

Worcester Redevelopment Authority

RESPONSIBLE EMPLOYER & INCLUSIONARY PARTICIPATION POLICY

WHEREAS, the Worcester Redevelopment Authority was established as a public agency under chapter one hundred and twenty-one B of the General Laws to undertake projects to eliminate blighted, decadent, deteriorating and substandard areas within the city of Worcester; and

WHEREAS, the Worcester Redevelopment Authority finds and determines that it may advance the public purposes for which it was established by including certain minimum standards in construction contracts it awards directly or are awarded by developers and other entities in relation to urban renewal projects initiated by the Worcester Redevelopment Authority; and

WHEREAS, the Worcester Redevelopment Authority finds and determines that those minimum standards must include compliance with state laws governing the payment of prevailing wages, the provision of workers compensation coverage, and the proper classification of individuals as employees and not as independent contractors, as well as standards concerning health insurance coverage; and

WHEREAS, the Worcester Redevelopment Authority hereby further finds and determines that it may further advance the public purposes which it serves by establishing inclusionary participation requirements involving minorities and women and businesses owned by minorities and women to support educational pools, mentoring programs, joint ventures and the like during the planning, construction and operational phase of urban renewal projects.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that it shall be the policy of the Worcester Redevelopment Authority that the following provisions shall apply as specified herein to the various contracts and agreements to which the Worcester Redevelopment Authority is a party:

Article I – General Policy for All Contracts

Every contract governed by this policy, including every request for proposals, shall include the following requirements:

- (1) Every contractor, at every tier, shall commit to workforce diversity and shall use best efforts to utilize 25 percent Worcester resident work hours, 38 percent people of color and indigenous people work hours and 10 percent women work hours and shall further commit to a goal of utilizing bona-fide women/minority-owned firms qualified by the State Supplier Diversity Office (SDO) or a local certifying agency by contracting with at least fifteen percent women-owned business enterprises (WBE) and ten percent minority-owned business enterprises (MBE) of the combined value of

contracts and subcontracts made by the contractor on account of this contract.

(2) All persons, contractors, and businesses supplying goods and/or services to the W.R.A. shall be required to comply with Chapter 2, Sections 37 (Fair CORI Practices), 38 (Gender Identity and Expression Policy), 39(Wage Theft Prevention) and 40(Human Trafficking Recognition & Elimination Policy) of the city of Worcester Revised Ordinances of 2008, as amended from time to time.

Article II - Construction Contracts

1. The W.R.A. hereby finds and determines that its funds are most efficiently and productively spent by awarding construction contracts to firms that include and enforce provisions requiring compliance with state laws governing the payment of prevailing wages, the provision of workers compensation coverage, and the proper classification of individuals as employees and not as independent contractors, as well as state law concerning health insurance coverage. The W.R.A. hereby further finds and determines that as a consumer of construction services it is appropriate for it to exercise entrepreneurial discretion by requiring firms that are awarded such contracts to comply with this policy because a failure to comply is injurious to the life, health and happiness of individuals employed by such firms and is deleterious to the quality of life in the City where most of such individuals reside.

2. As a condition to the award of a contract, whenever the W.R.A. is procuring construction services subject to the provisions of G.L. chapter 149 and chapter 149A the following shall be incorporated into the procurement documents and made part of the specifications and contract. Every person, company or corporation shall acknowledge, in writing, receipt of said requirements with their bid or proposal.

3. All bidders or proposers and all subcontractors and trade contractors, including subcontractors that are not subject to G.L. c.149, §44F, under the bidder for projects subject to G.L. c.149, §44A(2), and, proposers under G.L. c.149A, shall as a condition for bidding or subcontracting verify under oath and in writing at the time of bidding or submittal in response to an Invitation to Bid or in any event prior to entering into a subcontract at any tier, that they comply with the following conditions for bidding or subcontracting and, for the duration of the project, shall comply with the following obligations:

- a. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must comply with the obligations established under G.L. c.149 to pay the appropriate lawful prevailing wage rates to their employees;
- b. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must maintain appropriate industrial accident insurance coverage for all the employees on the project in accordance with G.L. c.152;

c. The bidder or proposer and all trade contractors and subcontractors under the bidder must properly classify employees as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes and income tax withholding. (G.L. c.149, §148B on employee classification);

d. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must at the time of bidding certify that, at the time employees begin work at the worksite, all employees will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration, and shall ensure that all employees working at the worksite possess such qualifications at all times throughout the duration of their work on the project and furnish documentation of successful completion of the course;

e. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must be in compliance with the health and hospitalization requirements of the Massachusetts Health Care Reform law established by Chapter 58 of the Acts of 2006, as amended, and regulations promulgated under that statute by the Commonwealth Health Insurance Connector Authority.

f. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must make arrangements to ensure that each employee of every contractor entering or leaving the project individually completes the appropriate entries in a daily sign-in/out log. The sign in/out log shall include: the location of the project; current date; printed employee name; signed employee name; and the time of each entry or exiting. The log shall contain a prominent notice that employees are entitled under state law to receive the prevailing wage rate for their work on the project. Such sign in/out logs shall be provided to the W.R.A. on a daily basis.

g. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer, prior to bidding or, if not subject to bidding requirements, prior to performing any work on the project, shall sign under oath under oath and provide to the W.R.A. a certification that they are not debarred or otherwise prevented from bidding for or performing work on a public project in the Commonwealth of Massachusetts or in the City.

4. A proposal or bid submitted by any general bidder or by any trade contractor or subcontractor under the general bidder or proposer that does not comply with any of the foregoing conditions for bidding shall be rejected, and no subcontract for work outside the scope of G.L. c.149, §44F shall be awarded to a subcontractor that does not comply with the forgoing conditions.

5. All bidders or proposers and all trade contractors and subcontractors under the bidder or proposer who are awarded or who otherwise obtain contracts on the projects subject to G.L. c.149, §44A(2) or c.149A, shall comply with each of the obligations set forth in this policy for the entire duration of their work on the project, and an officer of each bidder or subcontractor under the bidder shall certify under oath and in writing on a weekly basis that they are in compliance with such obligations.

6. Any proposer, bidder, trade contractor or subcontractor under the bidder or proposer who fails to comply with any one of obligations set forth in this Article II for any period of time shall be, at the sole discretion of the W.R.A., subject to one or more of the following sanctions: (1) cessation of work on the project until compliance is obtained; (2) withholding of payment due under any contract or subcontract until compliance is obtained; (3) permanent removal from any further work on the project.

7. In addition to the sanctions outlined in subsection (6) above, a proposer, general bidder or contractor shall be equally liable for the violations of its subcontractor with the exception of violations arising from work performed pursuant to subcontracts that are subject to G.L. c.149, §44F. Any contractor or subcontractor that has been determined by the City or by any court or agency to have violated any of the obligations set forth in this policy shall be barred from performing any work on any future W.R.A. projects for six months for a first violation, three years for a second violation and permanently for a third violation.

8. A contractor or a subcontractor upon a showing that it is not, despite having made a bona fide attempt, feasible to comply with the requirements of this Article II, may be granted a waiver by the W.R.A. The W.R.A. may delegate authority to grant such waivers to the city of Worcester contract compliance officer or any specifically named individual or individuals. Any such delegate shall report all waivers granted to the W.R.A. for informational purposes on the agenda of the monthly meeting following such waiver.

9. Violations of these requirements shall be considered by the W.R.A. in awarding any future contracts as a factor in determining whether any low bidder is a “responsible” bidder under G.L. c. 149, §44A(1), or G.L. c. 30, § 39M, or whether a firm, trade contractor or subcontractor is a “qualified” firm, trade contractor or subcontractor under G.L. c. 149A, §§ 5 and 8.

Article III - Design, Engineering & Procurement Contracts

1. The W.R.A. shall require every person or entity submitting a proposal to enter into a contract for design services, engineering services, or the procurement of goods, supplies or services in excess of \$100,000, with the W.R.A. to submit with any such proposal an inclusionary participation plan containing the following elements:

- A. A report detailing the results achieved by the contractor over the prior two years to employ minorities and women, subcontract with businesses owned by minorities and women, to support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level

of participation of minorities and women in employment and new business relationships.

- B. A plan detailing the efforts to be made by the proposer during the term of the proposed contract with the W.R.A. to employ minorities and women, subcontract with businesses owned by minorities and women, to support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.

2. Every design services, engineering services or procurement contract awarded by the W.R.A. shall contain the inclusionary participation plan submitted pursuant to section 1.B of this article as legally binding commitments of the designer, engineer or vendor enforceable with provisions allowing the W.R.A. to: 1) suspend work under the contract until compliance is obtained; (2) withhold payment due under the contract until compliance is obtained; or, (3) in egregious cases, terminate the contract.

