered made when mailed or personally delivered to the contractor; an invoice is considered received when date-stamped or marked as delivered. If not date-stamped or marked as delivered, the invoice date is the date recorded by the contractor.

The Prime Contractor or Subcontractor, as applicable, must promptly pay, no later than 10 Working Days of receipt of a progress payment from the Owner for all other work by Subcontractors which are not small businesses.

Contractors of any tier must pay such Subcontractors, less any retainage allowed under the contract, for all work that the applicable Contractor has found to comply with the quality and performance agreed on with their Subcontractor. This includes payment for actual mobilization costs incurred. This also includes work that has been directed to the Subcontractor when the price has been agreed to by MSR, Prime Contractor, and Subcontractor, whether MSR has provided payment or executed a Change Order to the Prime Contractor. Amounts withheld are limited to the value of the portion of work that has not been satisfactorily completed, with a documented dispute per contract provisions. Such withheld amount cannot exceed 150 percent of the disputed amount.

If any work or product is unsatisfactory and subject to withholding of payment, the higher tier Contractor must provide written notification to its Subcontractor and MSR of corrective actions required by the Subcontractor including a date to be completed. Such written notice must be provided as soon as practicable after work has been performed.

After the Subcontractor satisfactorily completes the corrections, the Contractor must pay the Subcontractor within ten working days the remaining amounts withheld, less retainage. Should a Contractor find a Subcontractor's work unsatisfactory without reasonable cause, fail to provide written notification within a reasonable time, or otherwise fail to comply with the scheduled days herein, the Prime Contractor may be found to be in breach of the contract with MSR or a Subcontractor may be found in breach of the contract with a lower tier Subcontractor, as applicable, subject to all remedies.

The Subcontractor must make a written request to the applicable Contractor for the release of the Subcontractor's retainage or retainage bond.

Within 10 working days of the request, the Prime Contractor, or Subcontractor if applicable, must determine if the subcontract has been satisfactorily completed and must notify the Subcontractor, in writing, of the determination.

If the Contractor determines that the subcontract has been satisfactorily completed, the Subcontractor's retainage or retainage bond must be released by the applicable Contractor within 10 working days from the date of the written notice.



If the Contractor determines that the Subcontractor has not achieved satisfactory completion of the subcontract, the Contractor must provide the Subcontractor with written notice, stating specifically why the subcontract work is not satisfactorily completed and what must be done to achieve completion. The Contractor must release the Subcontractor's retainage or bond, if one is required, within 10 working days after the Subcontractor has satisfactorily completed the work identified in the notice.

In determining whether satisfactory completion has been achieved, the Contractor may require the Subcontractor to provide documentation such as certifications and releases, showing that all laborers, lower-tiered Subcontractors, suppliers of material and equipment, and others involved in the Subcontractor's work have been paid in full. Contractors may also require any documentation from their Subcontractor that is required by the subcontract or by the Contract between the Prime Contractor and MSR or by law, such as affidavits of wages paid, material acceptance certifications and releases from applicable governmental agencies to the extent that they relate to the Subcontractor's work.

If a Contractor fails to comply with the requirements of this Section and a Subcontractor's required retainage or bond release is wrongfully withheld, the affected Subcontractor may seek recovery against the applicable Contractor under any remedies provided for by the subcontract or by law.

## **2.4 Equal benefits**

MSR shall require the Prime Contractor to comply with SMC 20.45 and the Equal Benefits Program Rules implementing such requirements, under which the contractor is obligated to provide the same or equivalent benefits (equal benefits) to its employees with domestic partners as the Prime Contractor provides to its employees with spouses. At MSR's request, the Prime Contractor must provide complete information and verification of compliance with SMC 20.45.

For further information about SMC 20.45 and the Equal Benefits Program Rules, call the City at (206) 684-4525 or refer to: <https://www.seattle.gov/purchasing-and-contracting/social-equity/equal-benefits>

Evaluation of the Prime Contractor's compliance with the Equal Benefits requirement will be based on these criteria:

1. A domestic partner is a person, either same sex or opposite sex partner, whose domestic partnership is registered either with the employer's internal registry or with a local government entity, per State or local law.
2. Any and all benefits must be provided equally to spouses and domestic partners, including but not limited to health insurance, dental insurance, vision insurance, pension, company discounts, and credit union membership.
3. The conditions for use of benefits including but not limited to bereavement leave, family medical leave, childcare leave, employee assistance programs, and relocation and travel benefits, must be applied equally with respect to spouses and domestic partners.



4. Equal benefits must be offered to all employees at all offices where substantive work on the Development Project is being performed.

Reporting Requirements: MSR shall require the Prime Contractor to submit the Equal Benefits Compliance Declaration to the PC representative within three Business Days after request.

Any violation of this Section is a breach of this Agreement for which the City may exercise any of its remedies under the Agreement or impose such other remedies as specifically provided for in SMC 20.45 and the Equal Benefits Program Rules promulgated there under.

