

EXHIBIT 23

PREVAILING WAGES AND APPRENTICE UTILIZATION REQUIREMENTS

- A. **PREVAILING WAGES.** The successful Proposer shall be required to ensure the payment of prevailing wages to all contractors, subcontractors and suppliers in connection with such contracts as may be let regarding construction of the project.
- B. **APPRENTICE UTILIZATION.**
1. **Apprentice Utilization Goal.** There shall be a minimum apprentice utilization goal of 15 % for construction of the project. This means that 15 % of the labor hours for the project shall be worked by apprentices, or that best efforts have been made to meet the apprentice utilization goal.
 2. **Apprentice Utilization Plan.**
 - a. Any purchase and sale agreement shall be contingent on the successful developer submitting an apprentice utilization plan to the County for approval. The plan shall include the following elements:
 - i. An estimate of the total contract labor hours by trade or craft to be worked by the general contractor and all subcontractors.
 - ii. An estimate of the total labor hours in each trade or craft to be worked by apprentices, and the anticipated dates when the work will start.
 - iii. A list that contains the names of all proposed subcontractors who will perform work on the project.
 - iv. A percentage rate of apprentice utilization in each trade and/or craft and an overall percentage rate of apprentice utilization that is not less than the apprentice utilization goal.
 - v. If the overall percentage rate of apprentice utilization is less than the apprentice utilization goal, documentation demonstrating the best efforts used by the developer, including its proposed general contractor, to achieve the apprentice utilization goal.
 - vi. Specific steps proposed by the developer for having its general contractor and all subcontractors during construction achieve the apprentice utilization goal.
 - b. County approval of the developer's apprentice utilization plan shall be a contingency that must be satisfied before any closing occurs on any purchase and sale agreement, or before any lease or development agreement may be fully binding on the County. Failure to timely submit and receive approval of a satisfactory plan will allow the County to terminate the purchase and sale agreement, lease or development agreement, as applicable, and reject the developer's submittal. The developer shall perform all steps set forth in its approved plan to maximize the use of apprentices on the project, and, to the fullest extent reasonably possible, achieve the apprentice utilization goal.
 3. **Apprentice Utilization Report.**
 - a. The developer shall require that the general contractor submit, on a monthly basis, an apprentice utilization report for itself and all subcontractors showing apprentice utilization for the previous month. The developer shall provide a copy of all such reports to the County's designated representative.
 4. **Remedies for Noncompliance.**
 - a. **Developer Remedies.** The developer acknowledges and agrees that it will vigorously enforce all apprentice utilization provisions for this project. The developer shall specifically include language in its general contract that a failure to comply with any contract provision relating to the use of apprentices on the project, including the developer's approved apprentice utilization

plan, shall be deemed a breach of contract for which the developer shall be entitled to all remedies at law and equity including, without limitation, to:

- i. Specific performance, and the parties specifically agree that monetary damages are insufficient to make the developer whole and that injunctive relief is therefore an appropriate remedy; and
 - ii. Withhold progress payments until such time as the general contractor achieves compliance with all contract provisions relating to the use of apprentices on the project.
- b. County Remedies. The developer shall promptly notify the County of any failure by the general contractor to comply with any contract provision relating to the use of apprentices on the project. The developer shall further identify the steps it intends to take to ensure that compliance is achieved. The developer's failure to enforce all contract provisions relating to the use of apprentices on the project shall be deemed a breach of contract for which the County shall be entitled to all remedies at law and equity including, without limitation, specific performance, and the parties specifically agree that monetary damages are insufficient to make the County whole and that injunctive relief is therefore an appropriate remedy. Further, the developer's failure to enforce any contract provision relating to the use of apprentices on the project may be considered evidence bearing on the developer's qualification for award of future County contracts.

5. Definitions.

"Apprentice" means a person, including women, at-risk youth, disabled persons and people of color, who has signed a written Apprenticeship Agreement with and enrolled in a training program approved by the Washington State Apprenticeship and Training Council ("SAC") to learn a skilled craft or trade as an apprentice.

"Apprentice utilization goal" means the overall percentage of labor hours established for the project to be worked by apprentices. This goal is expressed as a percentage of the total labor hours for the project.

"Best efforts" means taking active, good faith efforts to reasonably meet the apprentice utilization goal established for the project. Such efforts may include, but are not limited to:

- a. Contacting SAC-approved program sponsors to request apprentices, and, if apprentices are available, conducting a hiring process.
- b. If apprentices are not available through SAC-approved program sponsors, contacting other recruitment/referral agencies, such as the Apprenticeship Opportunities Project and Seattle Vocational Institute and request candidates for the SAC apprenticeship program. If apprentice candidates are available through these agencies, request direct entry into the SAC-approved apprentice program and conduct a hiring process.
- c. If apprentices are not available, document all requests and obtain documentation from the SAC-approved program sponsor and other recruitment/referral agencies of that fact. Include such documentation in the apprentice utilization plan if before execution of a purchase and sale agreement or lease, as applicable, or directly to the developer if obtained after execution of a purchase and sale agreement or lease.

"Labor hours" means the total number of projected hours or actual hours to be worked or that have been worked by workers receiving an hourly wage who are directly employed on the project site. Labor hours shall also include hours worked by workers employed by subcontractors on the project. Labor hours shall not include hours worked by supervisors, professionals or clerical workers.