
APPRENTICESHIP TRAINING PROGRAM POLICY

Policy No.: 200.014	Resolution No.: RR51-05	Date Approved: 7/18/05	Supersedes the following Resolutions & Policies:
Date procedures adopted by the Executive Director:		Procedure revision date:	Procedures approved by the Executive Director:

POLICY: (Approved by the Board of Park Commissioners.)

Purpose: The Metropolitan Park District of Tacoma (Metro Parks Tacoma) is accountable to its citizens for its use of public dollars. The limited financial resources of Metro Parks Tacoma must be wisely used to ensure adequate funding to support the services, public facilities, and infrastructure necessary to meet the community's present and future needs.

This *Apprenticeship Training Program Policy* establishes the rules and regulations for the Apprenticeship Training Program. The purpose of an Apprenticeship Training Program is to counteract economic and social ills which accompany high rates of unemployment within Metro Parks Tacoma ("MPT"). The primary goal of this Program is to provide an opportunity for workers to enter Apprenticeship Programs, acquire skills, and perform work that will provide living wages. The purpose of these rules is to establish policies governing the implementation of the Apprenticeship Training Program.

Policy Requirements:
Section I.

DEFINITIONS

- A. As used herein, the following terms shall have the following meaning:
- B. "Apprentice" shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010, as that statute may now exist or hereafter be amended.
- C. "Building Project" shall mean all Public Works or Improvements having an Estimated Cost greater than \$250,000, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code). Metro Parks Tacoma shall have sole discretion in determining which Public Works or Improvements shall be considered to be "Building Projects."
- D. "Metro Parks Tacoma" shall mean all divisions and departments of Metro Parks Tacoma, and all affiliated agencies.
- E. "Civil Projects" shall mean all Public Works or Improvements that are not defined as a "Building Project," provided that those projects having an Estimated Cost of less than \$250,000 shall not be included in this definition. Metro Parks Tacoma shall have sole discretion in determining which Public Works or Improvements shall be considered to be "Civil Projects."
- F. "Contractor or Service Provider" means a person, corporation, partnership, or joint venture entering into a contract with Metro Parks Tacoma to construct a Public Work or Improvement.
- G. "Director" shall mean the Chief Financial Officer, or the Director's Designee.
- H. "Emergency" shall mean unforeseen circumstances beyond the control of Metro Parks Tacoma, and that the Executive Director determine that either: (a) a present,

real, and immediate threat to the proper performance of essential functions; or (b) likelihood that incident project will result in material loss, damage to property, bodily injury, or loss of life if immediate action is not taken.

- I. "Estimated Cost" shall mean the anticipated cost of a Public Work or Improvement, as determined by Metro Parks Tacoma, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds. The Estimated Cost shall be determined by the Project Manager and/or Architect/Engineer.
- J. "Estimated Labor Hours" shall mean the anticipated number of Labor Hours determined by Metro Parks Tacoma to be necessary to construct a Public Work or Improvement. The Estimated Labor Hours shall be determined by the Project Manager, in consultation with the Metro Parks Tacoma's Apprenticeship Training Program Coordinator, using methods generally recognized in the construction industry to estimate Labor Hours. The Estimated Labor Hours shall be included in the project specifications, and published with the call for bids.
- K. "Existing Employee" shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.
- L. "Labor Hours" shall be computed at the completion of a Public Work or Improvement, and shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term "Labor Hours" shall include hours performed by workers employed by the Contractor and all Subcontractors, and shall include additional hours worked as a result of change orders. The term "Labor Hours" shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act 40 U.S.C. 276 (a), nor shall the term include any hours worked by Apprentices.
- M. "Program" shall mean Metro Parks Tacoma's local Apprenticeship Training Program, as described in these regulations.
- N. "Project Manager" shall mean the Metro Parks Tacoma employee who directly supervises the administration of a particular construction project subject to these regulations. The Project Manager shall be the same as the Project Manager identified in the bid documents.
- O. "Public Work or Improvement" shall have the same meaning as provided in RCW 39.04.010, as that Section may now exist or hereafter be amended, which currently provides that a Public Work or Improvement is defined as "...all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein."
- P. "Service Contract" shall mean all Metro Parks Tacoma contracts relating to a Public Work or Improvement which utilizes labor at a Metro Parks Tacoma site and which are not within the exceptions to nor defined as "Building Projects" or "Civil Projects."
- Q. "Subcontractor" shall mean a person, corporation, partnership, or joint venture that has been sublet a portion of the work to construct a Public Work or Improvement.

