RESOLUTION 2013-II

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AWARD A CONTRACT FOR CONSTRUCTION SERVICES TO CTK CONSTRUCTION, RELATED TO THE BUILDING OF A COMMUNITY CENTER STORAGE FACILITY

WHEREAS, the Council of the Town of Eatonville received a grant from Community Development Block Grant Program, for the construction of a storage facility at the Eatonville Community Center;

WHEREAS, the Town requested bids to construct a 24x20 storage facility in accordance with public bidding laws, and on August 12, 2013, opened the following bids:

NAME	AMOUNT (NOT INCLUDING SALES TAX)
CTK Construction	$51,419.75
Harlow Construction	$59,021.30

WHEREAS, CTK Construction, of Puyallup, Washington, has submitted the lowest responsive bid and appears qualified to perform the work;

THEREFORE, BE IT RESOLVED by the Council of the Town of Eatonville as follows:

Section 1. CTK Construction is awarded the bid for the construction of the Community Center Storage Facility in the amount of $47,655, plus applicable Washington State sales tax at 7.9% of $3,764.75 for a total contract price of $51,419.75.

Passed by the Council of the Town of Eatonville at a regular meeting this 26th day of August 2013.

_____
Raymond Harper, Mayor

ATTEST:

_____
Kathy Linnemeyer, Town Clerk

APPROVED AS TO FORM:

_____
Gregory A. Jacoby, Town Attorney

TOWN OF EATONVILLE
REQUEST FOR QUOTATION

QUOTATION NO. 2013-002
OPENING 2:00 P.M.
August 12, 2013

PLEASE QUOTE ON THE FOLLOWING:

Pursuant to Town of Eatonville Resolution 2013-AA, the following project will be accomplished as a **SMALL WORKS PROJECT** (RCW 39.04.155) and will be subject to State and federal prevailing wage laws and labor standards. **All quotations *must be* submitted on this form.** ***This is not an order.*** **Please read all information on the instruction page before preparing quotation.**

PROJECT: Community Center Storage Facility

Work shall be completed within **30** calendar days after receipt of Notice to Proceed.

All responses to quotations must be received by **the Town of Eatonville Town Administrator** no later than 2:00 p.m. on **AUGUST 12, 2013**.

Bidding or Procurement related questions regarding this project may be addressed to Doug Beagle, Town Administrator at (360) 832-3361, ext. 105

Doug Beagle
Town Administrator/Public Works Director

DO NOT SEND BY FAX. QUOTATIONS SUBMITTED VIA FAX WILL NOT BE ACCEPTED.

To return quotation, place in an envelope with the following information on the outside of the envelope.

TOWN ADMNISTRATOR
Town of Eatonville
201 Center West Street
P O Box 309
Eatonville, WA 98328

QUOTATION
#2013-002
Opening at 2:00 p.m.
AUGUST 12, 2013

QUOTATION SUBMITTED BY:

CTK Construction
Company Name
14817 105th Ave. Ct. E.
Street Address
Puyallup WA 98374
City State Zip
253-435-7550
Phone #

QUOTATION INDEX

Community Center Storage Facility

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WRITTEN QUOTATION INSTRUCTION PAGES
PUBLIC WORKS – SMALL WORKS

The TOWN OF EATONVILLE reserves the right to cancel this request or reject any and all quotations received or to waive any informalities and irregularities if in the best interest of the Town. For purposes herein, "Town," "Owner," and "Contracting Agency" shall mean "Town of Eatonville."

RCW 39.04.155, as amended, and RCW 35.23.352, as amended, outlines the requirements for obtaining written quotations for small works, which are defined by state law as projects costing less than $300,000. THEREFORE, in the event you receive a REQUEST FOR QUOTATION and find that the total amount (including sales tax) will exceed the $300,000 amount, **DO NOT SUBMIT A QUOTATION**. Please note on the quotation form "Quotation will exceed $300,000", and return to the Town of Eatonville's Town Administrator. If no contractor can provide the product or service for less than $300,000, a formal bid will be prepared and processed in accordance with established policies and state law.