## **2.5 Labor Standards and Paid sick and safe time (required for all business in Seattle)**

As noted in SMC 14.16, 14.17, 14.19, and 14.20, The City has adopted a comprehensive set of wage theft prevention and labor harmonization standards to better protect those individuals who conduct business within City limits. These protections include paid sick and safe time, fair chance employment, and minimum wage and wage theft. Contractors who conduct business inside City limits, including attending meetings, must comply with SMC 14.16, 14.17, 14.19, and 14.20. See <https://www.seattle.gov/laborstandards/ordinances>,

for more information.

## **2.6 Acceptable Work Site**

MSR shall include provisions in its construction contract which require the Prime Contractor to ensure an Acceptable Work Site and to include the requirements of this Section in all subcontracts for the Development Project. This is a material provision and enforceable accordingly.

The intent of the person that appears to violate the Acceptable Work Site is not a measure of whether such behaviors are appropriate; rather the standard is whether a reasonable person should have known that such behavior would cause a worker to be humiliated, intimidated, or otherwise treated in an inappropriate, discriminatory, or differential manner.

Behaviors that violate an Acceptable Work Site include but are not limited to:

1. Persistent conduct that to the reasonable person would be perceived as offensive and unwelcome;
2. Conduct that a reasonable person would perceive to be harassing or bullying in nature;
3. Conduct that a reasonable person would perceive to be hazing;
4. Verbal references that a reasonable person would perceive to be offensive stereotypes or racial/gender slurs;
5. Jokes about race, gender, or sexuality that a reasonable person would perceive to be offensive;

6. Assigning undesirable tasks, unskilled work to trained apprentices and journey-level workers, manual work in lieu of work with appropriate equipment, unsupervised work, or dangerous work in disproportionate degrees to apprentices, women, or workers of color;
7. Language that a reasonable person would perceive to be offensive based on race, gender or oriented towards sexuality;
8. Name-calling, cursing or unnecessary yelling, including from a supervisor, foreman or other more senior person that a reasonable person would perceive as offensive;
9. Repeating rumors about individuals in the Work Site that a reasonable person would perceive as harassing or harmful to the individual's reputation;
10. Refusal to hire someone based on race, gender, sexuality, or any other protected class;
11. References to or requests for immigration status (other than required by law), religious affiliation, gender affiliation, criminal background, or other related aspects of a worker unless mandated by federal law.

The Prime Contractor and all Subcontractors must ensure that all employees, particularly supervisors, are aware of, and comply with their obligation to maintain a working environment free from discriminatory conduct, including, but not limited to, harassment and intimidation of minorities and women, or WMBE businesses. The Prime Contractor must display at each Work Site location the materials supplied by PC regarding Acceptable Work Sites.

An Acceptable Work Site shall include Contractors' assignment of work in a manner that respects training objectives for apprentices, and ensures an equitable distribution of meaningful work, training, and assignments among all workers, including women, people of color, or other defining characteristics.

MSR will use its best efforts to enforce its contract requirements with its Prime Contractor regarding Acceptable Work Site and the Prime Contractor shall do the same with its Subcontractors. PC will be given access to the Development Project Work Site to monitor compliance with the Acceptable Work Site provisions. Monitoring may include proactive observations of the Work Site, interviews of individuals familiar with the Work Site, data that may evidence disparities, investigation of complaints by an individual familiar with the Work Site, or other evidence. Except for unusual circumstances that require confidentiality, should situations arise that may require attention; PC will collaborate with the MSR Representative to discuss appropriate remedies, and may likewise notify subcontractors and appropriate unions when necessary for the resolution of the situation. MSR shall require its Prime Contractor to correct and document all Acceptable Work Site issues, including steps to prevent reoccurrence and resolution and will submit documentation to MSR and PC within one week of resolution.

A remedy may include, but is not limited to, PC's right to request that MSR direct the Prime Contractor to remove personnel from a Work Site if the City finds that individual to have violated or failed to enforce the Acceptable Work Site provision, given the appropriate contractual and procedural protections to the affected individual.

This Section is for the benefit of the City and SPS and their respective interest in the Development Project. It shall not create any third-party beneficiaries or form the basis of any action against the City or SPS or MSR by a third party.

## **2.7 Acceptable Work Site Training**

1. The Prime Contractor must participate in an Acceptable Work Site training program as specified in this Section to support a Work Site free from bullying, hazing, harassment, and other behaviors specified in Section 2.6 above.

a. Acceptable Work Site Training: The Prime Contractor's key project management personnel, including the project manager, project engineer, superintendent, and other project or site-related management and supervisory staff, must attend a 3-hour introductory training conducted by PC. The training will include topics and resources to support and enhance the implementation of an "Acceptable Work Site." The project management training will also include information and materials to facilitate the mandatory worker 10-minute orientation and 5-minute monthly talks, as specified below.

1) Acceptable Work Site Training will be scheduled to take place prior to the Notice to Proceed Date.