Section II.

GENERAL

- A. Scope of Regulations. The Prime Contractor or Service Provider performing under an agreement relating to a Building Project, Civil Project, and/or Service Contract for Metro Parks Tacoma shall participate in the Apprenticeship Training Program. For Service Contracts, the Apprenticeship Training Program Coordinator and the Project Manager, by mutual agreement and on a case-by-case basis, will determine if participation in the Apprenticeship Training Program is reasonable in advance of advertising or soliciting bids for the work. These Regulations shall be incorporated

into all Public Works or Improvement contract specifications of Metro Parks Tacoma that meet the requirements defined herein. Expert and/or professional Service agreements, such as agreements for architectural and engineering services or agreements for services performed by a person employed in a professional capacity as defined by WAC 296-128-530, are excluded from these regulations.

- B. Contract Amendments and Change orders. Apprenticeship Training Program utilization goals may be adjusted prior to bid opening and/or as a result of any contract amendment or change order on a Building Project, Civil Project or Service Contract. Apprenticeship Training Program utilization goal adjustments shall be made pursuant to Section III, below.
- C. Apprenticeship Training Program Utilization Plan. The Prime Contractor shall submit an Apprenticeship Training Program Utilization Plan at the Pre-Construction meeting that conforms with the provisions of these Regulations. Should the Prime Contractor fail to timely submit an Apprenticeship Training Program Utilization Plan, the Project Manager may withhold remittance of a progress payment pending the Prime Contractor's submission of an Apprenticeship Training Program Utilization Plan. The Project Manager shall consult with the Apprenticeship Training Program Coordinator when withholding of a progress payment is being considered. Metro Parks Tacoma shall respond in writing within 15 days from the start date indicated in the Metro Parks Tacoma's Notice to Proceed letter, or within 15 days from submission of an Apprenticeship Training Program Utilization Plan if not submitted at the Pre-Construction meeting, either approving or disapproving the Apprenticeship Training Program Utilization Plan submitted by the Prime Contractor. Any failure by Metro Parks Tacoma to respond within such time shall be deemed to be an approval of the Prime Contractor's Utilization Plan, provided that the Prime Contractor has provided the Prime Contractor's FAX number to Metro Parks Tacoma along with the Prime Contractor's Apprenticeship Training Program Utilization Plan. Utilization Plans shall be substantially in the form of the attached Exhibit "A."
- D. Subcontractor Notification. Prime Contractors shall notify all Subcontractors of the Apprenticeship Training Program requirements and these Regulations.
- E. Effect of Regulations -Subcontractor Relationship. These Regulations shall not be construed as modifying or interfering with any relationship between any Prime Contractor and Subcontractor. Specifically, these Regulations shall not grant Metro Parks Tacoma any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by Metro Parks Tacoma in an underlying contract.

Section III. PROGRAM REQUIREMENTS

- A. General Requirements.
 - i. Apprenticeship Training Program Utilization Goal. All Prime Contractors constructing Civil Projects or Building Projects shall ensure that the lesser of at least 15 percent of the total Labor Hours actually worked on the Project, or 15 percent of the Estimated Labor Hours, are performed by Apprentices. The Contractor shall be responsible for meeting the Apprenticeship Training Program Utilization Goal requirements of the contract, including overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor shall attempt to recruit Apprentices from multiple trades or crafts. Compliance may be met through any combination of the following methods set forth in subsection (a) or (b) immediately below. Prime Contractors may select which subsection, (a) or (b), that a worker's hours shall be considered under, provided that a worker's hours may not be placed into both subsections so as to count twice towards the Apprenticeship Training Program Utilization Goal.
 - ii. Apprenticeship Training Program Contributions. Contracts for the construction of Building Projects or Civil Projects shall provide that Contractors making a good faith effort to meet the Apprenticeship Training Program Utilization Goals, but unable to meet such goals, shall contribute \$1.50 for each Apprenticeship

Training Program hour that is not achieved; such moneys shall be deposited into a separate account by the Director and utilized to support and cover operational costs of Metro Parks Tacoma's Apprenticeship Training Program. Contractors cannot rely solely upon the payment of the Apprenticeship Training Program contribution for purposes of satisfying the Apprenticeship Training Program Utilization Goals, but must make a good faith effort to recruit Apprentices. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section III.A.iii.c and Section III.A.iv-v. Apprenticeship Training Program contributions shall be made prior to completion of the project.

