

## WORKFORCE TRAINING AND HIRING PROGRAM Specifications

### I. PURPOSE

#### A. General Program Description

The County has specified that the [COUNTY DEPARTMENT OR STAFFER] will ensure apprenticeship opportunities in the construction trades and will promote construction employment opportunities apprentices and their families. This objective includes a) ensuring that the County does business with contractors whose workforce reflects the needs for future careers in the construction industry, and b) that their contracting dollars provide fair and equal opportunities to the County's apprentices and their families.

To implement this objective, the County has developed the Workforce Training & Hiring Program ("Workforce Program"). The Workforce Program applies to all projects estimated at \$200,000 or more and to each subcontractor having a subcontract of \$100,000 or more on the project. The Contractor and all subcontractors are encouraged to fulfill the program requirements even if their contracts are less than these amounts.

For purposes of the Workforce Program specifications, the following definitions shall apply:

"Contract" shall mean the contract awarded as a result of these bid specifications.

"Contractor" shall mean the Prime Contractor to whom a Contract is awarded, and any subcontractors with subcontracts of \$100,000 or more.

"Owner" shall mean the government agency that awarded the Contract, or leveraged public involvement in the project through a loan or development agreement.

"Project" shall include all work performed pursuant to the Contract.

#### B. Organization of Program Requirements

The Workforce Program specifications are divided into several parts.

Section II - refers to the action the Prime must take in order to be eligible for award of a contract.

Section III - lists the actions that must be taken by the Prime to meet contractual obligations.

Section IV - refers to remedies available to the Owner if a Prime fails to meet the requirements of the Workforce Program specifications.

Section V - refers to the Owner's ability to monitor compliance with the Workforce Program specification by examination of Prime and subcontractor records.

### II. ACTIONS REQUIRED PRIOR TO BEGINNING THE PROJECT

The Prime shall thoroughly read this Workforce Program specification and commit to perform all requirements described herein. The Prime shall submit, before work begins, a Workforce Plan, which demonstrates how the workforce on this project will fulfill all program requirements, including utilization of apprentices and targeted workforce goals.

### III. ACTIONS REQUIRED TO SATISFY CONTRACTUAL OBLIGATIONS

#### A. Ensure Compliance by Certain Subcontractors

1. The Prime shall ensure that each subcontractor having a subcontract of \$100,000 or more, at any tier, shall comply with all of the provisions of the Workforce Program specifications. Contractors shall include in their price all costs associated with this requirement. No change order will be executed in order for the Prime to comply with the Workforce Program specifications.
2. The Prime shall provide a copy of this Workforce Program specification to all subcontractors with contracts of \$100,000 or more executed for the project.

#### B. Register as a Training Agent

The Prime shall register with the Oregon Bureau of Labor and Industries (BOLI) as a Training Agent and ensure that all subcontractors who have contracts in the amount of \$100,000 or more are registered as Training Agents. Registration as a Training Agent in a specific trade is not required if there are no training opportunities in that trade on the project, based on the maximum ratio allowed by BOLI.

1. Training programs approved by and registered with BOLI must be used to fulfill training requirements under the Workforce Program specifications.
2. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flag person, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts, which are not apprenticeable occupations are exempt from the training requirements.
3. Exemptions to the training requirements must be approved by the Owner in writing prior to starting work on the project. Written requests for exemptions related to the training requirements will be considered by the Owner only for extreme circumstances during the course of the project, and must be approved in writing. All requests to exempt all or any portion of the work on a project shall be submitted to the Owner 14 calendar days before any work on the project begins. All exemptions must be approved by the [STAFF MEMBER]. Please note: Procedures for granting exemptions are subject to change. For the most recent updates, please visit [INSERT COUNTY WEBPAGE].

#### C. Submit Documentation

The Prime shall submit documentation regarding the following subjects to the Owner. The Owner's failure to object to documentation submitted by the Prime or subcontractor shall not relieve them of the requirements of the Workforce Program specifications.

1. Training Agent Status

The Prime and all required subcontractors listed on the First Tier Subcontractor Disclosure Form must submit proof to the [STAFF MEMBER] that they are registered Training Agents with BOLI prior to beginning any work on the project.

## 2. Subcontractor Workforce Information

Each subcontractor with a contract of \$100,000 or more, must submit a Workforce Plan, prior to submission of their first payroll report, or within 5 calendar days after the execution of the applicable subcontract, whichever occurs first. A copy of the Workforce Plan should be downloaded, filled out and then returned to [STAFF MEMBER]. Work by a subcontractor shall not begin prior to submission of such documentation.

## 3. Prime and Subcontractor Reports After Work Begins

Weekly Certified Payroll Reports must be submitted by the Prime and any subcontractor having a subcontract of \$100,000 or more, no later than the 5<sup>th</sup> of each month and will be used to track attainment toward the County's apprentice requirement. All hours subject to prevailing wage rates on public projects, in addition to supervisors, foremen and superintendents, shall be reported.