2) The Prime Contractor must notify the PC, SPS, and MSR of new or replacement management personnel assigned to the project within 1 week after the change.

3) The Prime Contractor must submit written notification of changes in management personnel to the Engineer within 2 weeks after the change to allow for the scheduling of additional Management Staff Training.

b. Worker Acceptable Work Site Orientation: Prime Contractor shall require all laborers, workers, and mechanics to attend a 10-minute Acceptable Work Site orientation before starting with any physical work on the project. All training materials; including videos, printed materials, and attendance tracking sheets will be provided by PC.

c. The Prime Contractor must provide a location at each job site location for information provided by PC on Acceptable Work Sites to be posted by the Prime Contractor. The location must be in a prominent location and be at least 18-inches-wide and 24-inches tall.

d. Job Box Talks: At least once per month, from the Notice to Proceed Date to Physical Completion, the Prime Contractor must conduct a minimum 5-minute-long Job Box Talk (defined as Acceptable Work Site topics introduced in the Acceptable Work Site Training) as a part of a regularly scheduled all staff meeting (such as safety talks, work assignment meeting, or other on-site check-ins.) Attendees must include all laborers, workers, and mechanics, including subconsultants of all tiers, who are at the Project Site at the time the talk is taking place. The first Job Box Talk must take place within 1 month

of the Notice to Proceed Date. All required materials for the Job Box Talks will be provided by the PC Job and Training Advisor.

e. At the Contractor's request, PC will provide up to 16 hours per year of technical assistance to conduct or aid in conducting the Acceptable Work Site training or Job Box Talks. Contact PC Job and Training Advisor to request such assistance.

2. The Prime Contractor must provide Project Site access to PC Job and Training Advisor as required to administer Acceptable Work Site training, support, and monitoring. Monitoring may include worker interviews, verification of Acceptable Work Site orientation and Job Box Talks, and collection of data. If full, unfettered access cannot be granted for PC Job and Training Advisor, MSR or the Contractor will escort PC Job and Training Advisor throughout the Project Site as needed. Acceptable Work Site training and monitoring will be as minimally disruptive to the Work as possible.

3. Except as provided in this Section, all Contractor staff and worker costs associated with the Acceptable Work Site training program must be included in the Final Project Budget. PC, through a grant from King County to SPS, will pay for the costs of the PC Job and Training Advisor to provide training to the project management team.

### **Section 3 – SPS Priority Workers and Diversity Hiring, Student and Community Workforce Agreement, Apprentices and Trust Fund Contributions**

MSR will require its Prime Contractor agree to comply with the SPS SCWA. It is MSR's responsibility to inform its Prime Contractor of SCWA and "SPS Priority Hire" requirements in this Section. Additionally, MSR shall require its Prime Contractor to inform all Subcontractors of the requirements. The Prime Contractor is responsible for meeting the "SPS Priority Hire" requirements of the Contract. Project Contractors may obtain guidance or information about the requirements under this Section by contacting PC at 206-684-0444.

It is the goal of all the parties to increase the participation of underrepresented groups and those that are of special concern to the parties. As provided in the SCWA, Contractors shall seek to first hire SPS Priority Hires and SPS Diversity Hires (see DEFINITIONS), so as to meet or exceed the required percentages. The Prime Contractor may require subcontractors to utilize SPS Priority Workers and SPS Diversity Hires in order to ensure attainment of the requirement set for the Project For additional details on Preferred Entry see Section 3.11 and the SCWA.

Requirement	Utilization Rate	Explanation
Apprentice Utilization	15%	<i>Hours assigned to workers who are enrolled in a WSATC Apprentice Training Program, as a percentage of total Contract Labor Hours.</i>
<b>Requirements</b>		

SPS Student	5%	<i>Hours assigned to former students, graduates and those who have an SPS high school of origin regardless of graduation status</i>
SPS Wage Earner	8%	<i>Hours assigned to workers who have a currently enrolled SPS student in their household</i>
SPS Distressed Zip Code Apprentice	3%	<i>Hours assigned to Apprentices who are a resident of an Economically Distressed Zip Code within the SPS boundaries</i>
SPS Distressed Zip Code Journey	5%	<i>Hours assigned to Journey Level workers who are residents of an Economically Distressed Zip Code within the SPS boundaries</i>
Preferred Entry	1:5	<i>Ratio of Preferred Entry Apprentices hired to total Apprentices hired. Preferred Entry Apprentices must have completed a Pre-Apprentice Training Program and work at least [350 or 700] hours on the project</i>
<b>Aspirational Goals</b>		
Women		
Journey	4%	<i>Hours assigned to Journey Level workers who are women, as a percentage of the Contract Labor Hours worked by Journey Level workers</i>
Apprentice	11%	<i>Hours assigned to Apprentices who are women, as a percentage of the Contract Labor Hours worked by Apprentices</i>
Black, Indigenous, People of Color (BIPOC)		
Journey	36%	<i>Hours assigned to Journey Level workers who are people of color, as a percentage of the Contract Labor Hours worked by Journey Level workers</i>
Apprentice	42%	<i>Hours assigned to Apprentices who are people of color, as a percentage of the Contract Labor Hours worked by Apprentices</i>
<b>WMBE Goals</b>		
MBE	20%	<i>A business that self-identifies or is certified by the Office of Minority and Women's Business Enterprise (OMWBE) to be at least 51 percent owned minority group members including, African American/Black, Hispanic/Latino, Asian American, Pacific Islander, Native Hawaiian, Alaska Native, or Native American.</i>
WBE	6%	<i>A business that self-identifies or is certified by the Office of Minority and Women's Business Enterprise (OMWBE) to be at least 51 percent owned by women</i>