- iii. Apprenticeship Training Program Goal Adjustments.
 - a. Prior to Bid Opening: Apprenticeship Training Program Utilization Goals may be adjusted prior to bid opening as set forth in the bid, the Request For Proposal Advertisement and Specification Documents, or by an addendum timely provided to prospective bidders provided that such adjustment shall be based upon a finding by Metro Parks Tacoma that the reasonable and necessary requirements of the contract render Apprenticeship Training Program Utilization Goals unfeasible at the required levels. Contractors are encouraged to contact Metro Parks Tacoma to comment upon Apprenticeship Training Program Goals viewed by the Contractor as being infeasible.
 - b. Contract Amendments and Change Orders: Apprenticeship Training Program Utilization Goals may be adjusted as a result of a contract amendment not arising from a force account situation. Any Apprenticeship Training Program Utilization Goal adjustment shall be included in a negotiated change order. Any change in Utilization Goals shall be determined after consultation by the Project Manager with the Apprenticeship Training Program Coordinator.
 - c. Apprenticeship Training Program Utilization Goals shall not apply to those portions of a project that are funded by sources other than (a) Metro Parks Tacoma funds, or (b) funds which Metro Parks Tacoma expends or administers in accordance with the terms of a grant to Metro Parks Tacoma, provided that the Project Manager notifies the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be Metro Parks Tacoma funds.
 - iv. Emergency. The Apprenticeship Training Program shall not apply in the event of an Emergency. For the purposes of this Section, an "Emergency" means unforeseen circumstances beyond the control of Metro Parks Tacoma, and the Executive Director determines that either: (a) a present, real, and immediate threat to the proper performance of essential functions exist; or (b) the likelihood that an incident will result in material loss, damage to property, bodily injury, or loss of life if immediate action is not taken.
 - v. Conflict with State or Federal requirements. Administrative Rules and Regulations adopted under this Resolution shall meet federal and state requirements which are a necessary condition to the receipt of Federal or State funds by Metro Parks Tacoma.
- B. Good Faith Efforts Defined.
- i. Recruitment of Apprentices. Prime Contractors shall make a Good Faith Effort to recruit and hire Apprentices as necessary for all Public Works and Improvements subject to this Chapter. Prime Contractors that are unable meet the Metro Parks Tacoma's 15 percent Apprenticeship Training Program Utilization Goals must demonstrate that they have made Good Faith Efforts to do so.
 - ii. Actions Constituting Good Faith Efforts. Good Faith Efforts shall provide for consideration of the following factors:
 - a. The Contractor's actions and procedures showing its recruitment and hiring of Apprentices from Labor Unions and/or WorkSource Pierce.