All contractors doing business within the TOWN OF EATONVILLE are required to have (or obtain) a TOWN OF EATONVILLE business license. The Town participates in a joint licensing program with the State of Washington Department of Licensing (DOL), Master Licensing Services (MLS). This combined licensing system allows the business owner to meet the local and state requirements with one transaction. For information, call (360) 832-3361, ext. 102.

The TOWN OF EATONVILLE is seeking written quotations from qualified, licensed and bonded contractors to perform specific categories of work.

A complete Specification packet is available at the cost of the bidder at Town of Eatonville, 201 Center Street West, Eatonville, WA 98328. This project is federally funded with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development, CFDA number 14.218, Grant number B-12-UC-53-0002, and is subject to Title 24 CFR 570 and the U.S. Code of Federal Regulations as applicable. This project is subject to Prevailing Wages and Labor Standards as described in the Prevailing Wage section of this packet. Minority and/or Women Owned Businesses and Section 3 Contractors are encouraged to submit bids. Bidders 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 bidders are encouraged to consider minority and women owned businesses as potential subcontractors and material suppliers for this project.

Quotations will be opened by the Town Administrator at Town Hall, 201 Center Street West, Eatonville, Washington, 98328. Contractors are welcome to attend. Quotations are to be submitted to the Town Administrator on the forms provided for this purpose. Quotations delivered to locations other than as indicated above or received after the designated time will not be accepted.

The quotation will be awarded to the lowest responsible bidder whose quotation is responsive conforming to the solicitation.

1. The awarded contractor will be required to meet the following requirements:

   a) Prevailing Wage
   If awarded the project, the contractor and each subcontractor shall complete or have on file, with the Town, a current "Statement of Intent to Pay Prevailing Wages" before payment will be made for work performed. An "Affidavit of Wages Paid" shall be required at the end of each project. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at http://www.lni.wa.gov/prevailingwage/.

   The Contractor will be required to submit weekly Certified Payrolls to the Town Administrator/Public Works Director upon request. The Contractor is required to keep Certified Payrolls on file for a minimum of three years.

   b) Performance and Payment bond/Retainage
   This shall be executed by the successful bidder and a surety company, licensed to do business the State of Washington, on the required Town of Eatonville form within ten (10) days after the award date.

   Contractor may, in lieu of executing a bond, elect to have reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 50 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and RCW Ch. 60.28. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved.

   Payment of the retained percentage shall be withheld for a period of 45 days following the final completion and acceptance of all Contract work by the Town, and shall be paid the Contractor at the expiration of 60 days per chapter 39.12 RCW, subject to any claims filed by law & receipt of the submission of all required payrolls and affidavits, and releases or certificates have been obtained from the Department of Labor & Industries Employment Security Office and from the Department of Revenue.

   c) Industrial Insurance
   The Contractor, and any subcontractors that may perform work on this project, are required to have their Labor & Industries Industrial Insurance Premiums current. The Town reserves the right to withhold final payment if the contractor fails to provide proof of a current Industrial Insurance account for themselves and/or their subcontractors.

2. The Town will not be responsible for any errors in proposals. Bidders will not be allowed to alter proposals after the submittal deadline.

3. Quotation Award: Receipt of an official award letter from the Public Works Director/Town Administrator, issued after proper authorization from the Town Council, will evidence the acceptance of a quotation. No other act of the Town shall constitute acceptance of a quotation.

4. No bidder may withdraw his/her bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five (45) days. If it is determined to be in the best interest of the Town, the Town reserves the right to request an extension of bid prices during the review process.

5. The Town will not be responsible for any errors in proposals. Bidders will not be allowed to alter proposals after the submittal deadline.

Evidence of Insurance Coverage

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.

General Contract Requirements

1. COMPLIANCE WITH LOCAL AND FEDERAL REGULATIONS

Funding for this project is provided through PIERCE COUNTY, through its Department of Community Connections, Community Development Division to **the Town of Eatonville,** for the project identified as **the Storage Building for Food Bank** which is a federally funded project through the Community Development Block Grant ("CDBG") B-12-UC-53-0002 from the U.S. Department of Housing and Urban Development, CFDA number 14.218. The Town of Eatonville is the Subrecipient of these funds.