### 3.1 Good Faith Efforts

The Contractor has six required priority hiring categories (Section 3). These categories are:

- SPS Distressed ZIP Code – Apprentice Level
- SPS Distressed ZIP Code – Journey Level
- SPS Student
- SPS Wage Earner
- Apprentice Utilization
- Apprentice – Preferred Entry

The Prime Contractor is compliant if the requirement for each category has been met or exceeded by substantial completion. If the Prime Contractor does not meet or exceed one or more requirement, MSR and PC may consider the Prime Contractor to be compliant if they provide documentation of good faith effort(s).

Acceptable documentation of good faith effort(s) includes:

- Copies of Craft Employee Request Forms submitted by the Prime Contractor and/or Subcontractors to the applicable union halls requesting new dispatches for SPS Priority Workers and/or preferred entry apprentices AND written documentation showing that the requests were not filled with SPS Priority Workers and/or Preferred Entry Apprentices. If the request was filled with non-SPS Priority Workers and/or non-preferred entry apprentices, the written documentation must also provide the names of said workers. Copies of emails between the Prime Contractor or Subcontractors and applicable union halls showing that new dispatches for SPS Priority Workers and/or preferred entry apprentices were requested may be considered in lieu of the Craft Employee Request Form.
- Copies of good faith letters from the applicable union halls acknowledging that the Contractor requested new dispatches for SPS Priority Workers and/or Preferred Entry Apprentices, but the requested workers were unavailable at that time. If the request was filled with non-SPS Priority Workers and/or non-preferred entry apprentices, written documentation must be provided identifying said workers by name.
- Documentation showing that a worker resided in an Economically Distressed ZIP Code identified in SCWA Attachment B at the date of dispatch, but later moved to a ZIP code not in SCWA Attachment B. The Contractor or Subcontractor must notify PC of the employee name and date their address changed.
- Written documentation notifying SPS, the City and the MSR of discharge or layoff of a Priority Worker and/or Preferred Entry Apprentice. The Prime Contractor or Subcontractors must also provide a copy of the Craft Employee Request Form showing the Contractor tried to replace the discharged worker with another Priority Worker and/or preferred entry apprentice, but the applicable union hall did not have SPS Priority Workers and/or preferred entry apprentices available at the date of the request. If the

request was filled with non-SPS Priority Workers and/or non-preferred entry apprentices, the written documentation must also provide the names of said workers.

- Copies of emails between the Prime Contractor or Subcontractors and applicable Pre-Apprentice Training Program staff or Job & Training Advisor showing efforts to hire Preferred Entry Apprentices (see SCWA Article XII), but such workers were not available at the date of the request. If non-preferred entry apprentices were hired due to the unavailability of preferred entry apprentice, written documentation must be provided identifying said workers by name.
- Other documented substantive efforts to hire and retain SPS Priority Workers and Preferred Entry Apprentices as approved by SPS and PC.

### **3.2 Social Equity Meeting**

Prior to the start of construction, the Prime Contractor must attend the Social Equity Meeting with PC to review the following:

1. SCWA provisions, SPS Priority Hire requirements, and other Social Equity requirements for the Development Project.
2. Review the Social Equity Plan to compare the projected Priority Hire hours, including the existing workforce and new hires, to the projected total project labor hours to ensure that the Social Equity Plan shows a clear pathway to meet the requirements for the Development Project (Social Equity Plan Sections 3).

PC may offer the Social Equity Meeting for Subcontractors to attend after the Prime Contractor has fulfilled this requirement.

### **3.3 Pre-Job Package and Letter of Assent**

Prior to the start of construction, the Prime Contractor shall submit the Pre-Job Package for self-performed work along with the project specific safety plan to PC and attend a pre-job conference with Unions and PC per SCWA Article II (Project Conditions). The Prime Contractor must attend a pre-job conference at least two weeks prior to commencing Work, but not more than 90 days prior to commencing Work. The Prime Contractor's Pre-Job Package shall include a copy of the signed Letter of Assent that was provided to the MSR before Contract Execution.