### D. Use of Apprentices

The Prime shall:

1. Ensure that a minimum of 15% of labor hours in each apprenticeable trade performed on the project by the Prime, and subcontractors with subcontracts of \$100,000 or more, are worked by state registered apprentices throughout the duration of the project. The Prime and subcontractors shall fulfill the 15% apprenticeship requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program, if working in excess of 300 hours in any given trade.
2. Pay all apprentices the wages required by any applicable collective bargaining contract or pursuant to state or federal law and regulations.
3. Not use workers previously employed at journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of these provisions.
4. Notify the [STAFF MEMBER] when an apprentice is hired for this project.
5. Count apprentice hours as follows:
  - (a) Hours worked on the project by apprentices enrolled in state-approved apprenticeship programs. If the Contractor is unable to fulfill its 15% requirement, then the Contractor may also use methods (b) and (c) below;
  - (b) Hours worked on the project by apprentices who are required to be away from the job site for related training during the course of the project, but only if the apprentice is rehired by the same employer after completion of training; and
  - (c) Hours worked on the project by graduates of state-registered apprenticeship programs, provided that such hours are worked within the 12-month period following the apprentice's completion date.

#### IV. CONSEQUENCES OF NONCOMPLIANCE WITH WORKFORCE PROGRAM REQUIREMENTS

The Owner's commitment to this program is reflected, in part, by the cost of administering the program. Failure to meet the requirements of this section of the specifications negates such funding and impairs the Owner's efforts to promote workforce sustainability and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, the parties mutually agree that failure to meet the requirements of this section of the specifications, including but not limited to the submission of required documentation, constitutes a material breach of the Contract.

In the event of a breach of this section of the Contract, the Owner may take any or all of the following actions:

##### A. Withholding Progress Payments

The Owner may withhold all or part of any progress payment or payments until the Prime has remedied the breach of Contract. In the event that progress payments are withheld, the Prime shall not be entitled to interest on said payments.

If a subcontractor(s) is responsible for noncompliance with the Workforce Program requirements, the Owner may choose to withhold only their portion of the progress payment.

##### B. Retain Sums as Damages for Failure to Comply with Workforce Program Specifications

The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for the Prime's failure to comply with the Workforce Program specifications. The parties further agree that it is difficult, if not impossible, to determine the cost to the Owner when workforce opportunities are not provided. Therefore, if the Prime fails to comply with the Workforce Program provisions of this Contract, the Prime agrees to pay the sum of \$250 per day for each day of missed apprenticeship hours or until the breach of Contract is remedied. Damages may be assessed for failure to meet the 15% apprenticeship training requirements by the Prime and each required subcontractor in each trade employed. Damages will be calculated based on the training hours not provided at a rate of \$250 per day. For example, if the Contractor was required to provide 150 hours of carpenter training (15% of 1,000 total carpenter hours), and the Contractor only provided 100 training hours, then the difference (50 hours) is divided by 8 (one day of work) to determine the number of days of undelivered training. ( $50/8 = 6.25 \times \$250 = \$1,562.5$ ).

These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by the Contractor's failure to comply with the Workforce Program provisions of the Contract.

##### C. Retain Sums as Liquidated Damages for Delay

The Prime agrees that any delay to the specified contract time as a result of the Prime's failure to comply with the requirements of these specifications shall subject the Prime to the amount of liquidated damages specified elsewhere in the Contract.

##### D. Notification of Possible Debarment

By executing this Contract, the Prime agrees that it has been notified that failure to comply with the requirements of this portion of the Contract may lead to the Prime's disqualification from bidding on and receiving other Owner contracts.

#### E. Other Remedies

The remedies that are noted above do not limit any other remedies available to the Owner in the event that the Prime fails to meet the requirements of the Workforce Program specifications.

#### V. REVIEW OF RECORDS

In the event that the Owner reasonably believes that a violation of the requirements of the Workforce Program specifications has occurred, the Owner is entitled to review the books and records of the Prime and any subcontractors employed on the project to which the requirements of these specifications are applicable to determine whether such a violation has or has not occurred.

In the event that the Prime or any subcontractor fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this Contract and permit the imposition of any of the remedies noted in Section IV above, including the withholding of all or part of any progress payment.

## **WORKFORCE TRAINING & HIRING PROGRAM Contractor Checklist**

*This program applies to projects estimated at \$200,000 or more and subcontracts of \$100,000 or more*

[COUNTY NAME] (“County”) has specified that the [COUNTY DEPARTMENT OR STAFF MEMBER] will administer the Workforce Training and Hiring Program (“Workforce Program”). The following Workforce Training & Hiring Program requirements are a summary of the key contractual obligations of contractors working on County projects. It is the Contractor’s responsibility to read and fully understand this section of the bid specifications and to comply with all provisions of the program, regardless of whether they appear on this checklist. Contractors shall include in their bid all costs associated with complying with the Workforce Program.

The prime contractor and all applicable subcontractors are required to provide all workforce utilization related data to [STAFF MEMBER]. The prime contractor is responsible for ensuring all subcontractors have completed all requested items.

### **CHECKLIST:**

*For Contracts of \$200,000 or More and Subcontracts of \$100,000 or More, Contractors Must:*

1. Submit a Workforce Plan (Exhibit 2) to County prior to submittal of first payroll report, or as otherwise designated. A copy of the Workforce Plan should be downloaded, filled out, and then returned to [STAFF MEMBER]. The Plan should detail your approach and strategies to achieve the targeted apprenticeship goals established by the County.
2. Before starting work on this project, confirm registration as a Training Agent with the Bureau of Labor & Industries (BOLI), Apprenticeship & Training Division.
3. Ensure that a minimum of 15% of labor hours in each apprenticeable trade are worked by state registered apprentices. Contractors shall fulfill the 15% apprenticeship requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program, if working in excess of 300 hours in any given trade.
4. Maintain written documentation of all requests for workers from the unions, apprenticeship programs, and community organizations.
5. When an apprentice is hired: Notify the [STAFF MEMBER] assigned to the project.
6. Submit weekly certified payroll reports no later than the 5th of each month.