The Subrecipient and its consultants and contractors shall comply with the following federal laws and regulations, whenever and wherever they are applicable. The Subrecipient and its consultants and contractors shall timely obtain all permits and approvals necessary to lawfully implement the project; HOWEVER, this section shall not be construed to shift responsibility to obtain such permits between the Subrecipient, consultant, and contractor, which is outlined the Standard Specifications, which are incorporated herein by reference. The Subrecipients 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. Pierce County Ordinance No. 2009-74s, as codified in PCC 2.106, 3.08, and 3.20 requiring those who contract with the County, and consultants and subcontractors of those who contract with the County, to participate in the E-Verify program.
2. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to nondiscrimination in performance of the project and to the benefits deriving from it as implemented by HUD regulation 24 CFR 570.601 (a).
3. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, relating to nondiscrimination in housing as implemented by HUD regulation 24 CFR 570.601 (b).
4. Executive Order 11063 relating to non-discrimination in housing as amended by Executive Order 12259 and as implemented by HUD regulation 24 CFR 570.601 (c).
5. Section 109 of the Housing and Community Development Act of 1974 as amended, dealing with non-discrimination in program benefits because of race, religion, color, age, national origin, sex or disability as implemented by HUD regulation 24 CFR 570.602.
6. The construction labor standards and wage rates set forth in section 110 of the Housing and Community Development Act of 1974 as amended and as implemented by HUD regulation 24 CFR 570.603.
7. The Davis-Bacon Act (DBA) and Related Acts or HUD-assisted (DBRA) (40 U.S.C. 276a-276a-5) provides that contracts to which federal funding is applied for the construction, alteration, and/or repair, including painting and decorating, or of public buildings or public works, which involve the employment of laborers and/or mechanics, shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions.
8. 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.
9. Executive Order 11246 dealing with non-discrimination in employment as amended by Executive Orders 11375 and 12086 and as implemented by HUD regulation 24 CFR 570.607 (a).

During the performance of this Agreement, the Subrecipient and/or Contractor and Subcontractors agrees as follows:

a) The Subrecipient and/or Contractor and Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient and/or Contractor and Subcontractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates

of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient and/or Contractor and Subcontractors agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b) The Subrecipient and/or Contractor and Subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient and/or Contractor and Subcontractors, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c) The Subrecipient and/or Contractor and Subcontractors will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's and/or Contractor's and Subcontractors' 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.

d) The Subrecipient and/or Contractor and Subcontractors will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Subrecipient and/or Contractor and Subcontractors will furnish all information and reports, required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for the purpose of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

contracting agency, the Subrecipient and/or Contractor and Subcontractors may request the United States to enter into such litigation to protect the interest of the United States.

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

a) 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.

b) 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.

c) The Subrecipient and/or Contractor and Subcontractors agrees to send to each labor organization or representative of workers with which the Subrecipient and/or Contractor and Subcontractors has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's and/or Contractor's and Subcontractors' 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.

d) The Subrecipient and/or Contractor and Subcontractors agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provide in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient and/or Contractor and Subcontractors will not subcontract with any subcontractor where the Subrecipient and/or Contractor and Subcontractors has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e) The Subrecipient and/or Contractor and Subcontractors will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient and/or Contractor and Subcontractors is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's and/or Contractors' and Subcontractor's obligations under 24 CFR part 135.

f) 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.

g) 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)

11. 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.

12. 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.

13. The Lead Based Paint Poisoning Prevention Act (43.US.C. 4801 et seq.) as implemented by HUD regulation 24 CFR 570.608.

14. The regulations, policies, guidelines and uniform administrative requirements of OMB Circulars A-21, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds as implemented by HUD regulation 24 CFR 570.610.

15. The National Environmental Policy Act of 1969 and other statutory environmental requirements as implemented by HUD regulation 24 CFR 570.604.

16. Executive Orders 11625, 12138 and 12432, and Public Law 98-507, dealing with the use of minority and women owned business enterprises as implemented by HUD regulation 24 CFR 85.36(e).