Each Subcontractor shall submit the Pre-Job Package three weeks prior to commencing work to the Prime Contractor who then submits it to PC. The Subcontractor shall attend a pre-job conference with Unions and PC at least two weeks prior to commencing work, but not more than 90 days prior to commencing work. The Prime Contractor may attend with the Subcontractor but is not required.

The Pre-Job Package includes the Letter of Assent, Pre-Job Form, and if applicable the Core Worker list and supporting documentation. See SCWA Article IX and Core Workers Article XI.

### **3.4 Core Workers**

An Open-Shop Contractor may bring as many as 3 Core Workers onto the Project and up to 2 apprentices enrolled in a WSATC program for each contract accordingly, provided that the ratio



of apprentices to journey level workers is in compliance with the applicable apprenticeship program standards. All subsequent Open-Shop Contractor workforce needs will be fulfilled through the respective Union hiring hall or by agreement between the Open-Shop Contractor and the respective union.

Core Workers are those that have worked on the applicable Contractor's payroll a minimum of one thousand five hundred (1,500) hours within the craft classification over the last two-year period from the date of dispatch to the Project and have also been on the contractors active payroll for at least sixty (60) out of the ninety (90) calendar days prior to the execution of the contract for the affected contractor. All Core Workers shall meet the minimum journey level qualifications of the craft they are performing and shall hold all required licenses and certifications for the work of their craft.

Apprentices are those that are enrolled in a WSATC program and are also one of the following: (1) a Priority Worker, (2) a Pre-Apprenticeship program graduate, (3) or an individual who furthers the City's aspirational goals for women and people of color.

### **3.5 Worker Dispatch**

Each Contractor shall use the SPS Craft Request Form when requesting a new employee for dispatch on the Project and shall copy PC on all SPS Craft Request Forms submitted to the Unions. MSR shall require its Prime Contractor to maintain copies of all Craft Request Forms used on the Project, including forms submitted by Subcontractors. PC may review and inspect any Craft Request Forms, upon request. Core Workers of Open-shop Contractors are also required to be Dispatched from Union hiring halls as further detailed in the SCWA addendum.

### **3.6 Project Administrative Committee (PAC)**

The parties agrees to participate in a Project Administrative Committee (PAC) to address safety, targeted hiring, apprenticeship utilization, preferred entry, job progress and any other relevant issues that affect the Project. The parties agree to address issues as they arise and resolve them in a timely manner. Only signatory parties to this Agreement shall have voting rights when the PAC makes a decision by vote. The Prime Contractor shall attend the monthly Project Administrative Committee meetings.

### **3.7 Parking**

The Prime Contractor will ensure no-cost parking is available to workers within a four (4) block area from the project work site. Such parking may be either on-site parking, nearby off-site dedicated parking, or free on-street parking in the immediate residential area that is not restricted by designated neighborhood parking zone limitations during the project work hours.

If the Prime Contractor determines such parking is not available, then the Prime Contractor will provide transportation between the project worksite and a designated parking location that the Prime Contractor provides, all at no cost to the worker. In such situations, workers shall leave their place of work 15 minutes before end of shift for travel. Such transportation between the site and the parking shall be available to the workers throughout each scheduled workday.

### **3.8 Hours of Work**

The standard workday shall consist of eight (8) hours of work scheduled between 7 a.m. and 7 p.m. with one-half hour designated as an unpaid lunch. The starting time may be different (staggered) on a crew basis. The standard workweek shall be five (5) days of work, Monday through Friday. Per SCWA Article IV, Section 1, shift may be established for some or all crews when considered necessary by the Contractor. All shift work must follow the provisions outlined in SCWA Article IV, Section 2.

### **3.9 Rest Facilities**

Rest Facilities. Article II, Section 5, Safety, Rest Facilities, is amended as provided in the SCWA addendum.

### **3.10 Apprenticeship Hiring Priorities and Requirements**

The City and SPS have determined that there is a need for increased training and apprenticeship opportunities in the construction industry and that a diverse and well-trained workforce is critical to the economic and social vitality of the region. In establishing requirements for the use of apprentices on the Project, it is the City and SPS intent to encourage the training and promotion of apprentices to journey level status. MSR shall include the requirements of this Section in its contract with its Prime Contractor.

The Prime Contractor must ensure that 15 percent of the total Contract Labor Hours performed on the Project are performed by Apprentices registered with the Washington State Apprenticeship Training Program.

Total Contract Labor Hours include additional hours worked as a result of Change Orders, and exclude hours worked by foremen, superintendents, supervisors, MSR Representative, and workers who are not subject to SCWA wage requirements. However, it may be determined that they are subject to SCWA wage requirements under the following criteria of WAC 296-127-015: 2 supervisors (e.g. foreman, general foreman, superintendents) are entitled to receive at least the journey level prevailing rate of wage for performing manual or physical labor:

- a. For each hour spent in the performance of manual or physical labor if it is for more than 20 percent but less than 50 percent of their hours worked on a project during any given week.
- b. For all hours worked in any given week if they perform manual or physical labor for 50 percent or more of their hours worked on a project during such week.