Article IV - Land Disposition Agreements with Developers

1. Any land disposition agreement whereby the W.R.A. agrees to convey W.R.A. property as part of the implementation of an urban renewal plan, or otherwise in the furtherance of its public purposes, wherein the value of the property exceeds \$1,000,000 shall include the following:

- A. A requirement that all the contractors and sub-contractors employed by the developer in relation to the project shall, where the amount of any such contract exceeds \$100,000 or the amount of any subcontract exceeds \$25,000, comply with the responsible employer provisions stated in Article II herein.
- B. A plan detailing the actions to be taken by the developer during the design, construction and operation of the proposed development to employ minorities and women, subcontract with businesses owned by minorities and women, to support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.
- C. A requirement that the developer make a commitment that all contractors, subcontractors, designers, engineers and suppliers with contracts in excess of \$100,000 with the developer shall use documented bona fide efforts to ensure that, to the maximum practical extent, that the minimum goals set forth in Article I(1) herein are met.
- D. A requirement that the developer make a commitment that all contractors, subcontractors, designers, engineers and suppliers with contracts in excess of \$100,000 with the developer in relation to the project shall:
 - (1) formally advertise notices of all employment opportunities in newspapers published in the city of Worcester and minority and Spanish language publications circulated in the city of Worcester;
 - (2) give notice of such employment opportunities to the city of Worcester and state human resource agencies and active community groups

- and work closely with such agencies and groups to identify women, minorities and low-income persons for employment;
- (3) participate in existing local training programs and work with community-based training organizations, local school and educational agencies to develop new training programs to produce a pool of qualified women, minorities and low-income workers for all levels of employment;
 - (4) support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.

E. A requirement that the developer make a commitment that it will:

- (1) provide reports documenting compliance with the foregoing requirements to the W.R.A. or any committee or individual it may designate for this purpose.

Article V - Leases Involving W.R.A. Property

1. All leases involving property of the W.R.A. wherein the amount of the rental payments exceeds \$100,000 annually shall include the following:
 - A. A requirement that all the contractors and sub-contractors employed by the lessee in relation to the lease shall, where the amount of any such contract exceeds \$100,000 or the amount of any subcontract exceeds \$25,000, comply with the responsible employer provisions stated in Article II herein.
 - B. A plan detailing the actions to be taken by the lessee during the design, construction and operation of the proposed leasehold improvements to employ minorities and women, subcontract with businesses owned by minorities and women, to support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.
 - C. A requirement that the lessee make a commitment that all contractors, subcontractors, designers, engineers and suppliers with contracts in excess of \$100,000 with the lessee shall use documented bona fide efforts to ensure that, to the maximum practical extent, that the minimum goals set forth in Article I(1) herein are met.
 - D. A requirement that the lessee make a commitment that all contractors, subcontractors, designers, engineers and suppliers with contracts in excess of \$100,000 with the lessee in relation to the lease shall:
 - (1) formally advertise notices of all employment opportunities in newspapers published in the city of Worcester and minority and Spanish language publications circulated in the city of Worcester;
 - (2) give notice of such employment opportunities to the city of Worcester and state human resource agencies and active community groups

- and work closely with such agencies and groups to identify women, minorities and low-income persons for employment;
- (3) participate in existing local training programs and work with local school and educational agencies to develop new training programs to produce a pool of qualified women, minorities and low-income workers for all levels of employment;
 - (4) support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.

E. A requirement that the lessee make a commitment that it will:

- (1) provide reports documenting compliance with the foregoing requirements to the W.R.A. or any committee or individual it may designate for this purpose.

Article VI - Miscellaneous

1. This policy shall not apply to:
 - A. Cooperation agreements or other contracts or leases entered into with the city of Worcester;
 - B. Grant agreements or other contracts entered into with the commonwealth of Massachusetts or the United States of America;
 - C. Loans, mortgages, bonds or other instruments financing W.R.A. operations, including depository agreements with banks or other financial institutions holding W.R.A. funds.
2. The W.R.A. reserves the right to waive this policy, in whole or in part, with respect to any particular contract, agreement, lease or transaction if it deems such a waiver in the best interests of the W.R.A. and the purposes for which it was established.
3. The W.R.A. reserves the right to impose additional requirements where any particular project is of sufficient size and scope to justify additional expectations and efforts.

Adopted
September 14, 2004

Amended
July 18, 2006

Amended
October 2, 2007

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March 12, 2013

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October 12, 2018

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