17. The provisions of the Hatch Act limiting political activities of government employees.

18. Executive Order 1288 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. Any construction performed as a part of this agreement is considered a public work and subject to the Prevailing Wages on Public Works Act (Chapter 39.12 RCW). The Director of the Department of Labor & Industries shall arbitrate all disputes of the prevailing rate of wage under State law as applicable. Construction must be publicly bid and bid specifications must include:

a) A provision stating the required prevailing rates of pay and stipulate that workers shall receive no less than the prevailing rate of wage. Those bid and contract documents must also contain:

(1) a list of the applicable prevailing wage rates, or

(2) the URL to the Department of Labor & Industries prevailing wage rates pages (http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp), and

i. Identify the exact wage publication date to use (e.g., "Use October 14, 2010 rates.");

ii. State that the county in which the public works project is located is Pierce County;

iii. Specify that a copy of the applicable wage rates is available for viewing in your office; and,

iv. Explain that your agency will mail a hard copy of the applicable wage rates upon request.

Whether you use method (i) or (ii) above, be sure to retain a printed version of the rates as part of your records.

b) A provision stating that for projects where both the state prevailing wage law and the federal Davis-Bacon and related Acts apply, contractors and subcontractors must pay the higher of the state or federal wage rates, on a classification-by-classification basis.

23. Verify that the any contractors or subcontractors are not listed on the *Department of Labor and Industries Prevailing Wage Section Contractors Not Allowed to Bid on Public Works Projects* list prior to award of any contracts or subcontracts.

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

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Minority/Women Business Enterprise Goals

SUMMARY

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

Pierce County encourages a "good faith effort" to utilize minority business enterprises (MBE's) and women owned business enterprises (WBE's) certified by the State Office of Minority and Women's Business Enterprise (OMWBE) to counter the effects of past and present discrimination in the contracting industry and to prevent the County from becoming a passive participant in the perpetuation of racial and sexual discrimination.

NOTE: Federally funded projects are not subject to Initiative I-200. Further, the program provides that the County's contractors, subcontractors and suppliers shall not unlawfully discriminate against their employees or applicants for employment on the basis of race, creed, color, sex, sexual orientation, age, disability, veteran status, marital status, national origin, the presence of any sensory, mental or physical disability. It requires that construction contractors and their subcontractors comply with certain federal contracting and labor standards laws and practices as noted in the agreement for the federally funded project. The program also provides that all parties doing business with the County shall be encouraged to utilize local businesses and Pierce County residents where qualifications and cost effectiveness are deemed competitive.

Consistent with that policy and program, Pierce County has provided guidance for assistance to certified women and minority owned businesses, and for implementing equal employment opportunities, HUD Section 3 requirements and labor standards which are contained in the following attachments. This guidance does not replace the Contractor's and/or Subcontractor's obligations under county, state and/or federal regulations.

PIERCE COUNTY BUSINESS AND EMPLOYEES

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

EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Contractors and subcontractors shall comply with the EEO and training specifications and requirements in federal, state and local requirements pertaining to the utilization of minorities and women as employees and trainees on this capital facilities project. In addition, the bidder (prime contractor) and its subcontractors and suppliers shall not unlawfully discriminate against

any employee, or applicant for employment on the basis of race, creed, color, sex, sexual orientation, age, disability, veteran status, marital status, national origin, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a disabled person.

GOALS

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

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

The State of Washington has established the following Minority and Women Business Enterprise (MWBE) goals. These goals are voluntary, but achievement of the goals is encouraged. No preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as a condition ofor receiving an award or completion of the contract work, and bids/proposals will not be rejected or considered non-responsive on that basis. Bidders may contact the State Office of Minority and Women Enterprises at 1-866-208-1064.