MSR shall require its Prime Contractor to include the Apprentice utilization requirements of this Section in all subcontracts executed for the Project and ensure that all Subcontractors working on the project are notified of the apprentice utilization requirements. The Prime Contractor is responsible for meeting the Apprentice utilization requirements of the Contract, including overall compliance on all Contract Labor Hours worked by Subcontractors.

Additionally, the Prime Contractor must make good faith efforts to:

- a. Ensure that Apprentice hours worked are equally distributed in each trade/craft and consistent with the apprentice utilization percentage requirement of the Contract.
- b. Recruit and hire minority and women Apprentices for the Project. Of the total Apprentice utilization requirement percentage, the Contractor must pursue a goal of using minority and women apprentices as stated in Apprentice and SPS Priority Hire Requirements and Aspirational Goals table.

The Prime Contractor must ensure compliance with RCW 49.04, WAC 296-05, and the apprenticeship training standards for each trade/craft classification used on the Project, as set forth by L&I.

On a mutually agreeable date, but prior to the start of construction, the Prime Contractor must submit to PC a Social Equity Plan outlining how the Apprentice and Priority Hire utilization requirements will be met on the total Contract Labor Hours. The plan must be submitted on a form provided by the City or by accessing <http://www.seattle.gov/contracting/apprentice.htm> and must be updated by the Contractor upon request by PC or the MSR.

PC will be available to provide assistance in directing the Prime Contractor to available resources for hiring apprentices. The MSR Representative, Prime Contractor, and PC must meet to discuss any changes to the Apprentice utilization percentage.

If the Prime Contractor determines that it will be unable to achieve the Apprentice utilization percentage, the Prime Contractor may make a written request to MSR to reduce the required Apprentice utilization percentage. The request must include documentation of the Contractor's good faith efforts to hire apprentices registered with WSATC approved programs. These documents must demonstrate:

- a. That an inadequate number of Apprentices are available to comply with the required apprentice utilization percentage or that there is a disproportionately high ratio of material costs to labor hours, which does not make the required minimum levels of apprentice participation possible for this Contract; and
- b. That the Contractor has made good faith efforts to comply with the requirement.

MSR shall submit the request to PC for evaluation and determination regarding whether the request has merit. If PC determines the change to be appropriate, PC will authorize the reduction in writing. If PC determines that a reduction in the required utilization percentage is not justified, PC will communicate the decision in writing to the MSR and Prime Contractor.

MSR shall require the Contractor and every Subcontractor to submit a profile for each worker into LCP Tracker through an online portal at <https://prod-cdn.lcptracker.net/login/login> including but not limited to gender, ethnicity, and apprenticeship status of each worker.

MSR shall require the Prime Contractor to submit other information as may be requested by PC to verify compliance with the Apprentice utilization requirements of the Contract. PC may add, delete, or change the information required of the Prime Contractor for determining compliance, as necessary.

### **3.11 Preferred Entry to Apprenticeship**

MSR shall require its Prime Contractor to ensure compliance with the preferred entry requirement that one (1) of every five (5) Apprentices who have worked at least 700 hours on the project is from a WSATC-recognized Pre-apprentice Training Program and receive Preferred Entry into apprenticeship and on to the Project per the processes in the SCWA Article XV (preferred entry). Once employed and actively performing work on the Project, Preferred Entry candidates must meet all of the following qualifications to be counted toward the Preferred Entry requirement:

1. Graduate of a recognized Pre-apprentice Training Program defined in the Community Workforce Agreement or Helmets to Hardhats referral;
2. Be employed at least 700 hours on the project; and
3. Be an active registered Apprentice in an Apprenticeship Training Program.

MSR's Prime Contractor shall flow down Apprenticeship and preferred entry requirements to Subcontractors as needed to comply with these requirements.

### **3.12 Trust Fund Contributions and Dual Benefits**

1. Under the SCWA Article III Section 6. (Trust Fund), the Prime Contractor and all Subcontractors are required to pay into a joint labor/management employee welfare benefit trust fund(s) ("Trust Fund"), regardless of whether they participate in an employer-sponsored benefit plan. The Prime Contractor and all Subcontractors are required to complete trust documents and submit the documents to the Union for each worker and to pay into the Trust Fund as required by that Trust Fund's schedule.
2. If any Subcontractor does not pay into the Trust Fund, the Union may provide notice and documentation to the Prime Contractor, PC and MSR in the form of a grievance or other communication.
  - a. If after ten (10) business days from such notice, delinquencies remain unpaid, the Prime Contractor (if different) shall withhold an amount to cover the delinquency from any unpaid funds otherwise due and owing to the delinquent Subcontractor and shall not release such withholding until the delinquent Subcontractor is in compliance.
  - b. The delinquent Subcontractor, and Contractor (if different), by mutual agreement, may identify other agreeable solutions that assure timely payment to the Trust Fund. If the delinquent amounts are undisputed in whole or in part between the Trust Fund and the delinquent subcontractor, the Prime Contractor (if different) shall issue a joint check to the Trust Fund with the Subcontractor named in the amount of the undisputed delinquency.