- b. The Contractor's actions and procedures showing its recruitment and hiring from employment and training resources that are referred by the Apprenticeship Training Program Coordinator. The Contractor's actions and procedures showing its recruitment and hiring from other employment and training organizations known to the Contractor.
 - iii. Discharge of Existing Employees. It is not the intent of these Regulations that Contractors shall be required to discharge existing employees to demonstrate compliance with Good Faith Efforts.
 - iv. Documentation of Good Faith Efforts. Prime Contractors shall be responsible for keeping proper records of its Good Faith Efforts to hire Apprentices. Documentation of Good Faith Efforts may include records of, but is not limited to, proof of an outreach and recruitment plan that identifies procedures, methods, and programs for the identification, positive recruitment, training, and motivation of present and potential Apprentices. The documentation shall include:
 - Who was contacted
 - When the contacts were made
 - Where the contacts occurred
 - How the contacts were made
 - The content of each contact
 - v. Notice of Deficiencies. Prime Contractors who have been deficient in complying with Good Faith Efforts as per Section III.B.i-iii., will be sent a Notice of Deficiency informing the Contractor of such deficiencies. The Notice of Deficiency will specify the area(s) of non-compliance with Good Faith Efforts as identified by Metro Parks Tacoma. The notice will be sent to the Prime Contractor upon completion of the project but before final retainage has been released.
 - vi. Compliance Reviews. The Apprenticeship Training Program Coordinator shall conduct annual compliance reviews of those Contractor's who have been sent Notices of Deficiencies pursuant to Section III.B.iv and, any other complaints deemed important that are brought to the attention of the Apprenticeship Training Program Coordinator concerning conduct or actions of Contractors which are not in compliance with these rules.
- C. Contractors Failing to Make a Good Faith Effort.
 - i. Contractors failing to make a Good Faith Effort in accordance with Section III.B., to recruit Apprentices in accordance with this Section may be assessed liquidated damages in accordance with the contract documents. Contractors that fail to show Good Faith in complying with Metro Parks Tacoma's Apprenticeship Training Program Utilization Goals on more than one occasion may be deemed to be non responsive and debarred from bidding on Metro Parks Tacoma projects.

Section IV. REQUIRED REPORTS

- A. Submittals. The Prime Contractor must submit the following reports on a monthly basis to the Apprenticeship Training Program Office:
 - i. Copies of Certified Payrolls (including Intents and Affidavit of Wages Paid). Copies of Certified Payrolls shall be submitted within five working days of the end of each monthly payroll period commencing after the Pre-Construction meeting. Failure to submit said forms may result in the withholding of a progress payment until received.
 - ii. Apprenticeship Training Program Utilization Form. The Apprenticeship Training Program Utilization Form covered under these Regulations shall initially be submitted at the Pre-Construction meeting. Failure to submit said form may result in the withholding of a progress payment until received.
 - a. Contents. The combination of these reports will show the total working hours and wages of each employee used in the Apprenticeship Training Program goals. All reports must be signed by an authorized officer of the company.

Section V.

MONITORING OF PERFORMANCE

- A. Contract Compliance Review. The Apprenticeship Training Program Coordinator shall review Prime Contractor and all Subcontractor employment practices for the duration of the contract for compliance with Apprenticeship Training Program requirements. On-site visits may be conducted, as necessary, to verify compliance with the requirements of the Apprenticeship Training Program. The Prime Contractor and/or Subcontractor(s) shall not deny to Metro Parks Tacoma the right to interview its employees.
- B. Qualification of Apprentices. Apprentices qualifying at the start date of contract, as indicated by the Notice to Proceed letter issued by Metro Parks Tacoma, will be construed to be available for use in meeting the Apprenticeship Training Program Goals for the duration of the contract.
- C. Making Any Material Misrepresentation. The Making of any Material Misrepresentation may disqualify the defaulting Prime Contractor or Subcontractor(s) from eligibility for other Metro Parks Tacoma contracts. Instances of intentional falsification of documents shall be referred to the Pierce County Prosecutor for possible criminal charges.

General Directions for completing Prime Contractor Apprenticeship Training Program Utilization Plan

Part A

Contractor/Contract Information Section: The Prime Contractor is responsible for completing this section. Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.

Part B

Planned Apprenticeship Hours Section: This section should be completed by the Prime Contractor. The information required in Part B is described below.

Trade or Craft: Indicate the Trade or Craft being used.

Apprentices: Indicate the number of hours that will be utilized by the Prime Contractor and all Sub Contractors combined for each craft.

Totals: Total the number of hours in the columns.

Total Planned Apprenticeship Hours: This is the total number of hours that are planned to be used on this project to fulfill the Apprenticeship Training Program Utilization Goal.

Part C

Description of how the Contractor plans to ensure fulfillment of the Apprenticeship Training Program Utilization Goal Section: This section is to be completed by the Prime Contractor. Please describe how you plan to fulfill the Apprenticeship Training program Utilization Goal on this project. Provide a summary of your outreach and recruitment procedures to hire Apprentices to work on this project.

6/22/2005