Class of contract	MBE%	WBE%
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:

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

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

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

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

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

D. Requirements

1. All work to be performed is subject to Section 3 requirements of the Housing and Urban Development Act of 1968, as amended, 12 (USC 1701u(Section 3). The purpose of Section 3 is to ensure employment and other economic opportunities generated by HUD assisted projects covered by Section 3, shall, to the greatest extent possible be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
2. All parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 135, which implements Section 3. As evidenced by their execution of this contract, all parties to this contract certify that they have no contractual or other impediment that would prevent them from complying with Section 3 requirements.
3. The Contractor agrees to send each labor union or representative of workers with which the contractor has a collective bargaining agreement, if any, a notice advising of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site for both employees and applicants for training and employment positions. The notice shall describe the Section 3 preference, shall set forth a minimum number and job titles subject to new hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications; and the anticipated date when work will begin.
4. The Contractor agrees to include this Section 3 clause in every subcontract, and agrees to take appropriate action upon finding that a subcontractor is in violation of Section 3 requirements. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 requirements.
5. By signing this contract, the Contractor certifies that any vacant employment positions, including training positions that are filled after the Contract is awarded but before the contract is executed were not filled to circumvent the Contractor's obligations under Section 3 requirements.
6. Noncompliance with HUD's Section 3 requirements as fully set forth in 24 CFR, Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. Copies of 24 CFR, Part 135 may be obtained from Pierce County Community Connections Department.
8. The Bidder/Contractor for this contract has formulated a Section 3 Plan. The Plan is included as an Attachment to this contract. Contracting Agency shall provide to the Pierce County Community Connections Department regular status reports throughout the contract period as agreed upon with Pierce County. For any goal not met, the report shall identify the impediments encountered, and the Contractor's actual and future actions to overcome such impediments. The report shall also identify any other economic opportunities which the Contractor has taken or intends to take.

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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PROJECT SPECIFICATION/PROPOSAL
SCOPE OF WORK

This contract calls for the construction of a 24 x 20 storage facility per the attached plans. Contractor shall perform such work under the terms and conditions set forth in the Small Works Contract/Public Improvements or Building Maintenance, and the Standard Specifications (refer specifically to paragraphs 2 & 17 of the Small Works Contract/Public Improvements or Building Maintenance), the terms of which are incorporated herein by reference.

All work shall be inspected to ensure compliance with all relevant codes, including but not limited to building and electrical codes. Contractor shall also haul away all debris and leave the location in a neat and tidy condition that permits immediate occupancy for its purpose.

The work under the contract shall be fully completed within **30** calendar days.

NOTE:
- Show prices in legible figures (not words) written in ink or typed.
- Where conflict occurs unit price shall prevail.
- Your bid will be considered irregular and will be rejected if:
  - The unit price is left blank and a price per unit cannot be determined by equally dividing into the total price so as to result in a whole number.
- Your bid shall be considered *non-responsive* and therefore, void if:
  - Figures are illegible
  - Minimum bid requirements are not met (when applicable)

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1.	1 LS	Mobilization/Demobilization	Lump Sum	$ 1,200
2.	1 LS	24 x 20 Storage Facility	Lump Sum	$46,455
			Subtotal	$ 47,655
			Washington State Sales Tax 7.9%	$ 3,764.75
			Grand Total	$51,419.75

The following Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgement
1. 1	August 7, 2013	
2. 2	August 7, 2013	
3.		

NOTE: **Failure to acknowledge receipt of Addenda will render the quotation non-responsive and therefore void. If no addenda, please mark "none".**

The undersigned hereby certifies under penalty of perjury under the laws of the State of Washington that that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The undersigned declares that before preparing their quote, they read carefully the specifications and requirements for bidders and that their quote is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said quote is as stated on these pages. **By signing this page of the quotation, the Contractor acknowledges and agrees to all terms and conditions of each of the Contract Documents.**

Authorized Official (Signature)	August 12, 2013 / Puyallup, WA Date & City/State where signed
Christian Menard Print Name of Authorized Official	owner / operator Title of Authorized Official
CTK Construction Company Name	253-435-7550 Telephone Number
14817 105th Ave. Ct. E. Address	Puyallup, WA 98374 City, State, Zip
CTKCOC* 921C9 State Contractors License Number	602-799-838 Unified Business Identifier Number (UBI)

READ NOTES ON FOLLOWING PAGE