3. Open-Shop Contractors that pay Dual Benefits are eligible for reimbursement from MSR of the applicable portion of the employer-provided usual benefits as defined by WAC 296-127-014. Contractors are required to submit prior to substantial completion a Dual Benefit Reimbursement Form, invoice and other supplemental information to PC at LaborEquity@seattle.gov. Open-Shop Contractors and Subcontractors must apply for reimbursement at least once per year but may apply as frequently as once per month. In order to be considered for reimbursement, Open-Shop Contractors must submit all of the following:
  - a. Dual Benefit Reimbursement Form
  - b. Invoice specifying amount for which reimbursement is being requested
  - c. Copy of employer-provided benefit plan(s) which provide proof of coverage for usual benefits
  - d. Receipts or other proof of payments to the employer-provided plan(s) for each worker showing that they received employer-provided benefits within the last 90 days prior to starting work on the project
  - e. Receipts or other proof of payments to the employer-provided plan(s) for each worker during the period of time for which reimbursement is being requested
  - f. Receipts or other proof of payment to the Joint Health and Pension Trust Fund during the period of time for which reimbursement is being requested.
  - g. Up to date certified payroll records in LCPtracker during the period of time for which reimbursement is being requested

#### **Section 4 – PREVAILING WAGE REQUIREMENTS**

MSR shall require that the Prime Contractor and Subcontractors of every tier comply with the Prevailing Wage Statute at RCW Chapter 39.12 and adhere to the prevailing rates for all craft workers in effect under SCWA Article III. The SCWA is silent on zone pay. Consistent with Article 1, Sect. 1 of the SCWA, if an applicable local craft collective bargaining agreement requires zone pay, MSR shall require that the Contractors of every tier adhere to the zone pay requirements under the applicable local craft collective bargaining agreement.

The Contractor is responsible for assigning the appropriate classification to all laborers, workers, or mechanics that perform any work under this Contract. Classifications must be in conformance with the scope of work descriptions and determinations established by the Washington State Department of Labor and Industries (L&I) and subject to Jurisdictional Disputes processes provided in the SCWA, Article IX, Article X, and Article VIII where applicable.

Contractors must incorporate all increases in prevailing wage rates twice per year as provided under Section 2.4 of the SCWA Addendum. Such increases must be included in the Final Project Budget without additional cost to SPS or the City. If a prevailing wage rate decreases, such decreases will not be recognized. Any scopes of work not covered by the SCWA will still be required to pay the prevailing wages defined by L&I in effect at the time each subcontract is executed and to increase every September to the rates in effect at that time.

MSR shall ensure compliance with the following Overtime wage and Apprentice wage requirements on the Project:

#### **4.1 Overtime**

The SCWA requires additional payment for overtime beyond these requirements. Examples are overtime payments for missed meals and 2nd and 3rd shift overtime above specified shift hours. Overtime for hours worked in excess of eight (8) hours per day, or 40 hours per week, or on Saturdays, Sundays, and holidays, or outside of the regular shift shall be determined by the L&I overtime and holiday code for the applicable trade. Work performed on the Project wherein the employee will work up to 10 hours per Day in a 4-Day week to accomplish 40 hours of work shall be permissible without the requirement of overtime rates if the applicable craft's Collective Bargaining Agreement allows for 4-10 shifts. No written 4-10 agreement is necessary. Contractors shall reference the applicable craft's Collective Bargaining Agreement to determine if 4-10 shifts are permissible. If an overtime or 4-Day at 10 hours per Day shift agreement is established through a Collective Bargaining Agreement provision, the Contractor must submit a copy of the Collective Bargaining Agreement provision via the online reporting portal: <http://www.LCPtracker.net>

#### **4.2 Prevailing Wage for Apprentices**

Per RCW 39.12.021 and RCW 49.04, Apprentices must be paid the applicable prevailing hourly rate for an apprentice of that trade. Apprenticeship prevailing wages are subject to SCWA Articles III and IV.

#### **4.3 Monitoring for Compliance with Wage Requirements**

##### **4.3.1. Payroll Reports**

Payroll reports for the Prime Contractor, every Subcontractor, and all other individuals or firms required to pay prevailing wages for Work performed on the construction project must be submitted weekly via an online reporting portal: <http://www.LCPtracker.net>.

The Prime Contractor is responsible for approving electronically the payrolls submitted by all Subcontractors. Payroll reports must contain the following information:

1. Name and residence address of each worker
2. Classification of work performed by each worker. The classification must be specific and match the classification categories listed in the applicable wage schedule
3. Total number of hours employed each Day
4. Total number of hours employed during the payroll period
5. Straight time and overtime hourly rate of wages paid to each worker
6. Total or gross amount earned by each worker
7. Deductions for medical insurance, FICA, federal withholding tax, and any other deductions taken
8. Net amount paid each worker
9. Prime Contractor's or Subcontractor's name and address
10. All Days during the pay period
11. Date of final Day of pay period
12. Whether fringe benefits were paid to each worker as part of the hourly wage rate or whether fringe benefits were paid into an approved plan, fund, or program; and the hourly rate of fringe benefits paid.



The last payroll submitted for the Work for both the Prime Contractor and each Subcontractor must be labeled 'Final'. If no work is performed for the week, the Contractor must submit a certified payroll noting that no work has been performed.

The Prime Contractor, every Subcontractor, and all other individuals or firms required to pay prevailing wages for Work performed on the Project are subject to investigation by MSR and PC regarding payment of the required prevailing wage to workers, laborers, and mechanics employed on the project. If the investigations result in a finding that an individual or firm has violated the requirement to pay the prevailing rate of wage, PC will meet with MSR to address the appropriate enforcement actions and remedies.

Each Contractor shall submit statements of intent to pay prevailing wages and affidavits of wages paid to PC for review and approval using the City approved forms (see Section 6).

#### **4.3.2 Monitoring Prevailing Wages – Site Visit**

PC will make routine visits to the Project Site for prevailing wages contract compliance. The Prime Contractor and Subcontractors shall cooperate with PC and allow PC unfettered access to the Project Site and records, including any work performed off site.

#### **4.3.3 Records**

MSR must require the Prime Contractor to maintain relevant records and information necessary to document the Prime Contractor's and Subcontractors' compliance with these requirements for at least 24 months after the construction work is complete. The City has the right to inspect and copy such records. MSR must also require the Prime Contractor to enforce these same requirements on its Subcontractors by including appropriate language in its subcontracts.

### **Section 5 - Monitoring and Compliance of WMBE, SCWA and Priority Hire Requirements**

#### **5.1 Records and Reporting**

MSR must require the Prime Contractor to demonstrate compliance with SMC 20.42, through the submission of the Inclusion Plans, Social Equity Plan, and other reports as specified herein. MSR must require the Contractor to allow access to its records of employment, bidding, and subcontracting, and other pertinent data requested by the City to determine compliance with these requirements. Records must be available at reasonable times and places for inspection by authorized representatives of The City.

MSR must require the Contractor to maintain relevant records and information necessary to document the Contractor's Affirmative Efforts to use WMBEs and other businesses as Subcontractors and Suppliers under the Contract for at least 24 months after the construction work is complete. The City has the right to inspect and copy such records. MSR must also require the Prime Contractor to enforce these same requirements on its Subcontractors by including appropriate language in its subcontracts.



## **5.2 Apprentice**

All Contractors will upload proof of apprenticeship registration via LCPTracker at the time a request of apprentice approval is submitted. PC will verify the registration of each Apprentice used on the project with the WSATC. PC will monitor the Apprentice utilization data provided by the Contractor.

## **5.3 Site Visits**

The City will make routine visits to the Project Site for the purpose of verifying wages paid, confirming the use of apprentices and monitoring WMBE, Acceptable Work Site, Priority Hire and general compliance with the SCWA and these provisions. The Prime Contractor and Subcontractors shall cooperate with PC and allow PC unfettered access to the Project Site and records.

## **5.4 Monitoring Priority Hire**

PC will monitor the Priority Hire and Apprentice utilization data provided by the Prime Contractor.

## **5.5 Monthly Reports and Meetings**

PC shall facilitate a monthly meeting to review each of these requirements. At the meeting the Prime Contractor will prepare a report that summarizes the progress and performance on each of these requirements in a format approved by PC.

## **5.6 Monitoring WMBE**

PC will monitor compliance with the WMBE requirements of the construction contract, including the review and approval of Subcontractor Inclusion Plans prior to bidding of subcontract work and review and approval of the Prime Contractor's Social Equity Plan and Social Equity Monthly Report.

## **5.7 Progress Reviews**

In the event PC has concerns regarding compliance with the SCWA, Apprenticeship, WMBE, or Prevailing Wage, PC will meet with MSR to facilitate solutions to achieve compliance. Options to consider include:

- Step 1: Notification of default with cure opportunity
- Step 2: Withholding Payment
- Step 3: Suspension of Work
- Step 4: Termination of Subcontractor

## **Section 6 - Forms**

The following forms have been provided to MSR for use with the construction contract with the Prime Contractor and Subcontractors, as applicable.

1. Student and Community Workforce Agreement and Pre-Job Package
2. General Contractor Inclusion Plan
3. Subcontractor Inclusion Plan
4. WMBE Implementation Plan
5. Social Equity Plan
6. Sample Social Equity Monthly Report

7. Craft Request Form (SCWA dispatch form)
8. Equal Benefits Form
9. Dual Benefit Reimbursement Form
10. Acceptable Worksite Poster
11. Statement of Intent to Pay Prevailing Wages
12. Affidavit of Wages Paid